AGENDA

SPECIAL BOARD MEETING

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

October 9, 2012

4:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER

2. FLORIDA RURAL TURNAROUND PROJECT PRESENTATION

3. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) – **SEE PAGE #3**

   a. Personnel 2012 – 2013

      ACTION REQUESTED: The Superintendent recommends approval.

4. BUDGET/FINANCIAL TRANSACTIONS

   a. Revised Taxable Value Resolutions – **SEE PAGE #5**

      Fund Source: General Fund and Capital Improvements Funds
      Amount: Additional Revenue for General Fund = $81,904
      Additional Revenue for Capital Improvements Fund = $19,755

      ACTION REQUESTED: The Superintendent recommends approval.

5. AGEEMENTS/PROJECT/GRANT APPLICATIONS

   a. Agreement for Services with DES of Florida, LLC through Contract No. DESF030928-PAEC – **SEE PAGE #10**

      Fund Source: General Fund
      Amount: Dependent upon the individual Purchase Orders that would be issued through the master agreement Contract No. DESF030928-PAEC

      ACTION REQUESTED: The Superintendent recommends approval.

b. Supplemental Educational Services – **SEE PAGE #30**

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

ACTION REQUESTED: The Superintendent recommends approval.

6. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

7. SCHOOL BOARD REQUESTS AND CONCERNS

8. 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"

October 9, 2012

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 3A Instructional Personnel 2012/2013

The following reflects the total number of full-time employees in this school district for the 2012/2013 school term, as of October 9, 2012.

Description Per DOE Classification	DOE Object#	#Employees October 2012
Classroom Teachers and Other Certified	120 & 130	483.25
Administrators	110	50.00
Non-Instructional	150, 160, & 170	420.00
		954.00

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 ITEM 3A, 2012/2013 INSTRUCTIONAL PERSONNEL

TERMINATION

Name	Location	Position	Effective Date
Kimberly, Price	JASMS	Teacher	10/04/2012

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 4a

DATE OF SCHOOL BOARD MEETING: October 9, 2012

TITLE OF AGENDA ITEMS: Revised Taxable Value Resolutions

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for revisions to the Resolutions Determining Revenues and Millages Levied as approved in the Final Budget Hearing on September 4, 2012. The Department of Revenue notified the district that the additional taxable value needs to be included in the official revenue estimates for the year.

During the initial budget process, the district utilized an estimated assessed value of $1,377,106,053. The final approved assessed value is $1,390,824,761. The millages do not change, only the assessed valuation.

The additional revenue will be incorporated in budget amendments that will adjust General Fund revenue based on actual student FTE.

FUND SOURCE:	**General Fund and Capital Improvements Funds**
AMOUNT:	**Additional Revenue for General Fund = $81,904** **Additional Revenue for Capital Improvements Fund = $19,755**
PREPARED BY:	**Bonnie Wood**
POSITION:	**Assistant Superintendent for Business and Finance**

Please return completed form to:
Florida Department of Education
Office of Funding and Financial Reporting
325 W. Gaines St., Room 824
Tallahassee, FL 32399-0400

FLORIDA DEPARTMENT OF EDUCATION

RESOLUTION DETERMINING
REVENUES AND MILLAGES LEVIED

RESOLUTION OF THE DISTRICT SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, DETERMINING THE AMOUNT OF REVENUES TO BE PRODUCED AND THE MILLAGE TO BE LEVIED FOR THE GENERAL FUND, FOR THE DISTRICT LOCAL CAPITAL IMPROVEMENT FUND, AND FOR DISTRICT DEBT SERVICE FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2012, AND ENDING JUNE 30, 2013.

WHEREAS, Section 1011.04, Florida Statutes, requires that upon receipt of the certificate of the property appraiser giving the assessed valuation of the county and of each of the special tax school districts, the school board shall determine, by resolution, the amounts necessary to be raised for current operating purposes and for debt service funds and the millage to be levied for each such fund, including the voted millage; and

WHEREAS, Section 1011.71, Florida Statutes, provides for the amounts necessary to be raised for local capital improvement outlay and the millage to be levied; and

WHEREAS, the certificate of the property appraiser has been received;

THEREFORE, BE IT RESOLVED by the District School Board that the amounts necessary to be raised as shown by the officially adopted budget and the millages necessary to be levied for each school fund of the district for the fiscal year are as follows:

DISTRICT SCHOOL TAX (non-voted levy)

a) Certified taxable value	b) Description of levy	c) Amount to be raised	d) Millage levy
$ 1,390,824,761	Required Local Effort	$ 6,921,635	5.1840 mills (s. 1011.62(4), F.S.)
	Prior Period Funding Adjustment Millage	$ 49,403	0.0370 mills (s. 1011.62(4)(e), F.S.)
	Total Required Millage	$ 6,971,038	5.2210 mills

DISTRICT SCHOOL TAX DISCRETIONARY MILLAGE (non-voted levy)

a) Certified taxable value	b) Description of levy	c) Amount to be raised	d) Millage levy
$ 1,390,824,761	Discretionary Operating	$ 998,724	0.7480 mills (s. 1011.71(1), F.S.)

DISTRICT SCHOOL TAX ADDITIONAL MILLAGE (voted levy)

a) Certified taxable value	b) Description of levy	c) Amount to be raised	d) Millage levy
$	Additional Operating	$	mills (ss. 1011.71(9) and 1011.73(2), F.S.)
	Additional Capital Improvement	$	mills (s. 1011.73(1), F.S.)

ESE 524
Exp 6/30/2013

4. DISTRICT LOCAL CAPITAL IMPROVEMENT TAX (non-voted levy)

a) Certified taxable value	b) Description of levy	c) Amount to be raised	d) Millage levy
$ 1,390,824,761	Local Capital Improvement	$ 2,002,788	1.5000 mills s. 1011.71(2), F.S.
	Discretionary Capital Improvement	$ 0	mills s. 1011.71(3)(a), F.S.

5. DISTRICT DEBT SERVICE TAX (voted levy)

a) Certified taxable value	b) Description of levy	c) Amount to be raised	d) Millage levy
$		$	mills s. 1010.40, F.S.
		$	mills s. 1011.74, F.S.
		$	mills

6. THE TOTAL MILLAGE RATE TO BE LEVIED ☐ EXCEEDS ☒ IS LESS THAN THE ROLL-BACK RATE COMPUTED PURSUANT TO SECTION 200.065(1), F.S., BY -10.26 PERCENT.

STATE OF FLORIDA

COUNTY OF GADSDEN

I, Reginald C. James, Superintendent of Schools and ex-officio Secretary of the District School Board of Gadsden County, Florida, do hereby certify that the above is a true and complete copy of a resolution passed and adopted by the District School Board of Gadsden County, Florida, October 9, 2012.

Signature of Superintendent of Schools

Date of Signature

Note: Copies of this resolution shall be sent to the Florida Department of Education, School Business Services, Office of Funding and Financial Reporting, 325 W. Gaines Street, Room 824, Tallahassee, Florida 32399-0400; county tax collector; and county property appraiser.

Please return completed form to:
Florida Department of Education
Office of Funding and Financial Reporting
325 W. Gaines St., Room 824
Tallahassee, FL 32399-0400

FLORIDA DEPARTMENT OF EDUCATION
RESOLUTION DETERMINING CRITICAL NEEDS REVENUES AND MILLAGES LEVIED

RESOLUTION OF THE DISTRICT SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, DETERMINING THE AMOUNT OF REVENUES TO BE PRODUCED AND THE MILLAGE TO BE LEVIED FOR CRITICAL CAPITAL OUTLAY NEEDS OR CRITICAL OPERATING NEEDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2012, AND ENDING JUNE 30, 2013.

WHEREAS, Section 1011.71(3)(b)[1], Florida Statutes, provides for the amounts necessary to be raised for either critical capital outlay needs or critical operating needs and the 0.25 mills to be levied; and

WHEREAS, the Board has authorized by a supermajority vote; and

WHEREAS, the voters of the district had approved in the 2010 general election pursuant to Section 1011.71(3)(c), F.S., the continued levy; and

WHEREAS, the certificate of the property appraiser has been received;

THEREFORE, BE IT RESOLVED by the District School Board that the amounts necessary to be raised as shown by the officially adopted budget and the millages necessary to be levied for critical needs for the fiscal year are as follows:

1. DISTRICT SCHOOL TAX (non-voted levy)

a) Certified taxable value	b) Description of levy	c) Amount to be raised	d) Millage levy
$ 1,390,824,761	Critical Operating Needs	$ 333,798	0.2500 mills (s. 1011.71(3)(b), F.S.)

2. DISTRICT LOCAL CAPITAL IMPROVEMENT TAX (non-voted levy)

a) Certified taxable value	b) Description of levy	c) Amount to be raised	d) Millage levy
$	Critical Capital Outlay Needs	$	mills (s. 1011.71(3)(b), F.S.)

STATE OF FLORIDA

COUNTY OF GADSDEN

I, Reginald C. James, Superintendent of Schools and ex-officio Secretary of the District School Board of Gadsden County, Florida, do hereby certify that the above is a true and complete copy of a resolution passed and adopted by a supermajority vote of the District School Board of Gadsden County, Florida, October 9, 2012.

Signature of Superintendent of Schools

Date of Signature

Note: Copies of this resolution shall be sent to the Florida Department of Education, School Business Services, Office of Funding and Financial Reporting, 325 W. Gaines Street, Room 824, Tallahassee, Florida 32399-0400; county tax collector; and county property appraiser.

[1] The paragraph (b) referenced here was repealed by Section 36, Chapter 2011-55, Laws of Florida.

Florida Department of Education

2012-13 FEFP Second Calculation
Certified Required Local Effort Millage Rates

District	Certified 2012 Tax Roll[1]	Certified 2012 Required Local Effort (RLE) Millage Rate[2]	Required Local Effort From Taxes	Total Prior Period Funding Adjustment Millage (PPFAM) Rate	Total RLE Millage and PPFAM To Be Levied
	-1-	-2-	-3-	-4-	-5-
1 Alachua	12,338,575,890	5.301	62,790,519		5.301
2 Baker	832,758,312	5.216	4,169,821		5.216
3 Bay	14,969,023,087	5.163	74,193,664	0.024	5.187
4 Bradford	896,703,716	5.487	4,723,405		5.487
5 Brevard	27,502,891,297	5.581	147,353,891	0.017	5.598
6 Broward	136,471,261,280	5.091	666,984,184	0.117	5.208
7 Calhoun	443,486,212	5.424	2,309,250	0.012	5.436
8 Charlotte	12,813,652,544	5.164	63,522,914	0.079	5.243
9 Citrus	9,691,557,319	5.128	47,719,678	0.012	5.141
10 Clay	8,994,626,566	5.323	45,963,261		5.323
11 Collier	60,815,754,454	3.317	193,656,823	0.011	3.328
12 Columbia	2,540,915,774	5.151	12,564,727	0.013	5.164
13 Miami-Dade	205,595,276,179	5.338	1,053,568,881	0.219	5.557
14 DeSoto	1,442,104,862	5.272	7,298,666		5.272
15 Dixie	506,203,202	5.350	2,599,860	0.049	5.399
16 Duval	52,727,461,228	5.204	263,417,960	0.148	5.352
17 Escambia	14,984,014,979	5.510	79,259,446		5.510
18 Flagler	6,916,708,211	5.444	36,148,377	0.001	5.445
19 Franklin	1,829,138,293	3.135	5,504,975	0.007	3.142
20 Gadsden	1,390,824,761	5.184	6,921,634	0.037	5.221
21 Gilchrist	646,882,228	5.544	3,442,862	0.121	5.665
22 Glades	572,065,107	5.245	2,880,482	0.029	5.274
23 Gulf	1,406,159,594	4.827	6,516,031	0.011	4.838
24 Hamilton	767,234,365	5.668	4,174,737		5.668
25 Hardee	1,580,269,026	5.406	8,201,321		5.406
26 Hendry	1,755,516,647	5.245	8,839,377	0.127	5.372
27 Hernando	8,187,644,911	5.159	40,550,458	0.047	5.206
28 Highlands	4,895,101,655	5.200	24,436,347		5.200
29 Hillsborough	66,787,924,029	5.629	355,507,415		5.629
30 Holmes	490,575,011	5.425	2,396,675	0.018	5.443
31 Indian River	13,515,321,926	5.411	70,206,151	0.014	5.425
32 Jackson	1,567,418,544	5.409	8,139,040		5.409
33 Jefferson	594,878,902	5.417	3,093,561	0.037	5.454
34 Lafayette	259,154,446	5.265	1,309,870		5.265
35 Lake	16,368,351,124	5.072	79,699,466		5.072
36 Lee	57,050,935,603	5.257	287,920,098	0.079	5.336
37 Leon	14,476,171,065	5.378	74,738,734	0.081	5.459
38 Levy	1,770,653,447	5.025	8,541,632	0.022	5.047
39 Liberty	235,997,721	5.377	1,218,201	0.008	5.385
40 Madison	675,519,594	5.610	3,638,078	0.002	5.612
41 Manatee	24,948,183,527	5.312	127,223,761	0.029	5.341
42 Marion	15,466,357,820	5.384	79,940,036	0.039	5.423
43 Martin	17,939,446,382	4.622	79,599,476	0.034	4.656
44 Monroe	19,514,715,142	1.893	35,463,702	0.019	1.912
45 Nassau	6,682,031,294	5.342	34,267,595	0.130	5.472
46 Okaloosa	14,570,142,514	5.218	72,985,923	0.010	5.228
47 Okeechobee	1,554,002,480	5.650	8,428,909		5.650
48 Orange	86,371,425,332	5.209	431,912,404	0.021	5.230
49 Osceola	17,422,916,358	5.054	84,533,203	0.021	5.075
50 Palm Beach	133,036,112,620	5.257	671,396,010	0.023	5.280
51 Pasco	21,163,929,301	5.087	103,354,472	0.006	5.093
52 Pinellas	58,891,093,300	5.535	312,923,713	0.019	5.554
53 Polk	25,439,084,096	5.238	127,919,926	0.006	5.244
54 Putnam	3,571,679,991	5.272	18,076,701		5.272
55 St. Johns	18,311,173,953	5.427	95,399,751	0.008	5.435
56 St. Lucie	15,667,215,694	5.273	79,308,699		5.273
57 Santa Rosa	8,156,620,527	5.504	43,098,278	0.016	5.520
58 Sarasota	41,751,400,094	4.558	182,690,766	0.010	4.568
59 Seminole	26,201,756,304	5.289	133,037,846	0.016	5.305
60 Sumter	7,741,599,980	4.226	31,407,361	0.008	4.234
61 Suwannee	1,573,734,376	5.153	7,785,075		5.153
62 Taylor	1,285,128,060	5.190	6,410,424		5.190
63 Union[4]	248,834,587	5.536	1,322,446		5.536
64 Volusia	26,524,504,827	5.368	136,686,200	0.022	5.390
65 Wakulla	1,210,215,927	5.438	6,317,908		5.438
66 Walton	11,248,408,398	2.863	30,916,026	0.002	2.865
67 Washington	934,499,895	5.457	4,895,583	0.020	5.477
68 Washington Special	0	0.000	0		
69 FAMU Lab School	0	0.000	0		
70 FAU - Palm Beach	0	0.000	0		
71 FAU - St. Lucie	0	0.000	0		
72 FSU Lab - Broward	0	0.000	0		
73 FSU Lab - Leon	0	0.000	0		
74 UF Lab School	0	0.000	0		
75 Virtual School	0	0.000	0		
Total	1,373,702,945,899	5.295	6,723,428,746		

1 Certified by the Department of Revenue on July 13, 2012
2 State average millage rate is 5.295

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 5a

DATE OF SCHOOL BOARD MEETING: October 9, 2012

TITLE OF AGENDA ITEMS: Agreement for Services with DES of Florida, LLC through Contract No. DESF030928-PAEC

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested to authorize the use of the agreement established through PAEC for a contract with DES of Florida, LLC. DES is a vendor that provides a staffing solution to retain critically needed qualified DROP retirees. The School Board of Gadsden County would contract with DES for services and DES would hire individuals who have completed DROP.

Contract No. DESF030928-PAEC requires that subsequent purchase orders be issued by the School Board including the names of the contractors, the scope of work to be performed and the amount of expenditures.

FUND SOURCE:	General Fund
AMOUNT:	Dependent upon the individual Purchase Orders that would be issued through the master agreement Contract No. DESF030928-PAEC
PREPARED BY:	Bonnie Wood
POSITION:	Assistant Superintendent for Business Services

GENERAL AGREEMENT FOR TEMPORARY SERVICES

This AGREEMENT is made and entered into this 1st day of July, 2008, between Panhandle Area Educational Consortium through it district of record, Washington County School District (PAEC) (AGENCY/SCHOOL SYSTEM) having its principal address at 753 West Boulevard, Chipley FL 32428, and DES of Florida, LLC, a Florida Limited Liability Company, ("DESF" or "SUPPLIER") having its principal office at 3015 N Shannon Lakes North, Suite 304, Tallahassee, Florida 32309.

In consideration of the terms and conditions contained herein, and other good and valuable consideration, the parties hereto do mutually agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 For the purpose of this Agreement the following terms shall mean:

"AGENCY/SCHOOLSYSTEM Representative"- Person authorized by the Ordering AGENCY/SCHOOL SYSTEM to issue Letter Purchase Orders pursuant to this Agreement and approve SUPPLIER invoices.
"Contractors" - SUPPLIER employees or sub-contractors as defined in the article entitled SUPPLIER CONTRACTORS.
"Ordering AGENCY/SCHOOL SYSTEM" - Any affiliated corporation, partnership, or ventures, both U.S. and Foreign, as may be designated in writing by AGENCY/SCHOOL SYSTEM that may issue Letter Purchase Orders pursuant to this Agreement.
"Letter Purchase Orders" - Orders issued by AGENCY/SCHOOL SYSTEM for Temporary Services and/or the Work placed pursuant to this Agreement.
"Temporary Services" – Contractors provided by SUPPLIER for assignment to projects designated by AGENCY/SCHOOL SYSTEM as specifically detailed in Letter Purchase Order(s).
"Work" - Temporary Services and/or other services necessary to perform SUPPLIER's obligations under this Agreement that are provided by SUPPLIER as specifically stated in Letter Purchase Order(s).
Panhandle Area Educational Consortium (PAEC) –Is part of and for the following State of Florida School Districts: Calhoun County School District, FSU Schools, Inc, Franklin County School District , Gadsden County School District, Gulf County School District, Holmes County School District, Jackson County School District, Jefferson County school District, Liberty County School District, Madison County School District, Taylor County School District , Wakulla County School District, Walton County School District, Washington County School District as well as their Participating Districts which are; Bay County School District, Escambia County school District, FAMU Development Research School, Hamilton County School District, Leon County school District, Nassau County School District, Okaloosa County School District, Santa Rosa County school District and Suwannee County School District.

