

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

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered into this _____ day of _____ (2006), between the School Board of Clay County (hereinafter referred to as "the DISTRICT"), School 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 *Parent-District-Provider Agreement (PDPA)*. Eligible students are those students that have been identified by DISTRICT who meet specific requirements under Title I, Part A of the No Child Left Behind Act of 2001.

DISTRICT is authorized by NCLB and 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, No Child Left Behind Act, Title I, Part A Section 116 (e) and Title I Final Regulations 34 CFR parts 200.46-200.48 outlines the requirements for supplemental educational services.

WHEREAS, No Child Left Behind Act, Title I, Part A Section 116 (e) and Title I Final Regulations 34 CFR parts 200.46-200.48 contains the following requirements:

- a. Provider's implemented SES program in the School Board of Clay County 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 Individual Achievement Plan (IAP), 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 by the DISTRICT or until their student allocation is depleted. Tutoring cost shall not exceed the per student allocation of approximately \$984.73 (subject to change by FLDOE);
- c. Requires a description of how the student's parents and teacher or teachers will be regularly informed of the student's progress;
- 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 District;
- 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 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

PROVIDER shall not reproduce or complete the Enrollment Form. It is the PARENTS sole responsibility to complete the Enrollment Form.

2. Parent District Provider Agreement

A PARENT/DISTRICT/PROVIDER Agreement (PDPA) 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. Changes in any student's PDPA may only be made with the consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's PDPA.

PROVIDER shall not unilaterally terminate any PDPA. PROVIDER shall obtain written authorization from DISTRICT before terminating any PDPA.

Parents/guardians shall not be charged for any services rendered under the PDPA 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.*

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 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. Upon completion of termination of the PDPA/IAP or termination of this Contract, the PROVIDER shall turn over to DISTRICT all student records for the DISTRICT's eligible students to whom PROVIDER has rendered services under this Contract.

5. District Access

PROVIDER shall notify DISTRICT of the location and/or any change in location at which it is providing services to eligible students. This location shall be consistent with the location or locations described in the application made to FDOE. Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT 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 and the Jessica Lundsford Act all employees of PROVIDER that work with students in DISTRICT shall, at a fee, be fingerprinted, have a sexual predator and criminal background check conducted annually at the School Board of Clay County Administration Building, 900 Walnut Street, Green Cove Springs, Florida 32043 prior to working with students and, upon receipt of those checks. Employees of Provider, who instruct students as distant learners shall be fingerprinted, have a sexual predator and criminal background check. PROVIDER will certify to DISTRICT that no employee of PROVIDER working with students of the school district has been convicted of a violent or serious felony or as a sexual predator as defined by statutes. Under no conditions 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 DISTRICT reserves the right to prohibit any employee of PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

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 DISTRICT (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 DISTRICT.

9. Accident/Incident Report

PROVIDER agrees to submit a written accident report to DISTRICT 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. Under Section 1116(e)(5)C of Title I, a supplemental educational service provider must meet all applicable Federal, State, and local civil rights laws (as well as health and safety laws). These laws include Title VI of the Civil Rights Act of 1964 (discrimination on the basis of race and national origin), Title IX of the Education Amendments of 1972 (discrimination on the basis of sex), Section 504 of the Rehabilitation Act of 1973 (Section 504) (discrimination on the basis of disability), and the Age Discrimination Act of 1975 (discrimination on the basis of age).

11. 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 Statue 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 DISTRICT 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 PDPA. A PROVIDER who desires to use DISTRICT's facilities must make a separate application for use of facilities through the Agreement of Use of Facilities and Grounds form. PROVIDER'S shall rent classroom space for \$25 per day. District may deny an applicant's request.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. PROVIDER shall process payments, made payable to the school, 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 tutoring instructors to attend tutoring sessions at their scheduled times, being on time to tutoring session, and remaining with the students until the end of the scheduled tutoring session.

14. Inspection and Audit

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by DISTRICT. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit.

15. 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.

16. Insurance

During the entire term of this Contract any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Said liability insurance shall be effective until the last day of the present school year. Not later than the effective date of this Contract, PROVIDER shall provide DISTRICT with satisfactory evidence of insurance, naming DISTRICT as additional certificate holder, including a provision for a twenty (20) calendar day written notice to DISTRICT before cancellation or material change, evidencing the above-specific coverage. PROVIDER shall at its own cost and expenses procure and maintain insurance under the Worker's Compensation Law of Florida, if applicable. DISTRICT reserves the right to revise the requirements of this provision at any time. If DISTRICT determines that additional insurance coverage is necessary, DISTRICT will reopen negotiations with PROVIDER to modify the terms of this Contract.

