

**SCHOOL DISTRICT OF CLAY COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT (“Contract”) is made and entered into this _____ day of _____ 2012, between the School Board of Clay County, Florida (hereinafter referred to as “the BOARD”) duly operating under the Laws of the State of Florida, 900 Walnut Street, Green Cove Springs, Florida 32043 and

(PROVIDER name and address)

Supplemental Educational Service Provider (hereinafter referred to as “the PROVIDER”) for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in the *Student Learning Plan (SLP)*. Eligible students are those students that have been identified by employees of the BOARD who meet specific requirements under Title I, Part A of the No Child left Behind Act of 2001.

BOARD is authorized the State of Florida to enter into an agreement with the State-Approved Supplemental Educational Service PROVIDERS for the aforementioned purpose.

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

WHEREAS, Section 1008.331, Florida Statutes outlines the requirements for supplemental educational services.

WHEREAS, Section 1008.331, Florida Statutes contains the following requirements:

- a. Provider’s implemented SES program in the School District of Clay County must adhere to the specification and assurances made in the approved application made to the State of Florida and requires PROVIDER to develop, in consultation with parents (PROVIDER chosen by parents), a statement of specific achievement goals for the student described in the SES Student Learning Plan (SLP), how the student’s progress will be measured, and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student’s Individual Education Plan or 504 Plan;
- b. PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until the end of tutoring as deemed appropriate by the employees of the BOARD or until their student allocation is depleted. Tutoring cost shall not exceed the per student allocation **determined by the Florida Department of Education**.
- c. Requires a description of how the student’s parents and teacher or teachers will be regularly informed of the student’s progress. Such progress will be reported no less than once per month, or after every six hours of tutoring.
- d. Requires a provision for the termination of the Contract if PROVIDER is unable to meet the goals and timetables required;
- e. Requires provisions with respect to making payments to PROVIDER by BOARD;
- f. Prohibits PROVIDER from disclosing to the public the identity of any student eligible for, or receiving Supplemental Educational Services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education and has met the qualifications to be certified as a Supplemental Educational Services PROVIDER;

WHEREAS, PROVIDER is willing to provide such services to School District's eligible students if selected by the parent/guardians of eligible students;

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

1. Enrollment Form

Enrollment forms will be made available to parents, providers and other interested parties. Only Enrollment Forms with original signatures will be accepted by the BOARD. PROVIDER is prohibited from editing or altering the content of any BOARD form or document without the explicit permission of the School District Title I Office, including but not limited to, the SES Enrollment Form.

Per Florida State Statute 1008.331, Supplemental Educational Service in Title I schools: A provider may not provide incentives to entice a student or a student's parent to choose a provider. After a provider has been chosen, the student may be awarded incentives for performance or attendance, the total value of which may not exceed \$50 per student per year.

2. Student Learning Plan (SLP)

An online Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and BOARD employees. The SLP is developed for each student whose parent/guardian elects to receive SES from PROVIDER. The SLP must be consistent with student learning needs, as identified through district or state data and the assessment tool identified in the PROVIDER'S approved application, and must address any special needs identified by the BOARD. PROVIDER must submit at least three goals for each student, but no more than five. Each learning objective must be matched to specific assessment questions. The SLP must contain a detailed description of the expected change in student performance. This description must be in parent-friendly language and must describe the actual changes/improvements in specific academic skills. The SLP must be submitted to the LEA for approval within 15 days of student placement. The SLP must be signed by the parent and submitted to the BOARD. Changes in any student's SLP may only be made with the consent of BOARD employees in consultation with parents/guardians. PROVIDER, BOARD employees or the parent/guardian may request a review of a student's SLP.

The SLP shall contain the schedule for tutoring, including but not limited to the tutoring location, a written confirmation that the use of the tutoring location has been pre-arranged (in the event that the location is a location other than a site owned or leased by the PROVIDER) the days of the week that tutoring will occur, tutoring times and start and end dates. If the student is to walk home from the tutoring location, the SLP must include a statement to that effect. Any location at which tutoring is to be provided, other than a school, shall be disclosed to and is subject to the approval of the DISTRICT. Approval shall not be unreasonably withheld by the DISTRICT.

For the purpose of this contract, a site shall be considered to be a school. The PROVIDER agrees to serve _____ students per site. Failure to serve students at a site with the minimum number of enrolled students shall constitute grounds for termination of this contract.

PROVIDER shall develop progress reports for each student at the end of each month of service. The progress reports must be in parent-friendly language and must describe the actual changes/improvements in specific academic skills and must include a specific percentage that indicates the progress toward achieving the goals outlined in the SLP. Progress reports shall be provided to the student's parent and teachers each month.

PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from BOARD before terminating any SLP.

The SLP is a binding agreement between the Parent, BOARD employees, and PROVIDER and must be strictly adhered to, including the tutoring times listed. Any changes in the SLP shall be agreed upon by all parties prior to any changes taking place.

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 BOARD financially, nor shall BOARD incur any obligations or expense in excess of the state/federal reimbursement amount.*

Please check the tutoring model(s) that the PROVIDER shall deliver:

- School site
- Off site (location must be submitted to Board in advance)
- In-Home
- Distance learning (Computer-based online)
- Other (describe) _____

Provider shall meet the needs of students with the following disabilities, as indicated by check marks:

- Autism Spectrum Disorder
- Deaf or Hard of Hearing
- Dual Sensory Impairments
- Emotional/Behavioral Disability
- Intellectual Disability
- Language Impairment
- Orthopedic Impairment
- Other Health Impairment
- Specific Learning Disability
- Speech Impairment
- Traumatic Brain Injury
- Visual Impairment

3. Parents/Guardianship

For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

4. Student Records

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records* who is not in the direct employ of PROVIDER.

PROVIDER agrees to provide access to and copies of student records to BOARD employees and/or the parents/guardians of district's students. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or BOARD employees. Upon completion of the SLP or termination of this Contract, the PROVIDER shall turn over to BOARD employees all student records for the District's eligible students to whom PROVIDER has rendered services under this Contract.

After 3 absences a student may be removed from the PROVIDER roster. PROVIDER shall provide the BOARD employees with documentation that verifies that three attempts were made to contact parents to develop the required SLP before the student will be removed from the PROVIDER'S roster. The form to record student absences and attempts to make contact with the parent in order to develop the required SLP shall be provided by the BOARD employees.

5. District Access

PROVIDER shall notify BOARD employees of the location and/or any change in location at which it is providing services to eligible students. It shall allow access to its facilities for periodic monitoring of each student's instructional program by BOARD employees and shall be invited to participate in the review of each student's progress by BOARD employees. BOARD representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

6. Fingerprint/Background Check

In accordance with Florida Statute, 1012.32 all employees of PROVIDER that work with students in the school district, or have access to confidential records, shall, for a fee, be fingerprinted, and undergo a sexual predator and a Level II criminal background check conducted annually through a contractor approved by the Clay County School Board prior to working with students. Employees of PROVIDER, who instruct students as distant learners shall be fingerprinted, and undergo a sexual predator and level II criminal background check. PROVIDER will certify to BOARD that no employee of PROVIDER working with students of the school district has been convicted of any offense set forth in 1012.467 Florida Statutes or as a sexual predator as defined by statutes. Under no circumstance shall employees of PROVIDER work with students prior to the completion of a fingerprint and background check. Notwithstanding the results of any criminal background check, the BOARD reserves the right to prohibit any employee of PROVIDER from having contact with students on BOARD property if the BOARD has reason to believe that the safety or health of the students might be in jeopardy.

Per the Florida Department of Education, tutors must meet the minimum education requirements of an Associate Degree, 60 hours of college credit, or have received ParaPro Certification. Therefore PROVIDERS shall submit college transcripts or ParaPro assessment results of tutors who are not certified teachers to the BOARD employees for verification of eligibility to provide tutoring to students.

7. Independent Contractor Status

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. 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. Conflict of Interest

PROVIDER agrees to furnish to BOARD (upon request) a valid copy of the most recent adopted partnership Agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. 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, employment with BOARD.

All mass distributed correspondence including email, U.S. Mail, or backpack distribution to BOARD employees, SES parents/guardians or students must be approved through the Title I Office prior to distribution. BOARD employees must approve any written material distributed to schools or parents, and must also approve any student recruitment activities that PROVIDERS conduct outside of recruitment activities coordinated by the BOARD employees.

9. Accident/Incident Report

PROVIDER agrees to submit a written accident report to BOARD within five (5) days of an accident or incident when a pupil has suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

10. Discrimination

PROVIDER shall not discriminate on the basis of race, religion, sex, age, or handicap in employment or operation of its programs.

11. Child Abuse Reporting

PROVIDER assures BOARD 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 Statute 1006.061. 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 BOARD when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

12. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her SLP. PROVIDER shall submit to BOARD employees sample of materials to be used by the tutors prior to tutoring. Materials shall be returned, by request, to PROVIDER after tutoring obligations have been met for all students. If tutoring is to be delivered at a school in a one-to-one situation, it must be provided in the school library or other location that prohibits the tutor and student from being alone. A PROVIDER who desires to use BOARD facilities must make a separate application for use of facilities through the Agreement of Use of Facilities and Grounds form. PROVIDER shall rent classroom space according to the BOARD schedule of fees for facilities usage. BOARD employees may deny an applicant's request.