ARTICLE 2 - SCOPE OF AGREEMENT

2.1 This Agreement is applicable to the procurement by AGENCY/SCHOOL SYSTEM or its Ordering COMPANIES as defined below. Specific job specifications will be included in individual Letter Purchase Orders.

2.2 AGENCY/SCHOOL SYSTEM acknowledges that SUPPLIER may furnish a portion of the Temporary Services under this Agreement by utilizing SUPPLIER's wholly owned subsidiaries, affiliates, authorized licensees and franchises. In all such cases, SUPPLIER shall be primarily responsible for such activities and shall guarantee the faithful performance of such Temporary Services and Work and all obligations under this Agreement. All such Temporary Services and Work provided by SUPPLIER's affiliates, authorized licensees and franchisees shall be considered to be Temporary Services and Work provided by SUPPLIER. AGENCY/SCHOOL SYSTEM shall have the right to deal directly and exclusively with SUPPLIER, regarding all matters related to the performance of all obligations under this Agreement.

ARTICLE 3 - ORDERING COMPANIES

3.1 For the purpose of this Agreement, the following shall be considered ordering companies : Calhoun County School District, FSU Schools, Inc, Franklin County School District , Gadsden County School District, Gulf County School District, Holmes County School District, Jackson County School District, Jefferson County school District, Liberty County School District, Madison County School District, Taylor County School District , Wakulla County School District, Walton County School District, Washington County School District as well as their Participating Districts which are; Bay County School District, Escambia County school District, FAMU Development Research School, Hamilton County School District, Leon County school District, Nassau County School District, Okaloosa County School District, Santa Rosa County school District and Suwannee County School District.

ARTICLE 4 –LETTER PURCHASE ORDERS

4.1 SUPPLIER shall furnish qualified contractors of SUPPLIER to AGENCY/SCHOOL SYSTEM as specified in Letter Purchase Orders issued from time to time by the AGENCY/SCHOOL SYSTEM Representative. Letter Purchase Orders shall constitute the only authorization for SUPPLIER to take any action or to expend money.

4.2 Estimates furnished by AGENCY/SCHOOL SYSTEM shall not constitute commitments. SUPPLIER acknowledges and agrees that no Temporary Services by SUPPLIER Contractors shall begin and SUPPLIER shall refuse to fill any requests for SUPPLIER Contractors to start Services unless and until the AGENCY/SCHOOL SYSTEM's Representative issues a properly executed Letter Purchase Order.

ARTICLE 5 - CONTENTS OF LETTER PURCHASE ORDER

5.1 Each Letter Purchase Order placed by AGENCY/SCHOOL SYSTEM Representative shall contain the following information:

1. Statement that Letter Purchase Order is issued pursuant to Agreement Number DESF -030928-PAEC
2. Scope of Work to be performed.
3. The dates at which Temporary Services are to commence and terminate.
4. The name, address, and telephone number of AGENCY/SCHOOL SYSTEM Representative.
5. Name (if provided by AGENCY/SCHOOL SYSTEM) of SUPPLIER Contractor.
6. Limit of expenditure.
7. Cost and Fees (i.e., Bill Rate and Expenses)

ARTICLE 6 – TERM OF AGREEMENT AND TERMINATION

6.1 The terms of this Agreement shall commence on April 1, 2009 and shall continue in effect for one year periods, automatically renewing annually on July 1 unless terminated by either party in accordance with Sections 6.2 of this Agreement.

6.2 This Agreement may be terminated prior to the ending date under the following conditions:

1. The foregoing notwithstanding, either party may terminate this Agreement by providing the other party at least thirty (30) days written notice; provided however, that this Agreement shall continue in force and effect with respect to any Letter Purchase Orders issued by AGENCY/SCHOOL SYSTEM and accepted by SUPPLIER prior to the date of termination.
2. As to the assignment of SUPPLIER's Contractors to any projects, AGENCY/SCHOOL SYSTEM, in addition to all other rights and remedies for the failure of SUPPLIER to perform its obligations under any Letter Purchase Order issued pursuant this Agreement, may cancel this Agreement and any and all Letter Purchase Orders issued pursuant to this Agreement, in whole or in part, by written notice to SUPPLIER specifying the extent to which the Letter Purchase Order(s) or Agreement are canceled and the date upon which such cancellation becomes effective. SUPPLIER shall be entitled to payment only for Temporary Services rendered, and for approved expenses under this Agreement or any Letter Purchase Order.
3. Either party upon thirty (30) days written notice, without cause, may terminate Letter Purchase Orders issued pursuant to this Agreement. In the event of such termination, SUPPLIER shall be entitled to payment for Temporary Services rendered to the effective date of termination and for any authorized expenses under the applicable Letter Purchase Order.
4. In the event of termination of this Agreement or any Letter Purchase Order, all AGENCY/SCHOOL SYSTEM property in SUPPLIER's possession shall be forwarded promptly to AGENCY/SCHOOL SYSTEM.

ARTICLE 7 - INTELLECTUAL PROPERTY AGREEMENT

7.1. SUPPLIER shall have each SUPPLIER Contractor sign an Intellectual Property Agreement in the forms annexed hereto as *Attachment A*. Said agreements shall be executed by the SUPPLIER Contractor and shall be retained by the SUPPLIER and accessible to AGENCY/SCHOOL SYSTEM for auditing purposes.

ARTICLE 8 - SUPPLIER CONTRACTORS

8.1 The term SUPPLIER CONTRACTORS means anyone performing the Work or furnished by SUPPLIER under this Agreement, including but not limited to the SUPPLIER's employees, consultants, representatives, agents, subcontractors, and subcontractors' subcontractors at all tiers. It is agreed that all persons provided by SUPPLIER to perform the Work are not employees or agents of AGENCY/SCHOOL SYSTEM and AGENCY/SCHOOL SYSTEM shall not exercise any direct control or supervision over SUPPLIER Contractors but AGENCY/SCHOOL SYSTEM's Representative will be available for consultation. The AGENCY/SCHOOL SYSTEM will identify an individual to be its Representative to SUPPLIER.

ARTICLE 9 - ARTICLE HEADINGS

9.1. The article headings are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

ARTICLE 10 - ATTACHMENTS

10.1 The following attachments are hereby made part of the Agreement:
Attachment A - Agreement between SUPPLIER contractor and AGENCY/SCHOOL SYSTEM regarding intellectual property

Attachment B - Schedule of pricing as described for services at the top of Attachment B
Attachment C - Schedule of pricing as described for services at the top of Attachment C

ARTICLE 11 - ASSIGNMENT

11.1 SUPPLIER shall not assign any right or interest under this Agreement (excepting solely for moneys due or to become due) without the prior written consent of AGENCY/SCHOOL SYSTEM. SUPPLIER shall be responsible to AGENCY/SCHOOL SYSTEM for all Work performed by SUPPLIER's contractor(s) at any tier. AGENCY/SCHOOL SYSTEM may assign this AGREEMENT to any affiliate of AGENCY/SCHOOL SYSTEM or any entity merging with or acquiring substantially all the assets of AGENCY/SCHOOL SYSTEM.

ARTICLE 12 - AUTHORSHIP, COPYRIGHT AND MASK WORK RIGHTS

12.1 The entire right, title, and interest, including copyright and mask work rights, in all original works of authorship fixed in any tangible medium of expression heretofore or hereafter created by SUPPLIER, or on SUPPLIER's behalf, for AGENCY/SCHOOL SYSTEM or furnished to AGENCY/SCHOOL SYSTEM hereunder is hereby transferred to and vested in AGENCY/SCHOOL SYSTEM. The parties expressly agree to consider as works made for hire those works ordered or commissioned by AGENCY/SCHOOL SYSTEM that qualify as such in accordance with the copyright laws. For all such original works, SUPPLIER agrees to provide documentation satisfactory to AGENCY/SCHOOL SYSTEM to assure the conveyance of all such right, title, and interest, including copyright and mask work rights, to AGENCY/SCHOOL SYSTEM.

ARTICLE 13 - BANKRUPTCY AND TERMINATION FOR FINANCIAL INSECURITY

13.1 Either party may terminate this Agreement by notice in writing:

1. If the other party makes an assignment for the benefit of creditors (other than solely an assignment of moneys due); or
2. If the other party evidences an inability to pay debts as they become due, unless adequate assurance of such ability to pay is provided within thirty (30) days of such notice.

If a proceeding is commenced under any provision of the Federal Bankruptcy Code, voluntary or involuntary, by or against either party, and this Agreement has not been terminated, the non-debtor party may file a request with the bankruptcy court to have the court set a date within sixty (60) days after the commencement of the case, by which the debtor party will assume or reject this Agreement, and the debtor party shall cooperate and take whatever steps necessary to assume or reject the Agreement by such date.

ARTICLE 14 - CHOICE OF LAW

14.1 This Agreement and all transactions under it shall be governed by the laws of the State where work is performed. SUPPLIER agrees to submit to the jurisdiction of any court wherein an action is commenced against AGENCY/SCHOOL SYSTEM based on a claim for which SUPPLIER has agreed to indemnify AGENCY/SCHOOL SYSTEM under this Agreement.

ARTICLE 15 - COMPLIANCE WITH LAWS

15.1 SUPPLIER and all persons furnished by SUPPLIER shall comply at their own expense with all applicable laws, ordinances, regulations and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performance under this Agreement.

ARTICLE 16 -DEVELOPED INFORMATION

16.1 SUPPLIER agrees that SUPPLIER will and, where applicable, will have SUPPLIER's associates (as defined in the article entitled INVENTIONS), disclose and furnish promptly to AGENCY/SCHOOL

SYSTEM any and all technical information, computer or other apparatus programs, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge or data, written, oral or otherwise expressed ("Information"), originated or developed by SUPPLIER or by any of SUPPLIER's associates as a result of Work performed under, or in anticipation of, this Agreement. SUPPLIER further agrees that all such Information shall be AGENCY/SCHOOL SYSTEM's property, shall be kept in confidence by SUPPLIER and SUPPLIER's associates, shall be used only in performing this Agreement or in the filling of orders hereunder, and may not be used for other purposes except upon such terms as may be agreed upon between the parties in writing.

ARTICLE 17 - FORCE MAJEURE

17.1 Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party or its contractors ("force majeure conditions").

ARTICLE 18 - GOVERNMENT REQUIREMENTS

18.1 As provided in Section 287.042(16) (a), Florida Statues, other state agencies may purchase from this resulting contract, provided that the Department Of Management Services has determined that the contract's use is cost-effective and in the best interest of the State of Florida. Upon such approval, the Contractor (SUPPLIER) may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

18.2 As part of this Agreement the SUPPLIER, its agents and employees agree to follow and abide by the State of Florida Code of Ethics, standard of conduct as contained in Part 3, Chapter112, Florida Statues.

ARTICLE 19 - IDENTIFICATION

19.1 SUPPLIER shall not, without AGENCY/SCHOOL SYSTEM's prior written consent, engage in publicity related to this Agreement, or make public use of any Identification (as hereinafter defined) in any circumstances related to this Agreement. "Identification" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of AGENCY/SCHOOL SYSTEM, or their affiliates. SUPPLIER shall remove or obliterate any Identification prior to any use or disposition of any material rejected or not.

ARTICLE 20 - IDENTIFICATION CREDENTIALS

20.1 AGENCY/SCHOOL SYSTEM may, at its discretion, require SUPPLIER's Contractors to exhibit identification credentials, which AGENCY/SCHOOL SYSTEM may issue, in order to gain access to AGENCY/SCHOOL SYSTEM's premises for the performance of the Work. If, for any reason, any of SUPPLIER's Contractors are no longer performing Work, SUPPLIER shall immediately inform AGENCY/SCHOOL SYSTEM's Representative in the speediest manner possible. Notification shall be followed by the prompt delivery to AGENCY/SCHOOL SYSTEM's Representative of the identification credentials.

ARTICLE 21 - IMPLEADER

21.1 SUPPLIER shall not implead or bring an action against AGENCY/SCHOOL SYSTEM based on any claim by any person for personal injury or death to a contractor of AGENCY/SCHOOL SYSTEM for which AGENCY/SCHOOL SYSTEM has previously paid or is obligated to pay worker's compensation benefits to such contractor or claimant and for which such contractor or claimant could not otherwise bring legal action against AGENCY/SCHOOL SYSTEM.

ARTICLE 22 - INDEMNITY

22.1 At AGENCY/SCHOOL SYSTEM's request, SUPPLIER agrees to indemnify, defend and hold harmless AGENCY/SCHOOL SYSTEM, its affiliates, customers, employees, successors and assigns (all referred to as "Panhandle Area Educational Consortium") from and against any losses, damages, claims, fines, penalties and expenses (including reasonable attorney's fees) that arise out of or result from: (1) injuries or death to persons or damage to property, including theft, in any way arising out of or caused or alleged to have been caused by the Work or Services performed by, or material provided by SUPPLIER or persons furnished by SUPPLIER except to the extent such injury or death to persons or damage to property is caused by negligent acts or omissions of AGENCY/SCHOOL SYSTEM or its employees; or (2) assertions under Workers' Compensation or similar acts made by persons furnished by SUPPLIER; or (3) any failure of SUPPLIER to perform its obligations under this Agreement.

ARTICLE 23 - INDEPENDENT CONTRACTOR

23.1 SUPPLIER and all individuals and entities furnished by SUPPLIER (collectively, the "SUPPLIER Group") to perform the Work are independent contractors and nothing in this Agreement shall result in the members of the SUPPLIER Group being deemed to be agents, employees, representatives, partners or joint ventures of AGENCY/SCHOOL SYSTEM. Further, none of the benefits provided by AGENCY/SCHOOL SYSTEM to its employee, including but not limited to compensation, insurance, employee benefit plan benefits or unemployment insurance, are available from AGENCY/SCHOOL SYSTEM to any member of SUPPLIER Group. The members of the SUPPLIER Group shall have no authority to bind, commit, or otherwise obligate AGENCY/SCHOOL SYSTEM in any manner whatsoever.

ARTICLE 24 - INFRINGEMENT

24.1 SUPPLIER shall indemnify and save harmless AGENCY/SCHOOL SYSTEM, its affiliates and their customers, officers, directors, and employees (all referred to in this article as "AGENCY/SCHOOL SYSTEM" from and against any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims (1) of infringement of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest, and (2) related by circumstances to the existence of this Agreement or performance under or in contemplation of it (an "Infringement Claim"). If the Infringement Claim arises solely from SUPPLIER's adherence to AGENCY/SCHOOL SYSTEM's policies and/or written instructions regarding services or tangible or intangible goods provided by SUPPLIER ("Items") and, with respect to tangible or intangible goods, if the Items are not (1) commercial items available on the open market or the same as such items, or (2) items of SUPPLIER's designated origin, design or selection, AGENCY/SCHOOL SYSTEM shall indemnify SUPPLIER. AGENCY/SCHOOL SYSTEM or SUPPLIER (at AGENCY/SCHOOL SYSTEM's request) shall defend or settle, at its own expense any demand, shall timely notify the other of any assertion against it of any Infringement. Claim and shall cooperate in good faith with the other to facilitate the defense of any such Claim.

ARTICLE 25 - INSURANCE

25.1 SUPPLIER shall maintain and cause SUPPLIER's subcontractors to maintain during the term of this Agreement:

1. Workers' Compensation insurance as prescribed by the law of the state or nation in which the Work is performed;
2. Employer's Liability insurance with limits of at least $1,000,000 for each occurrence;
3. Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least $1,000,000 combined single limit for bodily injury and property damage per occurrence.

All CGL insurance shall designate AGENCY/SCHOOL SYSTEM, its affiliates, and its directors, officers and employees (all referred to as "AGENCY/SCHOOL SYSTEM") as additional insured. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any other coverage available to AGENCY/SCHOOL SYSTEM shall apply on an excess basis. The SUPPLIER shall furnish certificates or adequate proof of the foregoing insurance, including if specifically requested by AGENCY/SCHOOL SYSTEM, endorsements and policies.

ARTICLE 26 - INVENTIONS

26.1 SUPPLIER agrees that if any inventions, discoveries or improvements are conceived, first reduced to practice, made or developed in anticipation of, in the course of, or as a result of work done under this Agreement, by SUPPLIER or by one or more of SUPPLIER's employees, consultants, representatives or agents ("associates"), SUPPLIER will assign to AGENCY/SCHOOL SYSTEM SUPPLIER's and SUPPLIERs associates' entire right, title and interest in and to such inventions, discoveries and improvements, and any patents that may be granted thereon in any jurisdiction of the world. SUPPLIER also agrees that, without charge to AGENCY/SCHOOL SYSTEM, SUPPLIER will and will have SUPPLIER's associates sign all papers and do all acts which may be necessary, desirable or convenient to enable AGENCY/SCHOOL SYSTEM at AGENCY/SCHOOL SYSTEM's expense to file and prosecute applications for patents on such inventions, discoveries and improvements, and to maintain patents granted thereon. SUPPLIER further agrees to grant and hereby grants AGENCY/SCHOOL SYSTEM and AGENCY/SCHOOL SYSTEM affiliate severally, under any patent issued in any jurisdiction of the world for any invention made prior to the completion of the work done under this Agreement, nonexclusive, royalty-free licenses (to the extent SUPPLIER has the right to do so) to make, have made, use lease, sell and import any product or facility derived from the Work done under this Agreement. The licenses so granted to AGENCY/SCHOOL SYSTEM include the right to grant sublicenses to their subsidiaries and associated companies. SUPPLIER also agrees to acquire from its associates such assignments; rights and covenants as to assure that AGENCY/SCHOOL SYSTEM shall receive the rights provided for in this INVENTIONS article.

