



Attachment C
Request for Response Number 03OSERE1A
(List of Approved Supplemental Educational Service Providers)

Sample Materials
July 2011

Massachusetts Department of Elementary and Secondary Education
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Sample Parent/Guardian Notification Letter of Availability of Supplemental Educational Services

Parent notification letter that includes all required elements and is understandable to parents. A letter to parents should be short. In the interest of keeping the letter to about one page, several related pieces of information parents can use to make a decision about supplemental educational services may be included as attachments (e.g., a provider selection form, an NCLB school choice notification letter, etc.). Provided by the U.S. Department of Education.

Free Tutoring for Your Child!

Dear Parent/Guardian,

Help your child succeed in school – sign up for free tutoring! As a result of the federal *No Child Left Behind Act*, your child can receive extra help in the areas of mathematics, reading, and language arts. You can receive this free tutoring because your child’s school is in its second year or later of “school improvement,” and your family meets the income limits under the law.

Your child’s school has been identified for improvement because it has not made adequate yearly progress on state measures of academic achievement for at least three years. Our district’s report card, which will be distributed this fall, shows how your child’s school compares to other schools in our district and state. Your child’s school has been identified because [list reasons for identification]. We will be sending you more information in a few weeks about how you can help us improve the school in these areas.

For now, you can now choose a free tutoring program that is best for your child. A list of approved tutoring programs in your area is enclosed. These programs have been approved by the state department of education and will provide your child with tutoring that is coordinated with what is being taught in school.

When deciding which tutoring program is best for your child, you may want to ask these questions:

- When and where will the tutoring take place (at school, home, community center)?
- How often and for how many hours in total will your child be tutored?
- What programs, by grade levels and subject areas, are available for your child?
- What type of instruction will the tutor use (small group, one-on-one, or the computer)?
- What are the tutors’ qualifications?
- Can the tutor help if your child has disabilities or is learning English?
- Is transportation available to and from where the tutoring will take place?

Please call **[name and number]** if you have any questions about these services. You also may join us to talk to the tutors **on [dates and times of parent fairs]** to help you decide which program is best for your child. If you would like to select a tutor now, you can fill out the enclosed provider selection form and mail it back to **[name and address]** in the stamped envelope we provide. Applications are due by **[date]**. You will be contacted by **[school district]** by **[date]** telling you when the free tutoring will start.

Thank you,

[District official]

Enclosures: List of Approved Supplemental Educational Service Providers
Free Tutoring Application

Sample Free Tutoring Application for Distribution to Parents/Guardians of Eligible Students

APPLICATION FOR FREE TUTORING

Student Name: _____ **School:** _____

_____ **YES**, I would like my child to receive free tutoring.

_____ **I HAVE SELECTED THE FOLLOWING PROVIDER:**

First Choice: _____

Second Choice: _____

Third Choice: _____

_____ **I NEED HELP SELECTING A PROVIDER.** Please contact me at:

_____ **NO**, I would not like my child to receive free tutoring.

Name of Parent

Telephone Number

Date

Please return this form to *(name, address)* no later than *(date)*.

Sample Contract/Agreement #1 Between a District and a Supplemental Educational Services Provider

This sample contract/agreement contains addendums which are the student learning plan forms that the district requires all providers to use.

Agreement Between PROVIDER and School

Supplemental Educational Services for the federal No Child Left Behind Act

(to be known as the PROVIDER)

and

the _____ Public Schools

agree to the following terms and conditions to achieve these SPECIFIC goals that support the student's needs that have been identified on assessments completed by the PROVIDER for each individual student as noted on Addendum A for each individual student.

Educational Program

Student will attend the program administered by the personnel of the PROVIDER according to the following terms:

1. Comprehensive standardized norm referenced pre-tests will be administered by the personnel of PROVIDER prior to the start of Supplemental Educational Services.
2. PROVIDER will use information obtained from the administered pre-test to develop at least three specific educational goals for the student. These goals along with all pre-test information will be submitted to the _____ Public Schools within 15 business days after Supplemental Educational Services have started.
3. Upon completion of Supplemental Educational Services, comprehensive standardized norm referenced post-tests will be administered by the personnel of the PROVIDER to help determine if student's learning gaps have been filled. All post-test information will be submitted to the _____ Public Schools prior to processing of final invoice for payment.
4. All Instructors must be licensed by the Massachusetts Department of Education in the appropriate subject area (i.e. Elementary).

Program Details

The Provider will accomplish the above goals according the schedule as detailed in Addendum A.

If student is to be serviced in a group setting, the grade span of students in the group will not exceed two grade levels.

The PROVIDER agrees to provide a description of program to the _____ Public Schools to be used with the student including name of pre and post standardized norm-referenced tests, qualifications of staff responsible for the delivery of the instructional program to the student, research base explaining effectiveness of the instructional program, detailed description of materials to be used, detailed description of instructional design and curriculum for the program.

All Supplemental Educational Services will begin within 20 days of this contract being signed by all parties. The _____ Public Schools has the right to discontinue the contract for any child if the first session has not been scheduled and implemented within these first 20 days.

Location/Transportation

_____ Public Schools will not pay for transportation costs associated with Supplemental Educational Services. Parents have agreed to provide their own transportation.

Reporting

The PROVIDER will inform the parent of student’s progress on a monthly basis and after the completion of the program. All reports to parents/guardians will be in writing in English and the parent’s native language to the extent possible. Reports will be based upon the educational goals and skills for which Supplemental Educational Services are based.

Reports to parents/guardians will be provided directly to parent/guardians by the PROVIDER and do not necessitate distribution through the school. Copies of any and all such notices to parents shall also be mailed to the _____ Public Schools Title I Office prior to any payments being made.