PROVIDERS who are permitted to use BOARD facilities shall submit payment to the BOARD along with a copy of the original invoice and a check for the total amount due. PROVIDER shall process payments, made payable to the School District of Clay County, within forty-five (45) days of receipt of such invoices. **Computer Use: Computer use shall be governed as outlined in Exhibit A which is attached hereto and incorporated herein.**

13. Control of Students

PROVIDER, while providing services, shall be responsible for the control of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian, at the end of the service. PROVIDER is responsible for their instructors to attend tutoring sessions at scheduled times, be on time to tutoring sessions, and remain with students until the end of the scheduled tutoring session. If any students walk home after tutoring, a parent letter granting permission to walk home unescorted must be submitted with the SLP. Under no circumstance will students be transported in PROVIDER or instructor-owned vehicles.

14. Inspection and Audit

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by BOARD employees. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. BOARD reserves the right to make monitoring visits to PROVIDERS during SES tutoring without previous notification.

15. Indemnification

PROVIDER shall defend, hold harmless, and indemnify BOARD 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.

16. Insurance

During the entire term of this Contract any extension or modification thereof, PROVIDER shall maintain in effect a policy or policies of liability insurance, which is classified as an “occurrence policy”, including general liability coverage and coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, with bodily injury liability limits of at least one million dollars (\$1,000,000) per person and one million dollars (\$1,000,000) combined coverage per accident or occurrence, and one million dollars (\$1,000,000) property damage liability for each accident or occurrence. Said liability insurance shall be effective until June 30th of the current school year. Not later than the effective date of this Contract, PROVIDER shall provide BOARD with satisfactory proof of insurance, naming BOARD as additional certificate holder, and including a provision for a twenty (20) calendar day written notice to BOARD before cancellation or material change in coverage. PROVIDER shall at its own cost and expenses procure and maintain insurance under the Worker’s Compensation Law of Florida, if applicable. BOARD reserves the right to revise the requirements of this provision at any time. If BOARD determines that additional insurance coverage is necessary, BOARD will reopen negotiations with PROVIDER to modify the terms of this Contract.

17. Monthly Invoices

PROVIDER shall submit to BOARD one monthly invoice for services provided for the preceding month, not including time for pre and post assessments. The invoice will be itemized by student name, actual number of hours for which services were provided and an amount due. PROVIDER will write and submit monthly student progress reports in a manner prescribed by the BOARD. The invoice, with attached attendance sheets, shall be submitted no later than fifteen (15) days after the end of the month in which services were provided. Final invoices must be submitted by April 15. The invoice shall be accompanied by an original record of attendance with appropriate signatures. Denied records on an invoice may be corrected and resubmitted within fifteen (15) days after notification of denial. Provider has one (1) opportunity each month to submit an invoice with any additions or previously denied records. Repeated invoicing or continual errors on invoices shall be grounds for termination of contract. The BOARD shall have sole decision on what defines repetitive invoicing or continual errors. Tutoring will be provided at least one time per week for a minimum of 1 hour when school is in session. PROVIDER shall limit tutoring to six (6) hours per week and no more than two (2) hours per day. Tutoring that extends beyond this six (6) hour limit will not be paid by BOARD. PROVIDER shall receive compensation for the number of hours of tutoring allowed by dividing the BOARD’S state-approved per pupil allocation by the provider’s hourly rate as stated in the provider’s Contract Cover Form. No additional hours are permitted to be offered to students in excess of the hours stated previously. Additional hours will be considered as an incentive which is prohibited by Florida Statue 1008.331 to exceed \$50 per student per year. The PROVIDER agrees with all terms and conditions as stated on the purchase order. **PROVIDER is paid only for students who have active SLPs on file in the Title I Office with said PROVIDER.** The BOARD will not pay for tutoring services until a signed SLP is submitted. BOARD shall process payments to PROVIDER within forty-five (45) days of receipt of such invoices. All invoices shall be created and maintained on BOARD SES Forms.

18. Records of Attendance

PROVIDER shall maintain a daily student **attendance sheet** that documents actual hours of attendance and is signed by the student's parent. A student may sign the attendance sheet only if a parent letter granting permission to walk home is on file with the BOARD. The student attendance sheets will be submitted to the Title I Office with the monthly invoice. PROVIDER is paid only for sessions students attend. The BOARD will pay for tutoring sessions that occur only after the attendance sheet is printed. PROVIDER shall permit access to and/or a copy of such records to BOARD employees upon request. All records of attendance shall be maintained on BOARD SES FORMS. Online companies must submit computer-generated login records to support the attendance sheets. Attendance for the month of service must be entered into the BOARD provided data management system no later than day 5 of the month following the month of service.