ARTICLE 27 – INVOICING

27.1 Invoices shall be sent at the first of each month or as agreed to in a Letter Purchase Order.

27.2 Each invoice shall reference the applicable Letter Purchase Order and shall show the total hours/days worked and the bill rate charged. Any approved expenses shall also be stated on the invoice. Each invoice must include a copy of each SUPPLIER Contractor's time sheet and expense voucher approved by AGENCY/SCHOOL SYSTEM's Representative.

27.3 All authorized reimbursements to SUPPLIER or SUPPLIERs' Contractors shall be billed to AGENCY/SCHOOL SYSTEM by SUPPLIER and paid directly to SUPPLIER by AGENCY/SCHOOL SYSTEM.

ARTICLE 28- ABRITRATION

28.1 If a dispute relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties shall submit the dispute to a sole arbitrator. Each party shall bear its own expenses and equal share of the expenses of the arbitrator.

28.2 Nothing in this article shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending arbitration.

ARTICLE 29 - NON-EXCLUSIVE RIGHTS

29.1 This Agreement does not grant to SUPPLIER any exclusive privileges or rights to provide to AGENCY/SCHOOL SYSTEM the Temporary Services of any type which AGENCY/SCHOOL SYSTEM may require, nor requires the purchase of such services by AGENCY/SCHOOL SYSTEM. AGENCY/SCHOOL SYSTEM may contract with other companies or individuals for the procurement of the same or comparable Temporary Services.

ARTICLE 30 - NOTICES

30.1 All notices under this Agreement and under each Letter Purchase Order shall be deemed duly given upon delivery, if delivered by hand or if sent by certified mail, postage prepaid, return receipt requested, as set forth below or to such other address as either party may designate by notice pursuant hereto:

AGENCY/SCHOOL SYSTEM:

Panhandle Area Educational Consortium
753 West Boulevard
Chipley, Florida 32428
(850)638-6131
Attention: Mr. Patrick McDaniel, Interim Executive Director

SUPPLIER: DES of Florida, LLC.
3015 North Shannon Lakes, Suite 304
Tallahassee, Florida 32309
(850) 893-1315
Attention: Roy F. DeCastro, President & Managing Partner

ARTICLE 31 - PAYMENT TERMS

31.1 Invoices shall be paid within thirty (30) days of receipt of invoice.

ARTICLE 32 - RELEASES VOID

32.1 Neither party shall require (i) waivers or releases of any personal rights or (ii) execution of documents which conflict with the terms of this Agreement, from employees, representatives or customers of the other in connection with visits to its premises and both parties agree that no such releases, waivers or documents shall be pleaded by them or third persons in any action or proceeding.

ARTICLE 33 - RIGHT OF ACCESS

33.1 Each party shall permit the other party reasonable access to its facilities in connection with Work under this Agreement. No charge shall be made for such visits. It is agreed that prior notification will be given when access is required.

ARTICLE 34 - RIGHT OF ENTRY

34.1 Each party shall have the right to enter the premises of the other party during normal business hours with respect to the performance of this Agreement, subject to all plant rules and regulations, security regulation and procedures and U.S. or foreign government clearance requirements, if applicable.

ARTICLE 35 – RIGHT TO HIRE

35.1 For the purpose of this Agreement, this section has been deleted.

ARTICLE 36 - SEVERABILITY

36.1 If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Agreement, but rather this entire

Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE 37 - STANDARDS

37.1 SUPPLIER Contractors with records of criminal convictions, other than minor traffic violations, shall not be assigned to AGENCY/SCHOOL SYSTEM until a detailed statement of the circumstances is furnished to AGENCY/SCHOOL SYSTEM for its review and AGENCY/SCHOOL SYSTEM has given its written approval of such assignment. In fulfilling SUPPLIER's obligations under this article, SUPPLIER shall comply fully with the laws relating to the making of investigative reports and the disclosure of information contained therein.

ARTICLE 38 - SUPPLIER'S EMPLOYEES AND SUBCONTRACTORS

38.1 SUPPLIER shall not delegate or subcontract any Work or other obligation under this Agreement without the prior written consent of AGENCY/SCHOOL SYSTEM. If any of the Work is dependent on work done by others, SUPPLIER shall inspect and promptly report to AGENCY/SCHOOL SYSTEM's Representative any defect that renders such other work unsuitable for SUPPLIER's proper performance. All persons furnished by SUPPLIER shall be considered solely SUPPLIER's employees or agents, and SUPPLIER shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions when required by law.

ARTICLE 39 - SUPPLIER'S INFORMATION

39.1 SUPPLIER shall not provide under, or have provided in contemplation of this Agreement, any idea, data, program, technical, business or other intangible information, however conveyed, or any document, print, tape, disc, semiconductor memory or other information-conveying tangible article, unless SUPPLIER has the right to do so, and SUPPLIER shall not view any of the foregoing as confidential or proprietary.

ARTICLE 40 - SUPPLIER REPORTS

40.1 Letter Purchase Order reports (to be negotiated by SUPPLIER and AGENCY/SCHOOL SYSTEM).

40.2 Agreement reports (to be negotiated by SUPPLIER and AGENCY/SCHOOL SYSTEM).

ARTICLE 41 - SURVIVAL OF OBLIGATIONS

41.1 The obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 42 - TOOLS AND EQUIPMENT

42.1 Any equipment required by AGENCY/SCHOOL SYSTEM shall be paid by AGENCY. SUPPLIER will not be required to furnish or pay for any equipment needed by contractor to perform duties required in LPO.

ARTICLE 43 - USE OF INFORMATION

43.1 SUPPLIER shall view as AGENCY/SCHOOL SYSTEM's property any idea, data, program, technical, business or other intangible information, however conveyed, and any document, print, tape, disc, tool, or other tangible information conveying tangible or performance-aiding article owned or controlled by AGENCY/SCHOOL SYSTEM, and provided to, or acquired by, SUPPLIER under or in contemplation of this Agreement (Information). SUPPLIER shall, at no charge to AGENCY/SCHOOL SYSTEM, and as AGENCY/SCHOOL SYSTEM directs, destroy or surrender to AGENCY/SCHOOL SYSTEM promptly at its request any such article or any copy of such Information. SUPPLIER shall keep Information confidential and use it only in performing under this Agreement and obligate its employees, subcontractors and others working for it to do so, provided that the foregoing shall not apply to

information previously known to SUPPLIER free of obligation, or made public through no fault imputable to SUPPLIER. Nothing in this clause shall alter or negate SUPPLIER's obligations under the Section 4.2 of the clause LETTER PURCHASE ORDERS.

ARTICLE 44 – WAIVER

44.1 The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

ARTICLE 45 - ENTIRE AGREEMENT

45.1 This Agreement shall incorporate the typed or written provisions on AGENCY/SCHOOL SYSTEM's Letter Purchase Order(s) issued pursuant to this Agreement and shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and the Letter Purchase Order(s) and shall not be modified or rescinded, except by a writing signed by SUPPLIER and AGENCY/SCHOOL SYSTEM. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written communications and understandings of the parties with respect to the subject matter of this Agreement.

Washington County School Board		**DES of Florida, LLC.**	
By	_____	By	_____
	(Authorized Signature)		**(Authorized Signature)**
Name	**Dr. Sandra M. Cook**	Name	**Roy F. DeCastro**
Title	**Superintendent**	Title	**President & Managing Partner**
Date	_____	Date	_____
By	_____		_____
	(Authorized Signature)		
Name	**Patrick McDaniel**		
Title	**Interim Executive Director Panhandle Area Educational Consortium**		
Date	_____		_____

ATTACHMENT A

AGREEMENT BETWEEN SUPPLIER CONTRACTOR AND PANHANDLE AREA EDUCATIONAL CONSORTIUM REGARDING INTELLECTUAL PROPERTY

In consideration of payment for the performance of work or assignments for Panhandle Area Educational Consortium or any of its affiliates, and other good and valuable consideration, including the use on behalf of DES of Florida, LLC, of its material, private or proprietary information, or facilities;

I agree that I will keep in confidence and will not, except as required in the conduct of general business or as authorized in writing on behalf of Panhandle Area Educational Consortium , publish, disclose or use, during and after the period of my work or assignment, any private or proprietary information which I may in any way acquire, learn, develop, or create by reason of such work or assignment;

(Date)	(Signature)
DES of Florida, LLC (Name of SUPPLIER)	(Typed or Printed Name)
DESF -030928-PAEC (Agreement Number)	(Social Security Number)

ATTACHMENT B

PRICING OF CONTRACTORS PAID ON AN HOURLY BASIS

The compensation of Contractors paid on an hourly basis will be for time worked and will receive no pay for time not worked and, accordingly, Panhandle Area Educational Consortium (PAEC) will not be billed for time not worked. Such Contractor will not be paid for Holidays, Vacation, Sick Leave or any other time off from work. The percentage mark-ups reflected in the table below include, but are not limited to, the costs associated with employer's portion of payroll taxes including FICA, Medicare, Federal and state unemployment taxes, workman's compensation insurance, general liability and employment practices insurance, and cost of funds. Should Supplier be required or PAEC elect to have the Contractor receive certain benefit(s) that have not been contemplated by Supplier in determining the mark-up, any increase in the mark-up will be negotiated on a case-by-case basis and will be set forth in the Letter Purchase Order. Because special circumstances and/or conditions may arise were the percentage mark-up reflected in the table below will differ from the percentage mark-up in the Letter Purchase Order, the percentage mark-up in the executed Letter Purchase Order will govern.

Hourly Pay Ranges	Percentage Mark-up
$11.00 to $16.00	48.00%
$16.01 to $21.00	44.00%
$21.01 to $26.00	40.00%
$26.01 to $31.00	39.00%
$31.01 to $36.00	38.00%
$36.01 to $41.00	37.00%
$41.01 to $46.00	36.00%
$46.01 to $51.00	35.00%

ATTACHMENT C

PRICING OF SALARIED CONTRACTORS

The compensation of Contractors assigned to a salary position shall include the pay for Holidays, Vacation, Sick Leave and any other time off with pay as may be negotiated from time to time between Supplier and Panhandle Area Educational Consortium (PAEC). The specific number of days will be determined on a case-by-case basis and will be set forth in the Letter Purchase Order. The percentage mark-ups reflected in the table below include, but are not limited to, the costs associated with employer's portion of payroll taxes including FICA, Medicare, Federal and state unemployment taxes, workman's compensation insurance, general liability and employment practices insurance, and cost of funds. Should Supplier be required or PAEC elect to have the Contractor receive certain benefit(s) that have not been contemplated by Supplier in determining the mark-up, any increase in the mark-up will be negotiated on a case-by-case basis and will be set forth in the Letter Purchase Order. Because special circumstances and/or conditions may arise were the percentage mark-up reflected in the table below will differ from the percentage mark-up in the Letter Purchase Order, the percentage mark-up in the executed Letter Purchase Order will govern. The Contractor will be eligible, at no additional cost, to participate in the Supplier's 401(k) Plan upon meeting certain plan eligibility requirements.

Salary Ranges	Percentage Mark-up
Below $45,000	29.5%
$45,001 to $50,000	28.5%
$50,001 to $55,000	28.0%
$55,001 to $60,000	26.5%
$60,001 to $65,000	26.0%
$65,001 to $70,000	25.5%
$70,001 to $75,000	25.0%
$75,001 to $80,000	24.5%
$80,001 to 85,000	24.0%
$85.001 to $90,000	23.5%
$90,001 to $95,000	23.0%
Greater than $95,001	22.5%

DESF
DES of Florida, LLC

Roy F. DeCastro
President & Managing Partner

P.O. Box 13935
Tallahassee, FL 32317-3935
rdecastro@dessolutions.com
www.desfsolutions.com

Phone: (850) 893-1315 ext. 101
Toll Free Phone: (888) 337-3521
Toll Free Fax: (888) 219-7972

"Providing Professional Staffing Solutions"

Florida Retirement System

Retention of Critically Needed DROP Retirees

PRESENTED BY:

DES of Florida, LLC (DESF)

Dear Florida Retirement System participant

I appreciate the opportunity to introduce DES of Florida, LLC (DES/F) and the process we have in place for retaining critically needed Deferred Retirement Option Plan (DROP) retirees.

Our work in the area of DROP employee retention was initiated in May of 2003 when State of Florida agencies and School Districts began feeling the effects of the DROP employees leaving and the passing of the class Size initiative. We have established a staffing solution to provide an effective way to retain critically needed qualified personnel. DES/Fs' primary goals for our staffing solution distinguishes our company from others. Our primary goals are:

- **The DROP retiree's status and benefits cannot be jeopardized.**
  DES/F has documentation from the State of Florida substantiating that our employees' retirement benefits are not in jeopardy. These documents also protect the FRS participating agencies from the issue of co-employment with State Retirement Division and the Internal Revenue Service

- **Keep the cost of our services comparable to the loaded cost of the employee**.
  DES/F used information from the Department of Management Service annual workforce report to structure our cost model. This has enabled DES/F to be "budget neutral" to the agencies which we serve.

- **To maintain the retiree's salary level at the point in which they retired**.
  DES/F employees are able to maintain the same salary as when they retired.

DES/F has been working successfully with many State of Florida agencies ~~and School~~ Districts. If you wish to speak to or find out which organizations we're working with please contact me and I can provide you with their contact information.

Thank you for your time and consideration of DES/F, please contact me if you are interested in further information about DES/F and our services.

Sincerely,

Roy F. DeCastro
DES of Florida,LLC
President and Managing Partner

MyFlorida.com

www.MyFlorida.com/frs

DEPARTMENT OF MANAGEMENT SERVICES

Division of Retirement

Bureau of Enrollment and Contributions
Cedars Executive Center
2639 North Monroe Street, Building C
Tallahassee, FL 32399-1560

Telephone: 850-488-8837
Fax: 850-410-2196

JEB BUSH, GOVERNOR

WILLIAM S. SIMON, SECRETARY

September 9, 2003

Mr. Roy F. DeCastro, President
DES of Florida LLC
Post Office Box 13935
Tallahassee, Florida 32317-3539

Dear Mr. DeCastro:

I have reviewed the following documents relating to DES of Florida, LLC:

- General Agreement for Temporary Services
- Purchase Order Letter
- LPO/Contract

Based on these documents, I have determined that if your company hires a Florida Retirement System (FRS) retiree, he is an employee of your company. DES of Florida, LLC can provide services to an FRS participating employer (buyer) without jeopardizing the retirement benefits of this retiree.

If I can be of further service, please contact me at (850) 414-6386.

Sincerely,

Cathy Smith
Benefits Administrator

CS:mea

DEPARTMENT OF MANAGEMENT
SERVICES

"We serve those who serve Florida"

JEB BUSH
Governor

Tom Lewis, Jr.
Secretary

MyFlorida.com

Office of the General Counsel
4050 Esplanade Way
Suite 160
Tallahassee, Florida
32399-0950

Telephone:
850-487-1082

Fax:
850-922-6312

Internet:
www.MyFlorida.com

18 April 2005

Roy F. DeCastro, Principal
DES of Florida, LLC
Post Office Box 13935
Tallahassee, Florida 32317-3935

Re: Hiring of Retired FRS Members

Dear Mr. DeCastro:

This letter is to confirm my recent e-mail to you regarding DES of Florida's proposal to hire retired Florida Retirement System (FRS) members and to utilize them as temporary employees providing services to FRS employers.

Our legal staff has reviewed your proposed contract. Provided the retired FRS members are employed by DES and not by a FRS participating employer there is no statutory prohibition that would prohibit DES from offering them as temporary workers to FRS participating employers or that would impact their continued receipt of state retirement benefits.

Should you require anything further, please do not hesitate to contact me.

Sincerely,

Steve Godwin
Deputy General Counsel

cc:

Chris Kimmons, Chief Human Resource
Management Officer
Division of Human Resource Management

OPERATING PROCEDURE FOR USE OF DES OF FLORIDA EMPLOYEES AND EMPLOYEES OF OTHER EMPLOYEE LEASING COMPANIES

In meeting its obligation to provide quality services while being mindful of its obligation to use the District's funds in a responsible manner, the Board implements the following internal operation procedure with regard to the use of DES of Florida (DESF) employees or employees from employee leasing companies or similar vendors:

A. **Selection of Positions and Employees**

(1) (a). Positions for which DES or leased employees from another similar vendor will be used to provide services must be approved by the School Board before issuance of the Letter Purchase Order. The positions must be non-union positions.

(b) The person either selected or proposed to perform the services under the agreement must be approved by the School Board before provision of services begins. The start date for provision of services, length of contract and salary of the individual performing the services shall be approved by the School Board.

(c) Any former District employee proposed to provide services under the DES agreement or agreement with any similar vendor must have completed their DROP period.

(2) Persons approved to perform services in a specific position via a letter purchase order with DES or other similar vendor shall be used to perform such services only through the end of the school year (June 30th) during which the letter purchase order was initiated. To the extent an individual providing services under the DESF of other such agreement desires to continue providing those services at the expiration of the purchase order period, the individual may apply for the position as a new employee of the District. If selected to fill the position, the individual will be employed at the District's beginning pay scale for the position and must terminate his/her employment with DESF or other similar vendor.

B. **Compensation for services**

(1) During the initial year of the DESF agreement, the total cost for the provision of services under the letter purchase order, including the DESF mark up, shall not exceed the salary paid for the position during the 2012-2013 school year.

(2) After the initial contract year (2012-2013), any services provided pursuant to a letter purchase order under the DESF agreement or other similar vendor shall be compensated at the beginning salary for the position filled.