17. Monthly Invoices

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name, student grade, actual number of hours for which services were provided, and an amount due. The invoice shall be accompanied by a record of attendance with appropriate signatures. PROVIDER shall limit tutoring to six (6) hours per week. Tutoring that extends beyond this six (6) hour limit will not be paid by DISTRICT. PROVIDER shall receive compensation in the amount not to exceed \$_____ per hour. Invoices are due the 1st of each month for the preceding month. Such invoices shall be submitted not later than fifteen (15) days after rendering services in the preceding month. PROVIDER is paid only for students who have an active PARENT/DISTRICT/PROVIDER Agreement and an active Individual Achievement Plan with said PROVIDER. DISTRICT shall process payments to PROVIDER within forty-five (45) days of receipt of such invoices. All invoices shall be created and maintained on DISTRICT'S SES Forms.

18. Records of Attendance

PROVIDER shall maintain a daily student **sign-in sheet** of student services. The student sign-in sheets are submitted to the on-site facilitator monthly. PROVIDER is paid only for sessions students attend. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request. All records of attendance shall be maintained on the DISTRICT'S SES FORMS.

19. SES Forms

PROVIDER agrees to utilize DISTRICT'S SES forms to invoice, record attendance, develop the PARENT/DISTRICT/PROVIDER Agreement and the Individual Achievement Plan and maintain an employee roster and other miscellaneous records.

20. Right to Withhold

DISTRICT may withhold payment to PROVIDER, with a ten (10) working days written notice of such withholding, when in the opinion of DISTRICT:

- 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.

If DISTRICT 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.

21. 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 IAP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to DISTRICT.*

22. Disputes

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing by certified mail to Sandra Emery, Title I Supervisor, Clay County Public Schools 900 Walnut Street, Green Cove Springs, Florida 32043. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

23. Subcontract and Assignment

DISTRICT prohibits subcontracting or assigning any of the work contemplated under this Contract.

24. Termination

- a. This Contract may be terminated by DISTRICT or PROVIDER at any time. 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, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination.
- b. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- c. A PARENT/DISTRICT/PROVIDER Agreement may be terminated by PROVIDER only upon consent of DISTRICT. A PDPA shall terminate if the student ceases to be enrolled in DISTRICT. Upon termination under this paragraph, final payment from DISTRICT will be calculated based upon a pro-rata calculation of total services agreed upon in the PDPA for which DISTRICT is responsible for payment, divided by that portion of services actually rendered.

25. Compliance with Laws

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

26. Entire Contract/Agreement

This School Board of Clay County **Title I Supplemental Educational Services Contract**, School Board of Clay County Title I Supplemental Educational Services **PARENT/DISTRICT/PROVIDER Agreement**, and School Board of Clay County Title I Supplemental **Individual Achievement Plan** constitute the entire Agreement between DISTRICT 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 DISTRICT within 10 days if said contract is revised, altered, or amended.

27. 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.

28. Required Documents

The PROVIDER shall provide the DISTRICT with the required documents within 20 days of the execution of this contract. Failure to submit said documents within the established timeframe could cause the DISTRICT to remove said PROVIDER from the District SES Provider list.

29. Start of Tutoring

Tutoring must commence within 20 days of the execution of this contract. Failure to start tutoring will result in DISTRICT reassigning students to a new PROVIDER.

30. Severability Clause

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

31. Notices

Notices required under this Contract shall be valid when hand delivered or delivered by certified mail to Sandra Emery, Title I Supervisor, 900 Walnut Street, Green Cove Springs, Florida 32043.

Exhibit A
School Board of Clay County
Title I Supplemental Educational Services Contract Addendum
Instructional Technology Network and Equipment
Conditions of Use to Access Third Party Education Sites

The School Board of Clay County (SBCC) supports use of SBCC IT networks and equipment for any valid education purpose subject to following security restrictions:

- 1) Non-SBCC computers or SBCC computers may be used in a standalone mode on school grounds so long as they are NOT connected to any exterior communications. They may not be connected to LAN, modem or use exterior wireless. Any educational software may be used on standalone computers with due regard for CIPA and privacy laws.
- 2) Only SBCC computers and devices may be connected to the SBCC LAN.
- 3) SBCC computers may be used to access Internet based educational programs under the following conditions:
 - a. All students must use their SBCC login to access the computer.
 - b. Only people with valid SBCC accounts may use SBCC computers. Vendors will not be issued SBCC accounts.
 - c. Programs do not require intensive bandwidth utilization such as video-teleconferencing or video streaming that saturates the school's network. School bandwidth is currently T-1 and utilization rates vary from 25% to near full capacity. Most backups are done after hours and keep utilization relatively steady around the clock.
 - d. 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 SBCC computer or reconfiguration of any SBCC equipment.
 - e. 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 SBCC Information Services Department.
 - ii. Approved software will be installed by SBCC 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 SBCC computers, peripheral equipment, and electronic devices.

There will no be unsupervised internet sessions that involve students while on SBCC property.

SBCC reserves the right to revoke access to SBCC 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 BOARD OF CLAY COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT
Signature Page**

DISTRICT:

Board Chairperson

David Owens, Superintendent

Date

School Board 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