Students must be engaged in tutoring for the entire tutoring session. Parties and social events of any kind are prohibited during tutoring times and must take place outside the regular tutoring session.

19. SES Forms

PROVIDER agrees to utilize BOARD SES forms, including those forms and processes available on the BOARD provided Cayen Academics Plus data management system, to invoice, record attendance, develop the SLP, create student progress reports, maintain an employee roster, and other miscellaneous records

20. Pre- and Post- Assessments by Provider

Student assessments will be conducted as follows:

- a. The PROVIDER will conduct a pre- and post- assessment with each student, using an instrument defined in the PROVIDER'S state approved application, and will record the results of the pre-and post- assessments in the BOARD approved Cayen Academics Plus online system.
- b. The PROVIDER will complete the pre-assessment with each student prior to the development of the student's SLP, and record the results in Cayen prior to submitting the SLP for content approval.
- c. The PROVIDER will submit a copy of the pre-assessment results summary together with the signed SLP. The pre-assessment summary will show the student's name, grade level, subject, date completed and the name of the person who administered the assessment.
- d. The PROVIDER will use the same grade level assessment instrument to conduct a post-assessment after tutoring has been completed in order to assess mastery of each learning objective.
- e. The pre- and post-assessment results must directly address the learning objectives in the SLP.
- f. The PROVIDER will submit a copy of the post-assessment results summary together with the final invoice. The post-assessment summary will show the student's name, grade level, subject, date completed and the name of the person who administered the assessment. Final invoiced hours will be denied for payment if the post-assessment summary is not included.
- g. PROVIDERS shall not bill the BOARD for time used to conduct pre- and post-assessment and for the development of the SLP.

- h. The PROVIDER will notify the BOARD's School Improvement Specialist ten (10) days in advance of the scheduled post-assessment including the date, time and location for the post-assessment.
- i. In the event that a parent requires translation of the SLP or of any subsequent progress report, the PROVIDER is responsible for providing such translation whenever practicable. Translation of information into Spanish or Haitian-Creole shall always be practicable.

21. Right to Withhold

BOARD may withhold payment to PROVIDER, by notifying Provider of its intent to do so no later than ten (10) days after receipt of an invoice, when in the opinion of BOARD employees:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented
- b. PROVIDER has neglected, failed or refused to furnish information or to cooperate with the inspection review or audit of its program work or records
- c. PROVIDER has failed to submit the invoice in a timely manner according to the terms of this contract.
- d. PROVIDER has failed to pay for use of school facilities.

If BOARD gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

22. Modification and Amendments

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

23. Disputes

Disputes between BOARD and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing by certified mail to Dewitt Lewis, Jr., Director of Instructional Projects, Clay County Public Schools 900 Walnut Street, Green Cove Springs, Florida 32043. The determination of BOARD shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

24. Subcontract and Assignment

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

Any contract between Provider and a sub-contractor or assignee must contain language by which subcontractor agrees to be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

25. Termination

- a. This Contract may be terminated by BOARD or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, BOARD shall pay, without duplication, for all services satisfactorily performed to date of termination. BOARD may terminate this contract if PROVIDER is unable to meet the agreed upon goals and timetables as established in the student SLP. BOARD may terminate immediately, without notice, if fraud or misrepresentation by PROVIDER is suspected or occurs.
- b. In consideration of this payment, PROVIDER waives all rights to any future payments for damages. Upon termination, PROVIDER shall turn over to BOARD employees, all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- c. An SLP may be terminated by PROVIDER only upon consent of BOARD employees. An SLP shall terminate if the student ceases to be enrolled in DISTRICT, or if tutoring service is interrupted for 30 days. Upon termination under this paragraph, final payment from BOARD will be calculated based upon a pro-rata calculation of total services agreed upon in the SLP for which BOARD is responsible for payment, divided by that portion of services actually rendered.
- d. Unless terminated earlier pursuant to the terms of this numbered section, this contract will automatically terminate at the close of the school district business day on April 30, 2013.

26. Compliance with Laws

During the term of this Agreement, PROVIDER shall ensure that SES is in compliance with federal/state laws and BOARD rules regarding health, safety and civil rights including, but not limited to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

27. Entire Contract/Agreement

This School District of Clay County **Title I Supplemental Educational Services Contract** and the School District of Clay County Title I Supplemental **Student Learning Plan** constitute the entire Agreement between BOARD and PROVIDER. These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated. The PROVIDER is compelled to provide services as stated in the contract with the Florida Department of Education. The PROVIDER is also compelled to notify the BOARD within 10 days if said contract is revised, altered, or amended.