C. **Duration of Contract**

The DESF contract or contract with a similar vendor must be approved by the School Board on an annual basis.

PREAMBLE

This Agreement, entered into this 25th day of October 2011, by and between The School Board of Gadsden County, Florida, hereinafter called the "Board", and the Gadsden County Classroom Teachers Association, hereinafter called the "GCCTA", an affiliate of the Florida Teaching Profession and the National Education Association,

WITNESSETH:

That in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

The Board hereby recognizes the GCCTA as the exclusive collective bargaining representative for the professional employees of The School Board of Gadsden County, Florida described as follows:

> All full-time certificated instructional employees (as defined in applicable Florida Statutes, State Board of Education Regulations, and Policies, Rules and Regulations of The School Board of Gadsden County, Florida); PROVIDED, HOWEVER, that the Bargaining Unit shall not include any of the following: District Superintendent of Schools; Assistant District Superintendent of Schools; Directors, Coordinators, Supervisors; Visiting Teachers, Public Information Officers; Psychologists, Research Assistants; Occupational Specialists; Principals; Assistant Principals, R.O.T.C. personnel; Curriculum Assistants and Helping Teachers. The Bargaining Unit shall include Teachers, Peer Teachers, Librarian/Media Specialists and Guidance Counselors.

Whenever used hereinafter, the term "teacher" shall mean any professional employee who is included in the foregoing appropriate unit.

ARTICLE II
ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The GCCTA shall be permitted use of school property, facilities and equipment in accordance with applicable provisions of Gadsden County School Board Policy.

B. The GCCTA shall have the right to post notices of activities and matters of GCCTA concern on one bulletin board in a designated area mutually agreed upon by the president of the GCCTA and the site administrator at each school center. Only GCCTA notices authorized by the president of the GCCTA or the GCCTA building representative may be posted. Prior to the posting of each notice a copy will be given to the building principal, which shall be a prerequisite to such posting.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 5b

DATE OF SCHOOL BOARD MEETING: October 9, 2012

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:

PREPARED BY: Rose Raynak

POSITION: Director of Federal Programs

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: R Raynak

The School Board of Gadsden County Florida
Title I 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 in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Terem Education Services, Inc.
Contact Address: P.O. Box 15322
City, Zip, State: Tallahassee, FL 32317

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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

Initials

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)
   Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

Initials

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

Initials

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

Initials _____

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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 (2-5 students) ☐ Large Group (6-10) no more than 10 students ☐

Maximum number of students per tutor:_____

Time/Day of Sessions: afterschool hours

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 2
(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 2

 # Sessions per Month: 8

Type of Service: Check and complete all that apply.

Online ☑ **One-on-One** ☐

Small Group ☐ **Large Group** ☐

Maximum number of students per tutor 10

Sessions: ___ **Time:** _____ **Day(s):** _____

Location of Sessions: Check all that apply.

☐**School campus** ☐**Provider facility** ☐**Faith-based center**

☐**Community-based center** ☐**Student's home (with parent present)**

☐**Child Care Center** ☐**Public site such as public library**

☑**Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,177.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013**.**

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

Initials

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

Initials

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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

Initials

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:

Judge Helms
School 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:

Mary White CEO 9/3/2012
Provider Authorized Representative: Name / Title / Signature / Date

Terem Educational Services, Inc
Name of Supplemental Educational Service Provider:

P.O. Box 15322
Address

Tallahassee, FL 32317
City / State / Zip Code

(850) 445-6441 — (813) 951-4991
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

BOUCHARD INSURANCE/PHS
PO BOX 29611
CHARLOTTE NC, 28229

Madisom County School Bd.
210 E DUVAL AVE
MADISON, FL 32340

ACORD

CERTIFICATE OF LIABILITY INSURANCE

JM
U047

DATE (MM/DD/YYYY)
08-30-2012

THIS CERTIFICATEIS 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 SUBROGATIONIS 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
BOUCHARD INSURANCE/PHS
228725 P:(866)467-8730 F:(877)538-8526
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866)467-8730 FAX (A/C, No): (877)538-8526
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Ins Co LTD	
INSURER B : Aspen American Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TEREM EDUCATION SERVICES INC
6407 FOXBURY RIDGE LN
RIVERVIEW FL 33578

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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC	[ ]	[ ]	21 SBM BT7441	08/23/2012	08/23/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] HIRED AUTOS SCHEDULED AUTOS [X] NON-OWNED AUTOS	[ ]	[ ]	21 SBM BT7441	08/23/2012	08/23/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] 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	N/A	[ ]				WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liab	[ ]	[ ]	EPGO014427	08/29/2012	08/29/2013	$1,000,000/$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
Madisom County School Bd.
210 E DUVAL AVE
MADISON, FL 32340

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
Jac Maillon

06-01-2012

JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 06/01/2012 **EXPIRATION DATE: N/A**

PERSON: WHITE MARY

FEIN: 522379215

BUSINESS NAME AND ADDRESS:

TEREM EDUCATION SERVICES INC
6407 FOXBURY RIDGE LN
RIVERVIEW FL 33578

SCOPES OF BUSINESS OR TRADE:

1- COLLEGE: ALL OTHER EMPLOYEE 2- SOCIAL SERVICES

IMPORTANT: Pursuant to Chapter 440 . 05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1609

DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-11

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
NON-CONSTRUCTION INDUSTRY
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW

EFFECTIVE: 06/01/2012 EXPIRATION DATE: N/A

PERSON: MARY WHITE

FEIN: 522379215

BUSINESS NAME AND ADDRESS:
TEREM EDUCATION SERVICES INC
6407 FOXBURY RIDGE LN
RIVERVIEW, FL 33578

SCOPE OF BUSINESS OR TRADE:
1- COLLEGE: ALL OTHER EMPLOYEE 2- SOCIAL SERVICES

IMPORTANT

FOLD HERE

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt.

Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1609

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*** Carry bottom portion on the job, keep upper portion for your records.**

DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-11

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 31st day of August, 2012, between the School Board of Gadsden County 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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. The plan must include a statement of specific achievement goals for

Initials DM

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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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 □
To the DISTRICT	Monthly **X**	

Sessions per Week: 2 # Sessions per Month: 8-10 depending upon month

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

Online □ One-on-One □

Small Group (2-5 students) X Large Group (6-10) no more than 10 students □

Maximum number of students per tutor: 3

Time/Day of Sessions: Monday through Thursday 3:30-8:30 Sat. 10-2:00
Parents choice; students attend 1 hour, 2 days per week

Location of Sessions: *Check all that apply.*

- □ School campus
- □ Community-based center
- □ Child Care Center
- □ Student's home with tutor present
- X 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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 1

(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 2 - 1 hour sessions

 # Sessions per Month: 8-10 depending upon month

Type of Service: Check and complete all that apply.

Online ☐ **One-on-One** ☐

Small Group ☒ **Large Group** ☐

Maximum number of students per tutor 3

Sessions: 1 hr. **Time:** 3:30 - 8:30 **Day(s):** M-T-W-Th-S
M-Th 10-12:00 Sat.

Location of Sessions: Check all that apply.

☐**School campus** ☒**Provider facility** ☐**Faith-based center**

☐**Community-based center** ☐**Student's home (with parent present)**

☐**Child Care Center** ☐**Public site such as public library**

☐**Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

Initials

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,177.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

Initials _____

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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:

Diane M. Redinger, President 8/31/12
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

09-05-12P02:11 RCVD
Initials

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07-25-2012

THIS CERTIFICATEIS 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 ADDITIONALINSURED, the policy(ies) must be endorsed. If SUBROGATIONIS 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
ARTHUR J GALLAGHER RISK MGMT/PHS
382464 P:(866)467-8730 F:(877)905-0457
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (866)467-8730 | FAX (A/C, No): (877)905-0457
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Ins Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FLORIDA LEARNING CENTERS INC D/B/A
SYLVAN LEARNING CENTER
2811 CAPITAL CIR NE STE 3
TALLAHASSEE FL 32308

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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC	[X]	[ ]	38 SBM UG6805	07/01/2012	07/01/2013	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 $ 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	07/01/2012	07/01/2013	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 DED [ ] RETENTION $	[ ]	[ ]				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	[ ]				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)
Those usual to the Insured's Operations. Certificate holder is an Additional Insured per the Business Liability Coverage Form SS0008, attached to this policy.

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sylvan Learning

Hours of Operation

Monday through Friday
3:30 p.m. to 7:30 p.m.
Saturday
10:00 a.m. to 2:00 p.m.

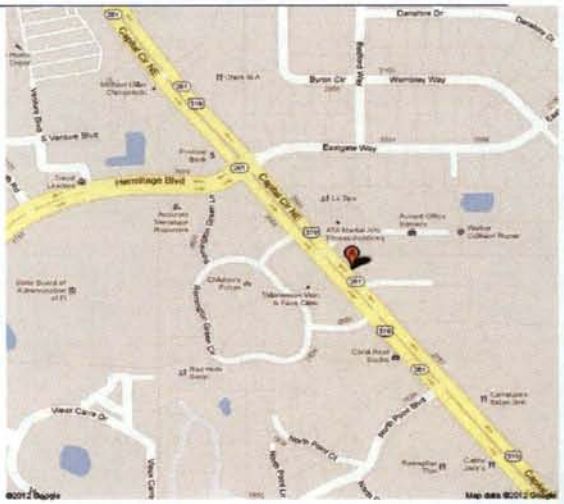
FREE TUTORING

Sylvan Learning Center of Leon is offering eligible students from Gadsden County 20 hours of instruction in reading or math. Students must attend sessions at our center located in Tallahassee. Students are scheduled for instruction two days a week for one hour each session.

Sylvan Learning of Leon

2811 Capital Circle NE
Tallahassee, FL 32308

Phone: 850-385-8696
Fax: 850-385-8581
Email: Sylvan0617@sylvan-learning.com



Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch **AND** attends an eligible Title 1 School. If parental request 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 promote or endorse any particular supplemental educational services (SES) provider.

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 31st day of August, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Panhandle Area Educational Consortium
Contact Address: 753 West Boulevard
City, Zip, State: Chipley FL 32428

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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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.

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

Initials _____

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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:

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

Online ☐ One-on-One ☐

Small Group (2-5 students) ☒ Large Group (6-10) no more than 10 students ☐

Maximum number of students per tutor: 5

Time/Day of Sessions:
3:15 - 4:15 pm

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 5
(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 2

 # Sessions per Month: _____

Type of Service: Check and complete all that apply.

Online ☐ **One-on-One** ☐

Small Group ☑ **Large Group** ☐

Maximum number of students per tutor 5

Sessions: ___ **Time:** 3:15 - 4:15 **Day(s):** Tuesday + Thursday

Location of Sessions: Check all that apply.

☐**School campus** ☑**Provider facility** ☐**Faith-based center**

☐**Community-based center** ☐**Student's home (with parent present)**

☐**Child Care Center** ☐**Public site such as public library**

☐**Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

Initials BW

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,17[illegible].00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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:

Bonnie Wertenberger SES Coordinator Bonnie Wertenberger 8.31.12
Provider Authorized Representative: Name / Title / Signature / Date

Panhandle Area Educational Consortium
Name of Supplemental Educational Service Provider:

753 West Boulevard
Address

Chipley FL 32428
City / State / Zip Code

850.638.6131 x 2259 59-6000898
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 BW
09-14-12A11:05 RCVD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/02/2012

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
Marsh USA Inc.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323

101246-CAS--12-13

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyd's Of London	1122000
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Panhandle Area Educational Consortium
753 West Boulevard
Chipley, FL 32428

COVERAGES **CERTIFICATE NUMBER:** ATL-002748872-12 **REVISION NUMBER:** 5

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**			PK1001612	07/01/2012	07/01/2013	EACH OCCURRENCE	$ N/A
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ EXCLUDED
	X CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$ EXCLUDED
	X SIR: $100,000						PERSONAL & ADV INJURY	$ INCLUDED
							GENERAL AGGREGATE	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						EACH CLAIM	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					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)

Supplemental Educational Services (SES) provided to George W. Munroe Elementary, West Gadsden High, Havana Middle, East Gadsden High, Havana Northside High, Havana Elementary, Greensboro Elementary, Chattahoochee Elementary, Gretna Elementary, St. Johns Elementary, Stewart Street Elementary, James A. Shanks Middle, Carter Parramore Academy, Crossroad Academy, Hope Academy, Gadsden Central Academy, Dick Howser Center, GEMS and PAEC Migrant School.

CERTIFICATE HOLDER

Gadsden County School Board
35 Martin Luther King Boulevard
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
of Marsh USA Inc.
Rosalia Croes — Rosalia A. Croes

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 10th day of September, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Out of the Box Solutions, LLC,
Contact Address: PO Box 10572
City, Zip, State: Tallahassee, FL 32302-2572

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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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: 1-6 as listed on SLP # Sessions per Month: 4-20 as listed on SLP

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

Online ☐ One-on-One ☒

Small Group (2-5 students) ☒ Large Group (6-10) no more than 10 students ☒

Maximum number of students per tutor: 10

Time/Day of Sessions:
M-F (Afterschool - 8pm) / Sat + Sun (8:00am - 8pm) Based on SLP

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 3

(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: [redacted] 1-3

 # Sessions per Month: 4-12

Type of Service: Check and complete all that apply.

Online ☐ **One-on-One** ☒

Small Group ☒ **Large Group** ☒

Maximum number of students per tutor Individual = 1 Small Group = 2-5 Large Group = 6-10

Sessions: I = 17 SG = 18.25 LG = 20 **Time:** M-F = Afterschool - 8p S+S = 8am - 8p **Day(s):** M-F and S+S

Location of Sessions: Check all that apply.

☐ **School campus** ☐ **Provider facility** ☒ **Faith-based center**

☒ **Community-based center** ☒ **Student's home (with parent present)**

☒ **Child Care Center** ☒ **Public site such as public library**

☐ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,170.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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:

Marion L. Jones, Jr / Director of Programs / [signature] 9/10/12
Provider Authorized Representative: Name / Title / Signature / Date

Out of the Box Solutions, LLC.
Name of Supplemental Educational Service Provider:

PO Box 10572
Address

Tallahassee, FL 32302-2572
City / State / Zip Code

850-391-9177 / 26-2445903
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

09-17-12P12:32 RCVD

OP ID: DM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/12

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 Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington, NY 11743 House Accounts 631-421-2424 631-421-2004	CONTACT NAME: Vicky Hanley PHONE (A/C, No, Ext): 631-421-2424 FAX (A/C, No): 631-424-2004 E-MAIL ADDRESS: vhanley@intermarketins.com PRODUCER CUSTOMER ID #: OUTOF-2
INSURED Out of the Box Solutions LLC PO Box 10572 Tallahassee, FL 32302	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Markel Insurance Company INSURER B : CNA Insurance Companies 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 $0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		3602CC343510-2	08/06/12	08/06/13	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 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			3602CC343510-2 $0 DEDUCTIBLE	08/06/12	08/06/13	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 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		40126513 $0 DEDUCTIBLE	08/06/12	08/06/13	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	Prof Liability			3602CC343510-2 $0 DEDUCT	08/06/12	08/06/13	ACT/AGG	$1Mil/$2Mil
A	Abuse/Molestation			3602CC343510-2 $0 DEDUCT	08/06/12	08/06/13	PP/AGG	$1Mil/$1Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured if required by written contract or agreement.

CERTIFICATE HOLDER

SBGADSD

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

OP ID: DM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/12

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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 Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington, NY 11743 House Accounts 631-421-2424 631-421-2004	CONTACT NAME: Vicky Hanley PHONE (A/C, No, Ext): 631-421-2424 FAX (A/C, No): 631-421-2004 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: THELI-4
INSURED The Literacy Through Sports PO Box 695191 Miami, FL 33269	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Ins Companies INSURER B: CNA Insurance Companies 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 Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PHPK913310 - $0 DEDUCT	08/27/12	08/27/13	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 ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			3602CC341746-0 - $0 DEDU	08/27/12	08/27/13	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 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5085372898 - $0 DEDUCT	08/27/12	08/27/13	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	Prof Liability			3602CC341746-0 - $0 DEDUC	08/27/12	08/27/13	ACT/AGG	$1Mil/$2Mil
A	Abuse/Molestation			3602CC341746-0 - $0 DEDUC	08/27/12	08/27/13	PP/AGG	$1Mil/$1Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured if required by written contract or agreement.

CERTIFICATE HOLDER

GADSDEN

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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ACORD 25 (2009/09)

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 4th day of September, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Kinetic Potential Scholars
Contact Address: 1100 Mercantile Lane Suite 115A
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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

Initials _____

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

Initials _____

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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: 8-12

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

Online ☒ One-on-One ☒

Small Group (2-5 students) ☒ Large Group (6-10) no more than 10 students ☒

Maximum number of students per tutor: 10

Time/Day of Sessions:
M-F 7am-9am and 2pm-5pm; Sat 9am-6pm; Sun. (by appointment only)

Initials

Location of Sessions: *Check all that apply.*

- [x] School campus
- [ ] Provider facility
- [x] Faith-based center
- [x] Community-based center
- [x] Student's home (on-line or computer-based)
- [x] Child Care Center
- [x] 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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 1
(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 2-4

 # Sessions per Month: 8-12

Type of Service: Check and complete all that apply.

Online ☒ **One-on-One** ☒

Small Group ☒ **Large Group** ☒

Maximum number of students per tutor 10

Sessions: 20 **Time:** 7am-9am 2pm-4pm **Day(s):** M-F

Location of Sessions: Check all that apply.

☒ **School campus** ☐ **Provider facility** ☒ **Faith-based center**

☒ **Community-based center** ☐ **Student's home (with parent present)**

☒ **Child Care Center** ☒ **Public site such as public library**

☒ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,174.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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 9/4/12
Provider Authorized Representative: Name / Title / Signature / Date

Kinetic Potential Scholars
Name of Supplemental Educational Service Provider:

1100 Mercantile Lane Suite 115A
Address

Largo, MD 20774
City / State / Zip Code

(301) 883-8256 / 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

09-06-12A10:22 RCVD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2012

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:	
Statland & Katz, Ltd. 8811 Colesville Road Suite 2 Silver Spring, MD	PHONE (A/C, No, Ext): (800)281-0670	FAX (A/C, No):
	E-MAIL ADDRESS: jstatland@statlandkatz.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Digital Network Group, LLC & KP Scholars & Kinetic Potential Scholars 1100 Mercantile Lane Ste 115A Largo, MD 20774	INSURER A : Philadelphia Insurance Company	
	INSURER B : The Hartford Group	
	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 BUS. PERS. PROPERTY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PHPK843094 $10,500	3/19/2012	3/19/2013	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
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK843094	3/19/2012	3/19/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE X DED RETENTION $ 10,000			PHUB377006	3/19/2012	3/19/2013	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
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		42WECLE0910	3/30/2012	3/30/2013	WC STATU-TORY LIMITS X 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	Directors & Officers Liability Professional Liability Sexual abuse/Molestation Employment Practices Liability			81071516 PHPK843094 PHPK843094 81071516	4/20/2012 3/19/2012 3/19/2012 4/20/2012	4/20/2013 3/19/2013 3/19/2013 4/20/2013	$1,000,000 Occ/$1,000,000Agg/$5,000 Ded. $1,000,000 Occ/$3,000,000Agg/$2,500 Ded. $1,000,000 Occ/$1,000,000Agg/$1,000 Ded. $1,000,000 Occ/$1,000,000Agg/$2,500 Ded.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Directors & Officers Full Prior Acts.
Retro active date for Professional Liability is 3/19/2012.
Employment Practices Liability Full Prior Acts.
Retro active date for Sexual abuse/Molestation is 3/19/2012.

SCHOOL BOARD OF GADSDEN COUNTY, FL ALSO ADDITIONAL INSURED.

CERTIFICATE HOLDER

SCHOOL BOARD OF GADSDEN COUNTY, FL
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



The School Board of Gadsden County Florida
Title I 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 in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: JTK 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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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 (2-5 students) ☑ Large Group (6-10) no more than 10 students ☑

Maximum number of students per tutor: 8

Time/Day of Sessions:
Anytime before and after school and weekends

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 5
(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 2

 # Sessions per Month: 8

Type of Service: Check and complete all that apply.

Online ☐ **One-on-One** ☑

Small Group ☑ **Large Group** ☑

Maximum number of students per tutor 8

Sessions: 2 **Time:** before & after school & weekends **Day(s):** Sun - Sat

Location of Sessions: Check all that apply.

☑ **School campus** ☐ **Provider facility** ☑ **Faith-based center**

☑ **Community-based center** ☑ **Student's home (with parent present)**

☑ **Child Care Center** ☑ **Public site such as public library**

☐ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,170.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013**.**

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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 9/04/12
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

954-975-7393 / 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 S State Road 7
Name / Title Address

954-975-7393 EXT:306 North Lauderdale, FL 33068
Date / Phone Number City / State / Zip code

Client#: 22734 JFKTUTOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/21/2012

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
PO Box 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:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Companie	
INSURER B : Technology Insurance Co.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JFK Tutoring, Inc.
1337 S. State Road 7
North Lauderdale, FL 33068

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			PHPK903701	08/11/2012	08/11/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$15,000
							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	$2,000,000
								$
A	AUTOMOBILE LIABILITY			PHPK903701	08/11/2012	08/11/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			BINDER294963	08/11/2012	08/11/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab			PHPK903701	08/11/2012	08/11/2013	1,000,000	
	Sex/Phy Abuse			PHPK903701	08/11/2012	08/11/2013	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Supplemental Educational Services (SES)
Blanket Additional Insured Form PI-GLD-VS 0108 General Liability Deluxe Endorsement: Schools applies and is deemed include the Gadsden County, Florida with respects the General Liability, per the written contract.

CERTIFICATE HOLDER
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
Roger B. Bond

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 09 day of September, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Hope Learning Academy
Contact Address: 1423 South Adams Street
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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

Initials MW

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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 (2-5 students) ☑ Large Group (6-10) no more than 10 students ☐

Maximum number of students per tutor: 3

Time/Day of Sessions:
4:00 - 5:00 pm Monday, Tuesday, Wednesday or Thursday

Initials MW

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 1
(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 2

 # Sessions per Month: 8

Type of Service: Check and complete all that apply.

Online ☐ **One-on-One** ☑

Small Group ☑ **Large Group** ☐

Maximum number of students per tutor 3

Sessions: 20 **Time:** 4-5pm **Day(s):** M, T, W or Thur.

Location of Sessions: Check all that apply.

☑ **School campus** ☐ **Provider facility** ☐ **Faith-based center**

☐ **Community-based center** ☑ **Student's home (with parent present)**

☐ **Child Care Center** ☑ **Public site such as public library**

☐ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,172.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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

Initials MW

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:

Judge Helms
School 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:

Marlon Williams Owner Marlon Williams 9/11/12
Provider Authorized Representative: Name / Title / Signature / Date

Hope Learning Academy
Name of Supplemental Educational Service Provider:

1423 South Adam Street
Address

Tallahassee, FL 32301
City / State / Zip Code

850 391 7896
Phone Number / Tax Identification Number:

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

Marlon Williams, Owner
Name / Title

1423 South Adam Street
Address

9/11/12 850 391 7896
Date / Phone Number

Tallahassee, FL 32301
City / State / Zip code

09-12-12P02:19 RCVD

Initials MW

MLWIN-1 OP ID: DM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/12

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 Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington, NY 11743 House Accounts 631-421-2424 631-421-2004	CONTACT NAME: Vicky Hanley PHONE (A/C, No, Ext): 631-421-2424 FAX (A/C, No): 631-421-2004 E-MAIL ADDRESS: vhanley@intermarketins.com
INSURED MLW Investment LLC dba Hope Learning Academy 1423 South Adams Street Tallahassee, FL 32303	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Ins Companies 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		PHPK915587	08/31/12	08/31/13	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 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PHPK915587	08/31/12	08/31/13	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 [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Prof Liability			PHPK915587	08/31/12	08/31/13	ACT/AGG	1M/2M
A	Abuse/Molest			PHPK915587	08/31/12	08/31/13	OCC/AGG	1M/1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured if 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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 14th day of September, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Florida Virtual School
Contact Address: 2145 Metrocenter Blvd., Suite 200
City, Zip, State: Orlando, FL 32835

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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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: 6

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

Online ☑ One-on-One □

Small Group (2-5 students) □ Large Group (6-10) no more than 10 students □

Maximum number of students per tutor: 10

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
- □ 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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 2
(A site is defined as Gadsden County in its entirety.)
 # Sessions per Week: 2
 # Sessions per Month: 6

Type of Service: Check and complete all that apply.

Online ☑ **One-on-One** ☐

Small Group ☐ **Large Group** ☐

Maximum number of students per tutor _____

Sessions: ___ **Time:** _____ **Day(s):** _____

Location of Sessions: Check all that apply.

☐**School campus** ☐**Provider facility** ☐**Faith-based center**

☐**Community-based center** ☐**Student's home (with parent present)**

☐**Child Care Center** ☐**Public site such as public library**

☑**Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,177.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013**.**

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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:

Sarah Sprinkel, Sr. Associate, [signature] 9/14/12
Provider Authorized Representative: Name / Title / Signature / Date

Florida Virtual School
Name of Supplemental Educational Service Provider:

2145 Metrowest Blvd, Orlando, FL 32835
Address

Orlando, FL 32835
City / State / Zip Code

407-513-3587 - 59.372.1320
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

DATE (MM/DD/YYYY) 08/29/2012

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 1-800-524-0191 Arthur J. Gallagher Risk Management Services, Inc. 200 S. Orange Ave Suite 1350 Orlando, FL 32801 Peter Doyle	CONTACT NAME: Audrey Dellolio, ARM-P, AU PHONE (A/C, No, Ext): 407-563-3553 FAX (A/C, No): 407-370-3057 E-MAIL ADDRESS: Audrey_Dellolio@ajg.com
INSURED Florida Virtual School 2145 Metro Center Blvd., Ste. 200 Orlando, FL 32835	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Self Insured per FS768.28 INSURER B : UNDERWRITERS AT LLOYDS LONDON — 15792 INSURER C : North East Florida Educational INSURER D : STAR INS CO — 18023 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 28856888 **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			See Below	07/01/12	07/01/13	EACH OCCURRENCE	$ PerStatute
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			See Below	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident)	$ PerStatute
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			PK1000512	07/01/12	07/01/13	[ ] WC STATU-TORY LIMITS [X] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 250,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 250,000
							E.L. DISEASE - POLICY LIMIT	$ NA
C	Workers Comp & Empl Liab			NEFEC2012-0701	07/01/12	07/01/13	Self Insd Retention	250,000
D	Excess Workers Comp & Emplyrs Liab (Each XS $500,000)			WCE-0705860-12	07/01/12	07/01/13	Workers Comp & Empl Liab	Statutory 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Qualified Self Insurer per FS768.28 - Limits Per Statute.

CERTIFICATE HOLDER

Florida Virtual School

2145 Metro Center Blvd., Ste. 200

Orlando, FL 32835 USA

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

Peter Doyle

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 29th day of August, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: DFE In-Home Tutoring
Contact Address: 1668 Rodeo 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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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:_____

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

Online X One-on-One X

Small Group (2-5 students) □ Large Group (6-10) no more than 10 students □

Maximum number of students per tutor: 4

Time/Day of Sessions: Times Vary

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 1
(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 4-6 hours

 # Sessions per Month: 4-8

Type of Service: Check and complete all that apply.

Online ☑ **One-on-One** ☑

Small Group ☐ **Large Group** ☐

Maximum number of students per tutor 1-3

Sessions: ___ **Time:** Varies **Day(s):** Mon-Sun

Location of Sessions: Check all that apply.

☐**School campus** ☐**Provider facility** ☐**Faith-based center**

☐**Community-based center** ☑**Student's home (with parent present)**

☐**Child Care Center** ☐**Public site such as public library**

☐**Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,170.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013**.**

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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:

Derrick Farmer Owner Derrick Farmer 8/29/12
Provider Authorized Representative: Name / Title / Signature / Date

DFE In-Home Tutoring
Name of Supplemental Educational Service Provider:

1668 Rodeo Drive
Address

Tallahassee FL 32311
City / State / Zip Code

850-980-2726 27-1720850
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 DF

OP ID: CM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/22/12

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
5805 Blue Lagoon Drive # 400
Miami, FL 33126
Christian Monnar
305-441-9932
305-441-8632

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: DFETU-1

INSURED
DFE In Home Tutoring
1668 Rodeo Drive
Tallahassee, FL 32311

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western World Insurance Co.	
INSURER B : The Hartford Insurance 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		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			NPP0019582	08/21/12	08/21/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Prof Liab	$ $ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 3,000,000 1,000,000 1,000,000
A A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			NPP0019582 NPP0019582	08/21/12 08/21/12	08/21/13 08/21/13	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 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		12 WE DH4621	06/24/12	06/24/13	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	Sexual Abuse/Mol			NPP0019582	08/21/12	08/21/13	Abuse Molestati		1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Tutoring Company

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

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 12 day of SEPTEMBER, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: COMPUTER ED INC.
Contact Address: 19785 W. TWELVE MILE RD # 367
City, Zip, State: SOUTHFIELD, MI 48076

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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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 (2-5 students) ☒ Large Group (6-10) no more than 10 students ☒

Maximum number of students per tutor: 10

Time/Day of Sessions:
MON-FRIDAY AFTERSCHOOL 3:00-7:00pm ; SAT+SUN 9AM-7PM

Location of Sessions: *Check all that apply.*

- [x] School campus
- [x] Community-based center
- [ ] Child Care Center
- [x] Student's home with tutor present
- [ ] Provider facility
- [x] Student's home (on-line or computer-based)
- [x] Public site such as public library
- [x] Faith-based center

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

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 1
(A site is defined as Gadsden County in its entirety.)

 # 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 ☒ **Large Group** ☒

Maximum number of students per tutor 10

Sessions: ___ **Time:** _____ **Day(s):** MON-FRI 3-7pm, SAT 9-7pm

Location of Sessions: Check all that apply.

☒ **School campus** ☐ **Provider facility** ☒ **Faith-based center**

☒ **Community-based center** ☒ **Student's home (with parent present)**

☒ **Child Care Center** ☒ **Public site such as public library**

☒ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

Initials MB

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,172.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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. Bartley, CEO Michael A. Bartley CEO 9/14/2012
Provider Authorized Representative: Name / Title / Signature / Date

Computer ED Inc
Name of Supplemental Educational Service Provider:

19785 W. Twelve Mile Rd # 367
Address

Southfield, MI 48076
City / State / Zip Code

877.632.4669 / 26-4764150
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

09-17-12A10:43 RCVD

ACORD- CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 09/14/2012

PRODUCER

McKinley Financial Services, Inc.
545 North Andrews Avenue
Fort Lauderdale, FL 33301
954.938.2685
tparke@mckinleyinsurance.com

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

Computer Ed, Inc
2140 NW 93rd Terrace
Miami, FL 33147

COMPANIES AFFORDING COVERAGE

COMPANY A	Western World Insurance Co.
COMPANY B	Twin City Fire Insurance
COMPANY C	
COMPANY D	

COVERAGES

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.

CO LTR	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 [ ] OWNER'S & CONTRACTOR'S PROT [ ] INCLUDES ATHLETIC PARTICPANTS _____ x General Aggregate Limit Applies Per Policy	NPP1905563	09/14/2012	09/14/2013	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$ 2,000,000.00 $ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00 $ 100,000.00 $ 5,000.00
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS x HIRED AUTOS x NON-OWNED AUTOS [ ] _____	NPP1905563	09/14/2012	09/14/2013	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ 1,000,000.00 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO [ ] _____				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	$ $ $
	EXCESS LIABILITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [x] INCL [ ] EXCL	WC 0281590	09/14/2012	09/14/2013	x WC STATU-TORY LIMITS [ ] OTH-ER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	 $ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00
A	OTHER Professional Liability	NPP1905563	09/14/2012	09/14/2013	Per Occurrence Aggregate Deductible	$1,000,000.00 $2,000,000.00 $ 500.00
A	Sexual Abuse/Molestation	NPP1905563	09/14/2012	09/14/2013	Each Claim Aggregate Deductible	$1,000,000.00 $2,000,000.00 $ 0

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SES Title I Tutoring Prog. The School Board of Gasdsen County, Florida, including all current, former, and future Board members, employees, volunteers, and agents are named additional insured. Waiver of subrogation endorsed for the General Liability & Worker's Compensation policy.

CERTIFICATE HOLDER

The School Board of Gasdsen County
3500 Martin Luther King Blvd.
Quincy, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James E. Drake

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

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

Name of State-Approved SES Provider: CMB Visions Unlimited, Inc.
Contact Address: 10383 S W. 186 St
City, Zip, State: Miami, Fl 33157

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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

Initials CMB

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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 (2-5 students) ☑ Large Group (6-10) no more than 10 students ☑

Maximum number of students per tutor: 10

Time/Day of Sessions: 4:00-6:00 PM M-F 8 AM 12 PM Sat./Sun.

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 1

(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 2

 # Sessions per Month: 8

Type of Service: Check and complete all that apply.

Online ☐ **One-on-One** ☑

Small Group ☑ **Large Group** ☑

Maximum number of students per tutor 10

Sessions: 2 **Time:** 4:00-6:00pm **Day(s):** M&W or T&Th

Location of Sessions: Check all that apply.

☐**School campus** ☐**Provider facility** ☑**Faith-based center**

☑**Community-based center** ☑**Student's home (with parent present)**

☐**Child Care Center** ☐**Public site such as public library**

☑N/A **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,172.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. QR

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

Initials CMB

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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:

Chandra McClain Burgess, CEO 09/05/12
Provider Authorized Representative: Name / Title / Signature / Date

CMB Visions Unlimited, Inc.
Name of Supplemental Educational Service Provider:

10383 SW 186th Street
Address

Miami, FL 33157
City / State / Zip Code

(786)316-3309 / 65-1090966
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

09-17-12A10:42 RC

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/12

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
First Choice Insurance Solutions, Inc
2832 Stirling Rd Suite B
Hollywood, FL 33020
Phone (954) 923-0906 Fax (954) 775-2882

CONTACT NAME: KAREN RHAGNANAN
PHONE (A/C, No, Ext): (954) 923-0906 FAX (A/C, No): (954) 775-2882
E-MAIL ADDRESS: KAREN@FCISINC.COM

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	SCOTTSDALE INSURANCE	
INSURER B :	MERCURY AUTO INSURANCE	
INSURER C :	SCOTTSDALE INSURANCE	
INSURER D :	HARTFORD INSURANCE	
INSURER E :	SCOTTSDALE INSURANCE	
INSURER F :		

INSURED
CMB VISION UNLIMITED
10383 SW 186th Street
MIAMI, FL 33157 (786) 242-4209

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 ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC			CPS 1551711	02/28/2012	02/28/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 1,000,000.00 $ 5,000.00 $ 1,000,000.00 $ 3,000,000.00 $ 1,000,000.00
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS			FLC7019777-1	08/18/2012	08/18/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000.00 $ $ $
C	☑ UMBRELLA LIAB ☑ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			XBS0020729	02/28/2012	02/28/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000.00 $ 3,000,000.00
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A If yes, describe under DESCRIPTION OF OPERATIONS below			21 WEC AC1133	07/20/2012	07/20/0213	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00
E	PROFESSIONAL LIABILITY			CPS 1551711	02/28/2012	02/28/2013	1,000,000.00 / 2,000,000.00	

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. 30 day notice to the DISTRICT for cancellation, non-renewal or major coverage change. A waiver of Subrogation is included.

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 4th day of September, 2012, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Club 2! In-Home Tutoring Services, Inc.
Contact Address: 15310 Amberly Drive, Suite 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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. The plan must include a statement of specific achievement goals for

Initials

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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

Initials _____

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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: 1-3 # Sessions per Month: 4-12

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

Online □ One-on-One X

Small Group (2-5 students) X Large Group (6-10) no more than 10 students □

Maximum number of students per tutor: 5

Time/Day of Sessions:
After school and weekends.