28. Governing Law

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

29. Required Documents

The PROVIDER shall provide the BOARD employees with the required documents at the time this executed contract is submitted. Failure to submit said documents will result in PROVIDER being removed from the BOARD SES Provider list.

30. Provider requirements

PROVIDERS or their local representative(s) are required to attend the District Provider Organizational Meeting. PROVIDER staff members who have not attended a previous CAYEN training in Clay County shall attend training. Failure to attend these meetings as specified shall result in termination of the contract. PROVIDERS or their local representative(s) are invited to attend SES Provider Fairs. The exact dates and times will be announced.

30. Start/End of Tutoring

Tutoring must commence no later than October 15, 2012 for all students who are placed by September 25, 2012. Students whose applications are received after September 25, 2012 must begin tutoring within 20 days of placement. Students who have not begun tutoring by the deadline will be placed with another PROVIDER of the parent's choice. All tutoring must be completed by March 24, 2013. Final invoices will be due on April 15, 2013.

31. Severability Clause

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

32. Notices

Notices required under this Contract shall be valid when hand delivered or delivered by certified mail to Director of Instructional Projects, 900 Walnut Street, Green Cove Springs, Florida 32043

33. Certification regarding debarment, suspension or ineligibility for award (34 CFR 85)

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

By signing this document, the CONTRACTOR certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

- b. Have 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. Are 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. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

34. Payment Remittance Address

If the address to which payment for invoices is to be sent is different from that on the signature page, indicate below

Name

Street Address or Post Office Box

City, State and Zip Code

School District of Clay County (SDCC)
Title I Supplemental Educational Services Contract Addendum
Instructional Technology Network and Equipment
Conditions of Use to Access Third Party Education Sites

SDCC supports use of SDCC IT networks and equipment for any valid education purpose subject to following security restrictions:

- 1) SDCC must comply with student privacy and Internet protection statutes. Computers that are not the property of SDCC cannot be used for student Internet access anywhere on school grounds. Vendors may use non-SDCC computers for standalone applications or adult employee Internet access via a private network, but may not connect to the SDCC network. Any educational software used on standalone computers must comply with CIPA, privacy and other statutes.
- 2) Only SDCC computers and devices may be connected to the SDCC LAN.
- 3) SDCC computers may be used to access Internet based educational programs under the following conditions:
 - a. All students must use their SDCC login to access the computer.
 - b. Students whose parents have opted out of student use of telecommunications may not use SDCC computers.
 - c. Only people with valid SDCC accounts may use SDCC computers. Vendors will not be issued SDCC accounts.
 - d. Programs do not require intensive bandwidth utilization such as video-teleconferencing or video streaming that saturates the school's network. Most SDCC backups are done after hours and keep utilization relatively steady around the clock.
 - e. For Internet browser based software:
 - i. The Internet based software must work through standard Internet ports 80 and/or 443 and not require relaxation of Firewall or Secure IIS settings.
 - ii. The Internet based software is purely browser based and does not require installation of any software or plug-in on any SDCC computer or reconfiguration of any SDCC equipment.
 - f. For programs that use local hardware or software that must be loaded on the local machine:
 - i. All software or hardware must be approved by the SDCC Information Services Department.
 - ii. Approved software will be installed by SDCC before the beginning of each semester. Additional update opportunity may be available but will be distributed after necessary school programs.

No electronic devices will be used where damage to that device may impede the daily instructional program.

No computer, electronic device, or network access will be granted that may impede regular instruction. If the regular instructional program is impeded by your program, your access to the computers will be revoked immediately.

You will be held liable for any damage attributed to your use of SDCC computers, peripheral equipment, and electronic devices.

There will be no unsupervised Internet sessions that involve students while on SDCC property.

SDCC reserves the right to revoke access to SDCC computers with 24 hours notice for any reason.

The school Principal has authority to determine who uses the facility, when it is used, and how it is used.

**SCHOOL DISTRICT OF CLAY COUNTY, FLORIDA
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT
Signature Page**

DISTRICT:

Ben Wortham, Superintendent
School District of Clay County

Nancy Racine, Director of Purchasing

Date

**School District of Clay County
900 Walnut Street
Green Cove Spring, Florida 3043**

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Name/Title

Name/Title

Address

City/State/Zip Code

Date / Phone Number

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

Name/Title

Address

City/ State/Zip Code

Date / Phone Number