Initials

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 1
(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 1-3

 # Sessions per Month: 4-12

Type of Service: Check and complete all that apply.

Initials

Online ☐ **One-on-One** ☒

Small Group ☒ **Large Group** ☐

Maximum number of students per tutor 5

Sessions: 1&1 hrs **Time:** after school and weekends **Day(s):** Sunday - Saturday

Location of Sessions: Check all that apply.

☐**School campus** ☐**Provider facility** ☐**Faith-based center**

☐**Community-based center** ☒**Student's home (with parent present)**

☐**Child Care Center** ☒**Public site such as public library**

☐**Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,172.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

Initials _____

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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:

David Jordy, Director of Educational Programs David L. Jordy 9/4/12
Provider Authorized Representative: Name / Title / Signature / Date

Club Z! In-Home Tutoring Services, Inc.
Name of Supplemental Educational Service Provider:

15310 Amberly Drive, Suite 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:

Name / Title Address

Date / Phone Number City / State / Zip code

09-07-12A11:40 RCVD

Initials

OP ID: ND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/12

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 Jackson, Dieken & Associates 27893 Clemens Road, Suite #1 Westlake, OH 44145-1169 Christopher J. Wollmann 440-250-6873 440-250-6874	CONTACT NAME: Norine Doria PHONE (A/C, No, Ext): 440-250-6873 FAX (A/C, No): 440-250-6874 E-MAIL ADDRESS: ndoria@jacksondieken.com PRODUCER CUSTOMER ID #: CLUBZ-0
INSURED ClubZ! In-Home Tutoring Services, Inc., 15310 Amberly Drive Tampa, FL 33647	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Insurance Co — 23850 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 Deductible $0			PHPK902393	08/28/12	08/28/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	$ 1,000,000 $ 1,000,000 $ 10,000
A	X Abuse & Molest			PHPK902393	08/28/12	08/28/13	PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Prof Liab	$ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS Deductible $0			PHPK902393	08/28/12	08/28/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			PHUB392154	08/28/12	08/28/13	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 DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Philadelphia			PHSD759381	08/28/12	08/28/13	Crime	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Abuse/Molestation Limits $1,000,000/$2,000,000. Third Party Crime Coverage $1,000,000 with $1,000 Deductible. Blanket Additional Insured when require written contract.Waiver of subrogation applies.
officers, volunteers,& agents additional insured, waiver of subrogation.

CERTIFICATE HOLDER

GADSENC

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
Christopher J. Wollmann

"The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents are additional insureds"
Please include show on the certificate that our Prof. Liability insurance deductible is $0.

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 4th day of September, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Children Are Our Future, Inc.
Contact Address: PO Box 1602
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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. The plan must include a statement of specific achievement goals for

Initials

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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

Initials SJ.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

Initials _____

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

Initials S.J.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY ~~attendance rosters, document tutoring locations, develop the Student Learning Plans, etc.~~ The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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 # Sessions per Month: 16

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

Online □ One-on-One □

Small Group (2-5 students) X Large Group (6-10) no more than 10 students X

Maximum number of students per tutor: 5-10

Time/Day of Sessions: 3:30 - 5:30 M-Thor 9:00 - 1:00pm Saturdays

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 5
(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 4

 # Sessions per Month: 16

Type of Service: Check and complete all that apply.

Online ☐ One-on-One ☐

Small Group ☒ Large Group ☒

Maximum number of students per tutor 5-10

Sessions: ___ Time: 3:30 - 5:30 Day(s): M - Thurs + 9:00 - 1:00pm Saturdays

Location of Sessions: Check all that apply.

☒School campus ☒Provider facility ☐Faith-based center

☒Community-based center ☐Student's home (with parent present)

☐Child Care Center ☐Public site such as public library

☐Student's home (online or computer-based)

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

Initials _____

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,177.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
- **II.** Accident/Incident reporting procedures as described in this contract.
- **III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
- **IV.** Vendor Status forms with the W-9 packet attached to this contract
- **V.** Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

Initials

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, ~~August 24, 2012.~~
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

Initials

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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

Initials SJ.

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:

Judge Helms
School 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 Program Directa Sherrie Ll 9/4/12
Provider Authorized Representative: Name / Title / Signature / Date

Sherrie / Children Are Our Future, Inc
Name of Supplemental Educational Service Provider:

P.O. Box 1602,
Address

Quincy, Fla. 32351
City / State / Zip Code

850-264-1518 / 59-3256305
Phone Number / Tax Identification Number:

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

Sherrie Taylor / Program Director / P.O. Box 1602, Quincy Fla. 32351
Name / Title Address

9/4/12 / 850-264-1518 Quincy, Fla. 32353
Date / Phone Number City / State / Zip code

Initials SS.

09-06-12P03:21 RCVD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/05/2012

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

CONTACT NAME: Alisha Smith
PHONE (A/C, No, Ext): 850-875-1776 FAX (A/C, No): 850-875-2776
E-MAIL ADDRESS: asmith@patthomas.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Cross Underwriters	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Children Are Our Future, Inc.
Sherrie Taylor
P.o. Box 1602
Quincy, FL 32351

COVERAGES CERTIFICATE NUMBER: 00009235-0 REVISION NUMBER: 2

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	Y	Y	NPP1289825	08/21/2012	08/21/2013	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 Professional						PERSONAL & ADV INJURY	$ 1,000,000
	X						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						Physical/Sexual Abu	$ 25,000/50
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					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)

Gadsden County School Board as Additional Insured with Waiver of Subrogation

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(AAS)

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 4th day of September, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: ATS Project Success
Contact Address: 20674 Hall
City, Zip, State: Clinton Twp, 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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

Initials _____

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.

Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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: min 2 # Sessions per Month: min 8

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

Online X One-on-One □

Small Group (2-5 students) □ Large Group (6-10) no more than 10 students □

Maximum number of students per tutor: 1

Time/Day of Sessions:
Software is avaliable 24/7. Parents choose a schedule.

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 1
(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: min 2

 # Sessions per Month: min 8

Type of Service: Check and complete all that apply.

Initials JWW

Online ☒ **One-on-One** ☒

Small Group ☐ **Large Group** ☐

Maximum number of students per tutor 1

Sessions: 20 **Time:** TBD **Day(s):** TBD

Location of Sessions: Check all that apply.

☐**School campus** ☐**Provider facility** ☐**Faith-based center**

☐**Community-based center** ☐**Student's home (with parent present)**

☐**Child Care Center** ☐**Public site such as public library**

☒**Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,172.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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

Initials _____

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:

Judge Helms
School 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:

Renee Weaver-Wright, President 9/4/12
Provider Authorized Representative: Name / Title / Signature / Date

ATS Project Success
Name of Supplemental Educational Service Provider:

20674 Hall
Address

Clinton Twp, 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:

Name / Title Address

Date / Phone Number City / State / Zip code

OP ID: R1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/05/12

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 The Huttenlocher Group 1007 W. Huron Waterford, MI 48328 William Basinger 248-681-2100 248-681-0362	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ACCUR-1
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	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Insurance Company — 10677 INSURER B : The Hartford (SCIC) — 29424 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	X		CAP5872944	07/01/12	07/01/13	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
A	X Sexual Misconduct			CAP5872944	07/01/12	07/01/13	PERSONAL & ADV INJURY	$	1,000,000
A	X Dir&Officer Liab			BCP8698614	05/03/12	05/03/13	GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	2,000,000
	X POLICY PRO-JECT LOC						Dir & Off	$	1,000,000
	AUTOMOBILE LIABILITY								
A	X ANY AUTO			CAA5872944	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per person)	$	
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
A	X HIRED AUTOS			CAA5872944	07/01/12	07/01/13	PROPERTY DAMAGE (Per accident)	$	
A	X NON-OWNED AUTOS			CAA5872944	07/01/12	07/01/13		$	
								$	
	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	4,000,000
A	EXCESS LIAB CLAIMS-MADE			CAP5872944	07/01/12	07/01/13	AGGREGATE	$	4,000,000
	DEDUCTIBLE							$	
	X RETENTION $ 0							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		35WECRE6062	07/01/12	07/01/13	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	Teacher's			CAP5872944	07/01/12	07/01/13	Per Claim		1,000,000
	Professional Liab.						Aggregate		3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

08-31-12A11:01 RCVD

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 29 day of August 2012 between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: After School Programs Inc. (DBA: ASP)
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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

Initials NS

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

Initials NS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.

Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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 (2-5 students) ☑ Large Group (6-10) no more than 10 students ☑

Maximum number of students per tutor: 10

Time/Day of Sessions: Mon-Fri after school, Saturday 9:00am-3:00pm

Initials NS

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 5
(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 2

 # Sessions per Month: 8

Type of Service: Check and complete all that apply.

Online ☐ **One-on-One** ☑

Small Group ☑ **Large Group** ☑

Maximum number of students per tutor 10

Sessions: 2 **Time:** 1-2 hrs **Day(s):** Mon-Sat

Location of Sessions: Check all that apply.

☑ **School campus** ☐ **Provider facility** ☑ **Faith-based center**

☑ **Community-based center** ☑ **Student's home (with parent present)**

☑ **Child Care Center** ☑ **Public site such as public library**

☐ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,170.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the ~~August~~ September 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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

Initials N.S

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:

Judge Helms
School 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 8/30/12
Provider Authorized Representative: Name / Title / Signature / Date

After School Programs Inc. (DBA: ASP)
Name of Supplemental Educational Service Provider:

1520 S. Powerline Rd.
Address

Deerfield Beach, FL 33442
City / State / Zip Code

954-596-9000 Ext 209 65-0321678
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

08-31-12A11:01 RCVD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/20/2012

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:	
Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	PHONE (A/C, No, Ext): 954-941-0900	FAX (A/C, No): 954-941-2006
	E-MAIL ADDRESS: Ecastillo@bgsagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Companies	
INSURED AFTSC	INSURER B : North River Insurance/Halcyon	
After School Programs, Inc. After School Programs-South, Inc. 1520 S. Powerline Rd., Suite F & G Deerfield Beach FL 33442	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 184891392 **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	Y	Y	PHPK881327	6/30/2012	6/30/2013	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC							$
A	AUTOMOBILE LIABILITY	Y		PHPK881327	6/30/2012	6/30/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	$0 Liability Deductible							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	4087038132	1/31/2012	1/31/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liability			PHPK881327	6/30/2012	6/30/2013	$1,000,000 $3,000,000 $0	Each Occurrence Aggregate Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Abuse & Molestation-$1,000,000 Per Person; $1,000,000 Aggregate included in General Aggregate.
School Board of Gadsden County Florida, including all current, former, and future Board members, employees, volunteers, and agents are named as additional insureds for general liability coverage only as their interest may appear when required by written contract. General Liability policy limits applies on a primary and non contributory basis when required by written contract. Waiver of Subrogation applies in favor of above named additional insureds for General Liability and Employer's Liability policies. Additional Insured stauts also applies to Auto Liability when required by written contract. 30 days notice of cancellation for any reason other than non-payment of premium is provided, when required by written contract.

CERTIFICATE HOLDER

School District of Gadsden County
35 Martin Luther King Boulevard
Quincy FL 32351-0000

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

Daniel E Stacken

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 29th day of August, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: A Stepping Stone to Excellence
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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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: 8-12

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

Online ☐ One-on-One ☑

Small Group (2-5 students) ☑ Large Group (6-10) no more than 10 students ☑

Maximum number of students per tutor: 10

Time/Day of Sessions:
Monday - Thrusday Sat-Sunday / Afterschool + Hours vary on weekend

Initials

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 5

(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 2-4

 # Sessions per Month: 8-12

Type of Service: Check and complete all that apply.

Online ☐ **One-on-One** ☑

Small Group ☑ **Large Group** ☑

Maximum number of students per tutor 10

Sessions: 20 **Time:** Times Vary/After School **Day(s):** M, W, T, T, Sat or Sunday

Location of Sessions: Check all that apply.

☑ **School campus** ☐ **Provider facility** ☑ **Faith-based center**

☑ **Community-based center** ☑ **Student's home (with parent present)**

☑ **Child Care Center** ☑ **Public site such as public library**

☐ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,170.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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 8-29-12
Provider Authorized Representative: Name / Title / Signature / Date

A Stepping Stone to Excellence
Name of Supplemental Educational Service Provider:

327 Office Plaza Dr. Ste. 209
Address

Tallahassee, FL 32301
City / State / Zip Code

866-934-9966 Tax ID: 45-0587958
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

OP ID: DM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/29/12

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 Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington, NY 11743 House Accounts 631-421-2424 631-421-2004	CONTACT NAME: Vicky Hanley PHONE (A/C, No, Ext): 631-421-2424 FAX (A/C, No): 631-421-2004 E-MAIL ADDRESS: vhanley@intermarketins.com PRODUCER CUSTOMER ID #: ASTEP-1
INSURED A Stepping Stone to Excellence, LLC 327 Office Plaza Dr, Ste 209 Tallahassee, FL 32301	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Markel Insurance Company INSURER B: CNA Insurance Companies INSURER C: The Hartford Insurance Company 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 $0 DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		3602CC344339-2	09/01/12	09/01/13	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 5,000 1,000,000 2,000,000 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			4024170473	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			4602CC344340-2 $0 DEDU	09/01/12	09/01/13	EACH OCCURRENCE AGGREGATE	$ $	3,000,000 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		12WECDG3900	05/26/12	05/26/13	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	Errors&Ommissions			3602CC344339-2 $0 DEDUCT	09/01/12	09/01/13	ACT/AGG		$1Mil/$2Mil
A	Abuse/Molestation			3602CC344339-2 $0 DEDUCT	09/01/12	09/01/13	PP/AGG		$1Mil/$1Mil

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, volunteers, and agents are included as additional insureds, as required by written contract or agreement. A Waiver of Subrogation applies to General Liability and Workers Compensation coverage if required by written contract or agreement. All above listed

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

In the event of policy cancellation or change, the insurance company will provide 30 Days written notice to the certificate holder.

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 7TH day of SEPTEMBER, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: A QUANTUM LEAP EDUCATIONAL SERVICES LLC
Contact Address: 7899 BAYMEADOWS WAY STE 1
City, Zip, State: JACKSONVILLE FL 32256

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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

Initials JPV

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

Initials JPV

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY ~~attendance rosters, document tutoring locations, develop the Student Learning Plans, etc.~~ The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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: 9

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

Online ☐ One-on-One ☒

Small Group (2-5 students) ☒ Large Group (6-10) no more than 10 students ☐

Maximum number of students per tutor: 5

Time/Day of Sessions: M, T, W, R, F, Sa, Su AFTERSCHOOL AND WEEKENDS

Initials JPV

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 15
(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 2

 # Sessions per Month: 8

Type of Service: Check and complete all that apply.

Online ☐ One-on-One ☒

Small Group ☒ Large Group ☐

Maximum number of students per tutor 5

Sessions: 20 **Time:** AFTER SCHOOL AND WEEKENDS **Day(s):** M, T, W, R, F, Sa, Su

Location of Sessions: Check all that apply.

☒ **School campus** ☐ **Provider facility** ☒ **Faith-based center**

☒ **Community-based center** ☒ **Student's home (with parent present)**

☒ **Child Care Center** ☒ **Public site such as public library**

☐ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,170.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, ~~August 24, 2012.~~
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

Initials JM J

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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

Initials JPJ

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:

Judge Helms
School 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 VICKERS / PRESIDENT / [signature] 9/13/12
Provider Authorized Representative: Name / Title / Signature / Date

A QUANTUM LEAP EDUCATIONAL SERVICES LLC
Name of Supplemental Educational Service Provider:

7899 BAYMEADOWS WAY STE 1
Address

JACKSONVILLE FL 32256
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:

Name / Title Address

Date / Phone Number City / State / Zip code

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/11/2012

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
Cecil W. Powell & Co.
P.O. Drawer 41490
219 Newnan St.
Jacksonville, FL 32203-1490

CONTACT NAME:
PHONE (A/C, No, Ext): 904.353.3181 FAX (A/C, No): 904.353.5722
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Markel Insurance Company	38970
INSURER B :	Comp Options Insurance Company	10834
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED A Quantum Leap Educational Services LLC
3938 Sunbeam Road Suite 1
Jacksonville, FL 32257

COVERAGES **CERTIFICATE NUMBER: 6/12** **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 Sexual Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		3602CC3411512	06/16/2012	06/16/2013	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 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			3602CC3411512	06/16/2012	06/16/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			4602CC3411522	06/16/2012	06/16/2013	EACH OCCURRENCE AGGREGATE	$ $	3,000,000 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		OCOCWC000012101	06/22/2012	06/22/2013	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 Liability			3602CC3411512	06/16/2012	06/16/2013	$1,000,000 @Claim/Aggregate $10,000 Deductible @Claim		

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 former & future board members, employees, officers, volunteers & agents: Additional insured & waiver of subrogation per the attached endorsements

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 Faye G Coleman

Faye G. Coleman CIC/TLC

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

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

Name of State-Approved SES Provider: A Love For Learning
Contact Address: 10383 S.W. 186 St - 2nd Floor
City, Zip, State: Miami, Fl 33157

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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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 (2-5 students) ☑ Large Group (6-10) no more than 10 students ☑

Maximum number of students per tutor: 10

Time/Day of Sessions:
4:00pm - 8:00 Monday - Friday 9:00am - 6:00pm Sat. / Sunday

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 1
(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 2

 # Sessions per Month: 8

Type of Service: Check and complete all that apply.

Online ☐ **One-on-One** ☑

Small Group ☑ **Large Group** ☑

Maximum number of students per tutor 10

Sessions: 2 **Time:** 4:00-8:00p/9:00a-6p **Day(s):** M-F or/ Sat./Sun

Location of Sessions: Check all that apply.

☐ **School campus** ☐ **Provider facility** ☑ **Faith-based center**

☑ **Community-based center** ☑ **Student's home (with parent present)**

☐ **Child Care Center** ☑ **Public site such as public library**

☐ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,172.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013**.**

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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

Initials _____

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:

Judge Helms
School 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 Riley / SES Coordinator / Andrea Riley 9/5/12
Provider Authorized Representative: Name / Title / Signature / Date

A Love For Learning
Name of Supplemental Educational Service Provider:

10383 S.W. 186 St - 2nd Floor
Address

Miami, Fl. 33157
City / State / Zip Code

1-877-565-6455 / 454691940
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

09-17-12A10:41 RCVD
Initials AR

ALOVE-1 OP ID: JN

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/13/12

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 Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington, NY 11743 House Accounts	631-421-2424 631-421-2004
CONTACT NAME: Vicky Hanley	
PHONE (A/C, No, Ext): 631-421-2424	FAX (A/C, No): 631-421-2004
E-MAIL ADDRESS: VHanley@intermarketins.com	
INSURED: A Love for Learning LLC 10383 SW 186th St Miami, FL 33157	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Ins Companies	
INSURER B : The Hartford 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: POLICY PRO-JECT LOC	X	X	6497711	09/13/12	09/13/13	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 ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			6497711	09/13/12	09/13/13	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 DED 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 DESCRIPTION OF OPERATIONS below	N/A	X	12WECEU9835	09/13/12	09/13/13	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	Prof. Liability			6497711	09/13/12	09/13/13	OCC/AGG	1M/2M
A	Sex. Abuse/Molest			6497711	09/13/12	09/13/13	OCC/AGG	1M/1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The School Board of Gadsden County, Florida, incuding all current, former, and future Board members, employees, officers, volunteers and agnets are included as additional insureds as required by written contract or agreement. In the event of policy cancellation, 30 days notice will be provided to the district. Waiver of Subrogation applies to General

CERTIFICATE HOLDER

SBGADSD

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

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 4th day of September, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Alternatives Unlimited, Inc.
Contact Address: 7035-5 Phillips Hwy #5
City, Zip, State: Jacksonville, FL 32216

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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.

Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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 (2-5 students) ☒ Large Group (6-10) no more than 10 students □

Maximum number of students per tutor: 5

Time/Day of Sessions:

Mon-Fri (after school until 8:00pm) Sat & Sunday (8am - 8pm)

Initials

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 1
(A site is defined as Gadsden County in its entirety.)
 # 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 ☒ **Large Group** ☐

Maximum number of students per tutor 5

Sessions: 2-3 **Time:** weekdays (after school) weekends (8am - 7pm) **Day(s):** Mon - Sunday

Location of Sessions: Check all that apply.

☒ **School campus** ☐ **Provider facility** ☐ **Faith-based center**

☒ **Community-based center** ☒ **Student's home (with parent present)**

☐ **Child Care Center** ☒ **Public site such as public library**

☒ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,170.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013**.**

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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:

Gabriela Torres, SES Regional Director 9/4/2012
Provider Authorized Representative: Name / Title / Signature / Date

Alternatives Unlimited, Inc.
Name of Supplemental Educational Service Provider:

7035-5 Phillips Hwy #5
Address

Jacksonville, FL 32216
City / State / Zip Code

503-803-8456 52-2073228
Phone Number / Tax Identification Number:

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

Rebeca Erwin Executive Vice President, SES 1131 W. Sixth St. Ste 225
Name / Title Address

Sept. 4, 2012 206-306-6750 Ontario, OR 97162
Date / Phone Number City / State / Zip code

Initials

ALTER-1 OP ID: JF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/05/12

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 Insurance Incorporated 2 Park Center Court Owings Mills,, MD 21117 Stewart H. Rosenberg 410-783-1900 410-783-1899	CONTACT NAME: Joan Dayton PHONE (A/C, No, Ext): 410-753-1852 FAX (A/C, No): 410-753-1899 E-MAIL ADDRESS: jdayton@insurance-inc.com
INSURED Alternatives Unlimited, Inc. D/B/A Alternatives Unlimited 4804 York Road Baltimore, MD 21212	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Insurance Company — 18058 INSURER B: The Hartford Ins. Group — 29424 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			PHPK898826	08/01/12	08/01/13	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
A	X Abuse & Mol $1M			PHPK898826	08/01/12	08/01/13	MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$	3,000,000
							PRODUCTS - COMP/OP AGG	$	3,000,000
							Emp Ben.	$	1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			30UECIZ4166	12/01/11	12/01/12	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							Comp & Coll	$	$500 Ded
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			PHUB391180	08/01/12	08/01/13	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	
							E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	
A	Teachers Prof E&O			PHPK898826	08/01/12	08/01/13	1,000,000 3,000,000		Occurrence Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Gadsden County Schools are hereby named as Additional Insured per CG 2026 07 04 attached.

CERTIFICATE HOLDER

GADSDEC

Gadsden County
Schools
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

Arthur D. Cuy Jr.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Gadsden County Schools **36 Martin Luther King Jr Blvd** **Quincy, FL 32351**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/5/2012

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	INSURANCE INC 2 PARK CENTER COURT OWINGS MILLS MD 211174224
CONTACT NAME:	
PHONE (A/C, No, Ext): (410)763-1900	FAX (A/C, No):
E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FWCJUA	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: ALTERNATIVES UNLIMITED INC
4804 YORK RD
BALTIMORE MD 21212
FEIN: 522073228

COVERAGES CERTIFICATE NUMBER: 1209050001 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							
	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 PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		2839C217	6/5/2012	6/6/2013	E.L. EACH ACCIDENT	$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Gadsden County Schools
35 Martin Luther King Jr. Blvd.
Quincy FL 32351
PhoneNumber 850-627-9651

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 7 day of September, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: ACALETICS
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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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: 1-6 # Sessions per Month: 1-12

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

Online ☐ One-on-One ☐

Small Group (2-5 students) X Large Group (6-10) no more than 10 students X

Maximum number of students per tutor: 10

Time/Day of Sessions:
Afterschool, weekends or other times as specified by school; Monday - Sunday

Location of Sessions: *Check all that apply.*

- [x] School campus
- [x] Community-based center
- [x] Child Care Center
- [ ] Student's home with tutor present
- [ ] Provider facility
- [ ] Student's home (on-line or computer-based)
- [x] Public site such as public library
- [x] Faith-based center

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

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 35

(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 1-6

 # Sessions per Month: 1-12

Type of Service: Check and complete all that apply.

Online ☐ **One-on-One** ☐

Small Group ☒ **Large Group** ☒

Maximum number of students per tutor 10

Sessions: up to 2 hours **Time:** Afterschool/weekends **Day(s):** Monday through Sunday

Location of Sessions: Check all that apply.

☒ **School campus** ☐ **Provider facility** ☒ **Faith-based center**

☒ **Community-based center** ☐ **Student's home (with parent present)**

☒ **Child Care Center** ☒ **Public site such as public library**

☐ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,172.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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 / Vice President / Michael A. Bell / 9/7/12
Provider Authorized Representative: Name / Title / Signature / Date

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) 7/03/2012

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: Carissa LaFreniere
Cypress Insurance Group PO Box 9328 Fort Lauderdale, FL 33310-9328 954 771-0300	PHONE (A/C, No, Ext): 954 771-0300 FAX (A/C, No): 954 772 9424 E-MAIL ADDRESS: CarissaL@CypressInsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Companie	18058
INSURER B : Technology Insurance Co.	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Educational Development Associates, Inc
DBA ACALETICS
14052 N.W. 82nd Avenue
Miami Lakes, FL 33016

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			PHPK890296	07/01/2012	07/01/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC						Deductible	$-0-
A	AUTOMOBILE LIABILITY			PHPK890296	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Deductible	$-0-
A	X UMBRELLA LIAB X OCCUR			PHUB389326	07/01/2012	07/01/2013	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10,000						Pro/Comp Ops	$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3319247	07/01/2012	07/01/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			Deductible -0-			E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Abuse/Molestation			PHPK890296	07/01/2012	07/01/2013	1MM OCC/2MM AGG	
A	Teacher Prof Liab			PHPK890296	07/01/2012	07/01/2013	1MM OCC/2MM AGG	
							Deductible -0-	

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.
Blanket Additional Insured Form PI-GLD-VS (01/08) 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 PI-GLD-VS (01/08) applies to the General Liability Policy and is deemed to include The School Board of Gadsden County Florida,
(See Attached Descriptions)

CERTIFICATE HOLDER

Gadsden County Public Schools
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
Roger G. Bond

DESCRIPTIONS (Continued from Page 1)

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

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 6th day of September, 2012 between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: 1 To 1 Tutor,LLC
Contact Address: 2300 Valley View Lane, Suite 623
City, Zip, State: Irving, 75062, Texas

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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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	☒		

Sessions per Week: 3 # Sessions per Month: 15

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

Online ☒ One-on-One ☐

Small Group (2-5 students) ☐ Large Group (6-10) no more than 10 students ☐

Maximum number of students per tutor: 1

Time/Day of Sessions:
After School / Monday to Sunday

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 1
(A site is defined as Gadsden County in its entirety.)
 # Sessions per Week: 3

 # Sessions per Month: 15

Type of Service: Check and complete all that apply.

Online ☒ **One-on-One** ☐

Small Group ☐ **Large Group** ☐

Maximum number of students per tutor 1:1

Sessions: 3 **Time:** After School **Day(s):** Monday to Sunday

Location of Sessions: Check all that apply.

☐ **School campus** ☐ **Provider facility** ☐ **Faith-based center**

☐ **Community-based center** ☐ **Student's home (with parent present)**

☐ **Child Care Center** ☐ **Public site such as public library**

☒ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,170.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013**.**

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the minimum content stated above are required **for each student served**; with all necessary

original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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:

Bikram Malhan / State Manager 9/7/2012
Provider Authorized Representative: Name / Title / Signature / Date

1 To 1 Tutor,LLC
Name of Supplemental Educational Service Provider:

2300 Valley View Lane, Suite 623
Address

Irving / Texas / 75062
City / State / Zip Code

(972) 812-7809 / 204688712
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

Policy Number:

Date Entered: 12/13/2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2011

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 C197 SANTA CLARITA, CA 91390	CONTACT NAME:	
		PHONE (A/C, No, Ext): (800)244-9202	FAX (A/C, No): (661)297-1434
		E-MAIL ADDRESS: lindseyinsbrkr@sbcglobal.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : PHILADELPHIA INSURANCE COMPANY	
INSURED	1 To 1 Tutor, LLC Mr. Ray. Narayan 2300 VALLEY VIEW LAND, SUITE 623 IRVING, TX 75062-1788	INSURER B : ZURICH AMERICAN INSURANCE COMPANY	
		INSURER C : PHILADELPHIA INSURANCE COMPANY	
		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			PHPK733344	12/13/2011	12/13/2012	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 [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PHPK733344	12/13/2011	12/13/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB360171	12/13/2011	12/13/2012	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0027040981	12/13/2011	12/13/2012	[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]		PHPK733344	12/13/2011	12/13/2012	$1,000,000	$3,000,000
A	ABUSE & MOLESTATION	[X]		PHPK733344	12/13/2011	12/13/2012	$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.
30 DAYS NOTICE OF CANCALLTION.

CERTIFICATE HOLDER

1 To 1 Tutor LLC
2300 Valley View Land, Suite 623
Irving, TX 75062-1788

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 30th day of August- 2012, between the School Board of Gadsden County 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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

Initials AlV

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE
PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services or the student's educational information without the written permission of the parent/guardian of such student.

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

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

G. MARKETING REQUIREMENTS
All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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: 5 # Sessions per Month: 20

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

Online ☐ One-on-One ☑

Small Group (2-5 students) ☑ Large Group (6-10) no more than 10 students ☐

Maximum number of students per tutor: 5

Time/Day of Sessions:
Monday - Thursday 3:00- 6:00pm / Saturday 9:00- 2:00pm

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 1

(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: _____

 # Sessions per Month: _____

Type of Service: Check and complete all that apply.

Online ☐ **One-on-One** ☑

Small Group ☑ **Large Group** ☐

Maximum number of students per tutor 5

Sessions: ___ **Time:** 3:30-6:30 9-2/Saturday **Day(s):** Mon, Tues, wed, Thrus, Saturday

Location of Sessions: Check all that apply.

☐**School campus** ☑**Provider facility** ☐**Faith-based center**

☐**Community-based center** ☐**Student's home (with parent present)**

☐**Child Care Center** ☐**Public site such as public library**

☐**Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,177.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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 Vernisee, Executive Director 8/30/2012
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
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:

Rosemary Banks - Lead Teacher (P.O. Box 105)
Name / Title Address

8/30/12 (850) 556-5321 Quincy FL 32353
Date / Phone Number City / State / Zip code

09-12-12A08:06 R

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. **CL 2564595B**

Effective Date: 01/18/2012
12:01 AM STANDARD TIME

LIMITS OF INSURANCE

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**
Damages To Premises Rented To You (Any One Premises)	**$100,000**
Products/Completed Operations Aggregate Limit	**Included**
General Aggregate Limit	**$2,000,000**
Professional Liability Each Claim	**Included**
Professional Liability Aggregate	**Included**
Molestation or Abuse Liability Each Claim	**$100,000**
Molestation or Abuse Liability Aggregate	**$300,000**

LIABILITY DEDUCTIBLE **$0**

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Location	*Address*	*Territory*
1	600 South Adams Street, Quincy, FL 32351	006

PREMIUM COMPUTATION

				Rate		*Advance Premium*	
Loc	*Classification*	*Code No.*	*Premium Basis*	*Pr/Co*	*All Other*	*Pr/Co*	*All Other*
1	Schools - Tutoring Centers - Other than Not-For-Profit	47474	288,000 Per 1,000 Sales	Included	5.365	Included	$1,545
1	Additional Insured - Designated Person	49950	1 Per Additional Insured	Included	100.000	Included	$100
1	Abuse and Molestation Liability - Specialty Training Schools	41799	Flat	Included	525.000	Included	$525
1	Additional Insured - Managers or Lessors of Premises	49950	1 Per Additional Insured	Included	100.000	Included	$100
1	Professional Liability	72990	Flat	Included	0.000	Included	Included

MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: **$500**

TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: **$2,270**

(This Premium may be subject to adjustment.) **MP - minimum premium**

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 21 day of September, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: First Aid Tutorial Services
Contact Address: 17 Academy St. ste. 305
City, Zip, State: Newark, NJ 07102

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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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

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

Online □ One-on-One □

Small Group (2-5 students) X Large Group (6-10) no more than 10 students X

Maximum number of students per tutor: 10

Time/Day of Sessions: Tues + Thurs. 3:30-5:30

Location of Sessions: *Check all that apply.*

- [x] School campus
- [x] Community-based center
- [ ] Child Care Center
- [ ] Student's home with tutor present
- [x] Provider facility
- [ ] Student's home (on-line or computer-based)
- [x] Public site such as public library
- [x] Faith-based center

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

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 10
(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 2

 # Sessions per Month: 8

Type of Service: Check and complete all that apply.

Online ☐ **One-on-One** ☐

Small Group ☒ **Large Group** ☒

Maximum number of students per tutor 10

Sessions: ___ **Time:** 3:30-5:30 **Day(s):** Tues + Thurs.

Location of Sessions: Check all that apply.

☒ **School campus** ☐ **Provider facility** ☒ **Faith-based center**

☒ **Community-based center** ☐ **Student's home (with parent present)**

☐ **Child Care Center** ☒ **Public site such as public library**

☐ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,170.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012**.
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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:

Judge Helms
School 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:

Osner J. Charles- CEO 9/21/12
Provider Authorized Representative: Name / Title / Signature / Date

First Aid Tutorial Services
Name of Supplemental Educational Service Provider:

17 Academy St. Ste. 305
Address

Newark, NJ 07102
City / State / Zip Code

866-918-3224 27-3592391
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

OP ID: DM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/05/12

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 Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington, NY 11743 House Accounts 631-421-2424 631-421-2004	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: FIRST-7
INSURED First Aid Tutorial Svcs LLC 17 Academy Street Ste 305 Newark, NJ 07102	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Thomco INSURER B : CNA Insurance Companies 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	X	SCG70000290-00 $0 DEDU	09/30/12	09/30/13	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 ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			SCA70000290-00 $0 DEDU	09/30/12	09/30/13	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 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	5085367782	09/01/12	09/01/13	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	Prof Liability			SCG70000290-00 $0 DEDUCT	09/30/12	09/30/13	Act/Agg	$1Mil/$2Mil
A	Sex Abuse/Molest			SCG70000290-00 $0 DEDUCT	09/30/12	09/30/13	PP/Agg	$1Mil/$2Mil

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 are included as additional insured if required by written contract or agreement. In the event of policy cancellation, 30 days notice will be given to the district. Waiver of subrogation applies to the general liability

CERTIFICATE HOLDER

SBGADSD

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

policy and workers compensation policy if required by written contract or agreement.

The School Board of Gadsden County Florida
Title I 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 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, 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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

Initials

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

Initials

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

Initials

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.
Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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 X

Small Group (2-5 students) X Large Group (6-10) no more than 10 students X

Maximum number of students per tutor: 1:10

Time/Day of Sessions:
MON/TUE/WED/THUR 3:00-6:00 SAT 9:00 Am - 3:00 pm

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: N/A
(A site is defined as Gadsden County in its entirety.)

 # Sessions per Week: 3

 # Sessions per Month: 12

Type of Service: Check and complete all that apply.

Online ☐ **One-on-One** ☒

Small Group ☒ **Large Group** ☐

Maximum number of students per tutor 1:10

Sessions: 3 **Time:** 3-6 pm **Day(s):** MON, TUES, WED, thurs. Sat.

Location of Sessions: Check all that apply.

☒ **School campus** ☒ **Provider facility** ☐ **Faith-based center**

☒ **Community-based center** ☐ **Student's home (with parent present)**

☐ **Child Care Center** ☐ **Public site such as public library**

☐ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

Initials

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,17[illegible]00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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

Initials DZZ.

termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

G. Any amounts owed to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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

Initials

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:

Judge Helms
School 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:

Communities In Schools of Gadsden
Provider Authorized Representative: Name / Title / Signature / Date

Dorothy F. Thomas, Program Coordinator, Dorothy F. Thomas 8/28/12
Name of Supplemental Educational Service Provider:

216 North Adams Street
Address

Quincy, FL. 32351
City / State / Zip Code

850-558-3620
Phone Number / Tax Identification Number:

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

Dorothy F. Thomas / Program Coordinator / 216 N. Adams St., Quincy
Name / Title Address

8/28/12 850-558-3620 Quincy, FL. 32351
Date / Phone Number City / State / Zip code

Initials DFT

OP ID: AS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/12/11

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 S. Craig McMillan 850-875-1776 850-875-2776	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: COMMU-8
INSURED Communities In Schools of Gadsden, Inc. 35 Martin Luther King,Jr Blvd Quincy, FL 32351	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Colony Insurance Company 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		GL3905083	01/23/11	01/23/12	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 $ 1,000,000 $ 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)	$ $ $ $
	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 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					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)
Gadsden County School Board as Additional Insured

CERTIFICATE HOLDER

SCHOOLB

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
John Pat Thomas

The School Board of Gadsden County Florida
Title I 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 in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: The Literacy Through Sports Foundation, Inc.
Contact Address: PO Box 695191
City, Zip, State: Miami, FL 33269

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 PROVIDER for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES services 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 scored Level 1 or Level 2 on FCAT 2.0 Reading and/or Mathematics, as determined by the school district, who are attending a Title I funded school.
- **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 no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. 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 teachers 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
- **Withdrawal** -- the failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

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

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2013, or earlier if services are completed.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (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 PARENTS and PROVIDER before and during the school year. PROVIDER shall not complete the Student Enrollment Form for the PARENTS. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of PROVIDER in any way. EMPLOYEES of PROVIDER can not influence parent's choice of PROVIDER in any way.**

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the 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 twenty (20) 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. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no less than three (3) and no more than five (5) academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

G. PAY PROVIDER

DISTRICT agrees to pay the PROVIDER for educational services at the established hourly rate approved in the PROVIDER'S state-approved application. However, the DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education. The total amount the DISTRICT will pay the PROVIDER per child for SES during 2012-2013 school year shall be the lesser of: (1) the costs of the services provided; or (2) equal to the District's per pupil allocation as established by the Florida Department of Education. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, pre and post-assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by the DISTRICT. DISTRICT shall process payments to PROVIDERS within 30 calendar days of receipt of invoice.

H. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS

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

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting and Technical Assistance Meeting for SES software training on September 4, 2012 to discuss PROVIDER obligations. DISTRICT will conduct a consultation meeting through electronic communication with each PROVIDER to discuss requirements of the program and to answer any questions. 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. Provider Representative Information and Contacting the DISTRICT

The PROVIDER shall make available to the DISTRICT pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and must be updated immediately upon any changes: Name; Title; Phone Number; Fax Number and email address. All mailed correspondence must be sent to the attention of Mrs. Joanette Thomas. Programmatic, invoicing, and/or billing phone correspondence will be handled at 850-627-9651 extension 1375. All email correspondence must be addressed to both Mrs. Joann Kimble at kimblej@mail.gcps.k12.fl.us AND Mrs. Joanette Thomas at thomasjoa@mail.gcps.k12.fl.us.

C. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the DISTRICT 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 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 per occurrence, $2,000,000.00 aggregate.**
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: **$500,000.00 Statutory, Employers Liability $500,000.00**
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 per occurrence. $2,000,000 aggregate.**

D. PROHIBITION OF DISCLOSURE

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

E. PROHIBITION OF DEFAMING DISTRICT

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

F. EQUAL OPPORTUNITY

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

G. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Mrs. Joanette Thomas, SES Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the 2012 FCAT. If parental requests for free tutoring exceed the amount of funding available, the school district will prioritize services. Neither the Florida Department of Education nor the School District promotes or endorses any particular Supplemental Educational Services provider."

Initials

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

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program. The PROVIDER is prohibited from advertising or promoting its program through its tutors/instructors on school grounds during the school day.

The DISTRICT will not be providing transportation for SES children. The PROVIDER may provide transportation as part of its program, but will have to secure the means of the transportation from other sources.

PROVIDERS pulling children out of 21st Century Community Learning (CCLC) Programs for services must have a written agreement with the 21st CCLC program related to when and how long students are pulled out for services. Students taken for SES services from 21st CCLC programs must sign out when they leave for services and sign back in when they receive services. No 21st CCLC teacher or enrichment specialist can be paid for providing services to SES eligible children during the established 21st CCLC hours.

Marketing materials to advertise for tutoring positions do not have to be vetted by the DISTRICT. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten (10) days from receipt by DISTRICT. Approved marketing materials will be sent back to the PROVIDER via email from the Federal Programs Office.

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

Initials

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

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 II 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's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

Initials _____

VI. IDENTIFICATION 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 SES Program Specialist, Mrs. Joanette Thomas 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 have 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 shall provide training to their tutors regarding assessing students and submitting student data. The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at the Annual Provider Meeting or Technical Assistance Meeting), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

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

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

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

X. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

I. SES SOFTWARE/FORMS

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plans, etc. The PROVIDER agrees to keep the DISTRICT'S SES software/forms up to date within two weeks of services rendered and to submit any changes to the DISTRICT. PROVIDER will not duplicate or alter DISTRICT'S SES forms.

J. 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. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an instrument approved and provided by the DISTRICT as part of the PROVIDER state application. The PROVIDER must develop specific, measurable, attainable, relevant and time-bound goals in the SLP. The goals set forth in the SLP must be related to Common Core State Standards (if applicable) and/or Next Generation Sunshine State Standards. Goals must be consistent with the student's IEP (if

applicable) and 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. PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student progress reports to the DISTRICT SES Program Specialist, student's teacher, parent, 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 DISTRICT, parent and student's teacher will be regularly informed of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDERS and/or their employees may not sign the SLP for parents. PROVIDER agrees to make three (3) documented attempts to obtain the parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. Any tutoring services provided by the PROVIDER prior to an approved SLP shall not be paid by the DISTRICT.

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 annually.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. 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 written approval and a reasonable fee assessed for the use of such equipment, computers, and/or supplies. 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 (including any rental of computers or other equipment at the school), 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 Assistant Superintendent, Mrs. Bonnie Wood at the school district office. 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 (and/or equipment/computers) request will be denied and the PROVIDER will not be allowed to use the facility or equipment. 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. The Principal of the school, in conjunction with the Superintendent, will determine availability of tutoring space at each school. The Principal will also determine if any storage space is available and applicable rental fees will apply. 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.

The PROVIDER will pay all applicable personnel costs and utility surcharges for use of DISTRICT'S facilities if the use occurs at a time when the school is not ordinarily open, plant operation staff is not ordinarily on duty, and/or the Principal determines that additional plant operations staff are required. For any PROVIDER tutoring immediately after school dismissal at a public school facility, the PROVIDER must be on campus at least 10 minutes prior to the first dismissal bell.

PROVIDER will maintain DISTRICT facilities, equipment, and the surrounding area in a clean and sanitary condition after use by the PROVIDER'S employees, agents, clients, or invitees. The PROVIDER and all its invitees will abide by all DISTRICT policies on use of DISTRICT facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on DISTRICT property, including any outside public school areas, is prohibited.

PROVIDER will not assign this agreement or sublet the facilities or any part thereof. PROVIDER agrees that the DISTRICT'S officers, agents, and staff have the right to enter and inspect the DISTRICT'S facilities and the operations being conducted thereon at reasonable times. PROVIDERS shall not use copy machines, faxes, telephone, or other DISTRICT equipment without the express written permission of the school Principal or designee, Usage of any DISTRICT property will result in payment due for the associated uses at DISTRICT rates.

PROVIDER **must** notify the DISTRICT of the location and days/times, and/or **any** change in location or days/times at which it is providing services to students. The protocol for announcing a change in location, days and/or times is to notify the DISTRICT first, the Principal of the school second, the parents third, and the teachers of the students next. A reasonable attempt must be made to contact parents if the change in location, days, or times is due to an immediate emergency. No child should be left at the school waiting for services to be provided or be moved to a 21st CCLC classroom in lieu of services being provided during the duration of the SES contract. Any PROVIDER using a school facility must have a cell phone in their possession for emergency use.

L. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and*

identity of any individual accessing student records, including those who are not in the direct employ of the PROVIDER.

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 and parent's signature for each session attended. PROVIDER cannot sign for student or parent on the form. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form and must be kept up to date within the week of the tutoring. The original form is due to the DISTRICT at the end of each month and a copy provided to the PROVIDER.

If a parent requests that the PROVIDER withdraw a student from the program or if the student completes the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request and/or the completion date **and the District will withdraw the student.**

If a student fails to attend three (3) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three(3) attempts, the PROVIDER should notify the DISTRICT immediately in writing.

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 must 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 first monthly attendance form shall have the pre-assessment results and the date and time administered. The post-assessment results and the date and time administered shall be on the final monthly attendance form. 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. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** 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 for payment.

II. PROGRESS REPORTS

Initials _____

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. For each student, PROVIDER agrees to submit MONTHLY student progress reports to each student's parent, teacher, and DISTRICT. They also agree to make students aware of their progress. If requested by the DISTRICT or a parent, the PROVIDER shall provide the reports in a language that is understandable for the parent. PROVIDER shall administer a post-assessment using the same instrument provided by the DISTRICT for the pre-assessment and include the scores as part of the progress report. The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place. The final progress report shall contain the pre-assessment scores and the post-assessment scores for each goal.

Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.

Providers must 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 teacher 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 (2-5 students) ☑ Large Group (6-10) no more than 10 students ☐

Maximum number of students per tutor: 10

Time/Day of Sessions:
3:20 pm - 4:20 pm / Monday, Tuesday, & Thursday

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.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

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 starting tutoring with the remaining 20 percent of students will result in DISTRICT reassigning students to a new SES provider within the next twenty (20) days.

SLPs for students must be submitted at least five (3) business days prior to the start date. SLPs must be approved by the District-SES Program Specialist, Mrs. Joanette Thomas, before tutorial sessions begin.

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, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Program Specialist, Mrs. Joanette Thomas, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District and common core state standards and/or Next Generation State Standards (as applicable) in all subject areas for tutoring services.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:

I. During Gadsden County School District's holidays for students.

II. During FCAT test schedule week, including FCAT Writing.

III. During any Student Early Release Days.

V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Common Core State Standards and/or Next Generation State Standards (as applicable) to each eligible student. The instruction shall be provided beyond the regular school day.

VI. MINIMUM PER SITE

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

Minimum number per site: 2
(A site is defined as Gadsden County in its entirety.)
 # Sessions per Week: 3

 # Sessions per Month: 12

Type of Service: Check and complete all that apply.

Online ☐ **One-on-One** ☑

Small Group ☑ **Large Group** ☑

Maximum number of students per tutor 10

Sessions: ___ **Time:** 3:20pm - 4:20pm **Day(s):** Monday, Tuesday, Thursday

Location of Sessions: Check all that apply.

☑ **School campus** ☐ **Provider facility** ☑ **Faith-based center**

☑ **Community-based center** ☑ **Student's home (with parent present)**

☑ **Child Care Center** ☑ **Public site such as public library**

☐ **Student's home (online or computer-based)**

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

N. SUPERVISION 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. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign the monthly attendance roster, a copy will be given to the DISTRICT.

O. MONTHLY INVOICES

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

I. Original MONTHLY attendance records showing the dates and times the student was in attendance, as described in above sections. 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. These records must also include a monthly progress report for each student completed at the end of each month.

Initials _____

II. Pre-assessment results and date and time administered shall be noted on first monthly attendance form and each subsequent monthly progress report.

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form and every subsequent monthly progress report. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT. This information should be submitted in its entirety from the PROVIDER. Each session shall not exceed the per session time stated in the PROVIDER'S state application, and shall be billed in fifteen (15) minute increments. Tutoring that extends beyond SIX (6) hours per week (Monday through Sunday) will not be paid by DISTRICT. Any requests to adjust these time frames must be made to the DISTRICT prior to the adjustment (Example: Make-up Sessions). Provider is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of the State published per pupil rate – not to exceed the per hour rate as stated in the state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved and active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2012-2013 school year will not exceed **$1,172.00** per student. ***This amount is assigned by Florida Department of Education because of the allocation received by the US Department of Education.*** All invoices must be submitted to the SES Program Specialist, Mrs. Joanette Thomas at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

The last day that PROVIDER may provide SES services during the regular school year will be March 22, 2013. **The last day to submit an invoice will be** April 15, 2013.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. Fees will be deducted from the balance owed to the PROVIDER. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:

October 10-31, 2012 Services
Invoice and Billing Documents due to DISTRICT November 15, 2012
For students who have an approved SLP and services start prior to October 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP; progress reports and services start on or after October 15, 2012, a progress report will be required in the November billing cycle. Monthly attendance records with the

minimum content stated above are required **for each student served**; with all necessary original signatures and attendance roster forms with Pre-test assessment data content stated is required.

November 1-30, 2012 Services
Invoice and Billing Documents due to the DISTRICT December 15, 2012
For students who have an approved SLP prior to November 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15, 2012, a progress report will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

December 1-31, 2012 Services
Invoice and Billing Documents due to the DISTRICT January 16, 2013
For students who have an approved SLP prior to December 15, 2012, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15, 2012, a progress report will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

January 1-31, 2013 Services
Invoice and Billing Documents due to the DISTRICT February 15, 2013
For students who have an approved SLP prior to January 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15, 2013 a progress report will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

February 1-29, 2013 Services
Invoice and Billing Documents due to the DISTRICT March 15, 2013
(Spring Break March 18-22, 2013)
For students who have an approved SLP prior to February 15, 2013, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15, 2013, a progress report will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

March 1-23, 2013 Services
Invoice and Billing Documents due to the DISTRICT April 15, 2013
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

P. 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 may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives after they begin services.

For any single incentive that exceeds $20.00, an itemized list of students and the incentives they received shall be provided to the DISTRICT with final billing documentation. This includes but is not limited to such items as: gift cards and/or electronic devices.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses who (2) consecutive days of tutoring in a timely manner to provide the parent with a verbal reminder of the PROVIDER'S attendance policy. If contact cannot be made, the PROVIDER must notify the DISTRICT in writing immediately. If a student has three (3) unexcused absences, the student will be withdrawn from the program. It is the PROVIDER'S responsibility to let the DISTRICT know of this situation immediately. If parent contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

R. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 22, 2013 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. In the event that all funds are not spent, at the DISTRICT's discretion, they may be an additional SES summer session provided for eligible students.

S. 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.

T. INSPECTION AND AUDIT
PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state monitoring 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

or upon DISTRICT request. The DISTRICT, its auditors and representatives, auditors and representatives of the state education department and/or US Department of Education shall have the right to examine and inspect records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDERS are implementing their program as specified in the approved state application. PROVIDERS may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work 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 to operate in Gadsden County. Any sub-contractor or assignee approved by the DISTRICT shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

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

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

4. 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 in the Insurance Section of this contract.
II. Accident/Incident reporting procedures as described in this contract.
III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).
IV. Vendor Status forms with the W-9 packet attached to this contract
V. Certification regarding debarment, suspension or ineligibility award.

NOTE: Debarment certification is only applicable to contracts for $10,000 or more that are funded in whole or part with federal funds.

By signing this document, the PROVIDER certifies that it:

Initials

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

X 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. PROVIDER fails to submit the intent to provide services by the due date, August 24, 2012.
B. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **September 10, 2012.**
C. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
D. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
E. 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.
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 to the DISTRICT by PROVIDER at the time of Termination will be offset against the final payment.

H. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 28, 2012 PROVIDER training and Technical Assistance Meeting for SES software training.

I. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

6. PROHIBITION OF LOBBYING

No funds made available for SES 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 DISTRICT Program Specialist, Mrs. Joanette Thomas, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the 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 allocation amount per student per year to DISTRICT.*

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Mrs. Joanette Thomas, SES Program Specialist, 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 the 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 and/or Equipment Policies
i. EIA Code of Ethics as amended January 8, 2008.
j. Final Student Progress Report with pre/post assessment data
k. Vendor Status W-9 form

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

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

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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:

Judge Helms
School 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:

Charles Hollis / President / Charles Hollis 9/8/12
Provider Authorized Representative: Name / Title / Signature / Date

The Literacy Through Sports Foundation, Inc.
Name of Supplemental Educational Service Provider:

1510 NW 179 Terrace
Address

Miami, FL 33169
City / State / Zip Code

(877)521-5550 / 20-2579296
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

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

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DISTRICT:

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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:

Provider Authorized Representative: Name / Title / Signature / Date

Name of Supplemental Educational Service Provider:

Address

City / State / Zip Code

Phone Number / Tax Identification Number:

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

Name / Title

Address

Date / Phone Number

City / State / Zip code

09-12-12A08:19 RCVD

Initials

OP ID: DM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/12

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 Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington, NY 11743 House Accounts 631-421-2424 631-421-2004	CONTACT NAME: Vicky Hanley PHONE (A/C, No, Ext): 631-421-2424 FAX (A/C, No): 631-421-2004 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: THELI-4
INSURED The Literacy Through Sports PO Box 695191 Miami, FL 33269	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Ins Companies INSURER B: CNA Insurance Companies 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] Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		PHPK913310 - $0 DEDUCT	08/27/12	08/27/13	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 [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			3602CC341746-0 - $0 DEDU	08/27/12	08/27/13	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 [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5085372898 - $0 DEDUCT	08/27/12	08/27/13	[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	Prof Liability			3602CC341746-0 - $0 DEDUC	08/27/12	08/27/13	ACT/AGG	$1Mil/$2Mil
A	Abuse/Molestation			3602CC341746-0 - $0 DEDUC	08/27/12	08/27/13	PP/AGG	$1Mil/$1Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured if required by written contract or agreement.

CERTIFICATE HOLDER

GADSDEN

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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ACORD 25 (2009/09)

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