Right to Audit/Monitor PROVIDER

Auditing

PROVIDER shall provide access to and the _____ Public Schools shall have the right to examine and audit, upon district’s request, all of the records, reports documents, and other evidence that relate to this Contract. PROVIDER shall maintain such fiscal records for five (5) years.

Monitoring

PROVIDER shall notify the _____ Public Schools of the location and/or any change in the location at which it is providing services to the District’s eligible students. It shall allow the _____ Public Schools access to it facilities for monitoring of each student’s instructional program. Such access shall include unannounced monitoring visits. District representatives shall have access to observe each student at work, observe the

instructional setting, interview the PROVIDER, and review each student's progress and all student records maintained on site, including the behavior intervention plan, if any.

Rate of Payment

Billing amount

Rate Per Hour: \$ _____

PROVIDER's agreed to hourly rate for services rendered shall be the amount listed above. The total amount for services rendered during the term of this Contract is not to exceed \$1746.00. The student-teacher ratio for this hourly rate will be as approved on Addendum A. Minimum number of hours of services rendered shall be as approved on Addendum A and shall begin on the date listed on Addendum A of this Contract and be completed no later than June 11, 2011.

Billing/Payment Procedures

PROVIDER shall comply with all procedures concerning enrollment, contacting, attendance reporting, and billing as specified by the _____ Public Schools. The Provider must complete Addendum B for each student and submit it to the _____ Public Schools Title I Coordinator before the final payment for that student will be processed.

Attendance Record

PROVIDER shall maintain daily records of student services provided, including the name and address of the student, the name of PROVIDER's employee who rendered the service, and the amount of time of each service. PROVIDER shall provide a copy of such records to the _____ Public Schools with each invoice requesting payment. Payments for services will only be processed if the _____ Public Schools Title I Office has also received and approved monthly parent progress reports.

The _____ Public Schools shall not be responsible for payment for services not actually provided where the parent and/or the _____ Public Schools has cancelled the provision of such services at least 24 hours prior to any such scheduled services. PROVIDER must notify the parent after any missed sessions. _____ Public Schools will not pay for any subsequent scheduled services without proof that contact with parent has been established by the PROVIDER.

Monthly Invoices

PROVIDER shall submit to the _____ Public Schools monthly invoices itemized by name and address of student, service provided, actual number of hours for which services were provided, and amount owed. PROVIDER shall submit invoices and related documents to the _____ Public Schools for payment, for each calendar month when education or related services were provided.

Invoices and related documents shall be submitted on a form and in the manner approved by the _____ Public Schools.

Invoices shall be submitted no later than 15 business days after the end of the attendance accounting period in which the services were rendered, or termination of applied contract, whichever comes first. Payment shall be within 60 business days after the _____ Public School's receipt of invoices prepared and submitted as specified by the _____ Public Schools.

PROVIDER shall correct deficiencies and submit rebilling invoices no later than 10 business days after the invoice is returned by the _____ Public Schools. The _____ Public Schools shall pay properly submitted re-billing invoices no later than 60 business days after the date that a completely corrected re-billing invoice is received by the _____ Public Schools.

Termination

The parties hereto agree that this Agreement may be terminated, at any time, by either the parent and/or the _____ Public Schools in the event that the PROVIDER is unable to meet the goals and/or timetables set forth herein or for any other reason. The parent may at any time withdraw their child from services if they are not satisfied with the program. The PROVIDER must notify the _____ Public Schools Title 1 office in writing within 10 days of any contract that has been terminated by the parent.

Criminal Offender Record Information (CORI) Background Checks

The PROVIDER is required to certify in writing to the _____ Public Schools that CORI checks have been completed prior to a staff member working with students. The PROVIDER will also be required to certify in writing to the _____ Public Schools that Sexual Offender Registry checks have been completed prior to a staff member working with students. In addition, the PROVIDER will make available to the _____ Public Schools a list of the PROVIDER's staff members who are approved to work with students under the contract. The PROVIDER will update that list as necessary during the contract term. The PROVIDER is required to maintain files of annually updated CORI checks for staff members.

The _____ Public Schools reserves the right to initiate CORI checks on any PROVIDER employee who has direct contact with students on _____ Public School Property.

The PROVIDER hereby acknowledges that it shall be solely responsible for carefully screening any and all employees engaged in the provision of such Supplemental Educational Services. Such responsibility shall include, but be not limited to the responsibility to obtain and review the criminal offender record information (CORI) of each and every employee engaged in the provision of supplemental educational services.

Indemnification

The PROVIDER shall hereby indemnify, defend and hold the City of _____, its governing board, officers and employees harmless from and against any and all loss, costs, expense or damage, including attorney's fees with respect to any claim, liability, demand, controversy, action at law, equity, or administrative proceeding arising

out of or in connection with this Contract or arising for any and all acts, omissions of the PROVIDER, its agents, employees, licensees or invitees.

Governing Law

This Contract in performance hereunder and all suits and special circumstances hereunder shall be construed in accordance with the laws in the State of Massachusetts.

Insurance

The PROVIDER shall, at its own expense, keep in full force and effect comprehensive, commercial, general public liability insurance (including premise’s operation, bodily injury, personal injury, death, independent contractors, products and completed operations, broad form contractual liability and broad form property damage coverage) in a combined single amount of \$2,000,000 (Two Million) per occurrence naming the City of _____ as an additional insured against all claims, demands or actions with respect to damage, injury or death made by or on behalf of any person or entity, arising from or relating to the conduct and operation of the PROVIDER’s business in, on or about the aforesaid premises or arising from or relating to act or omission of the PROVIDER or any persons under the PROVIDER’s control.

The PROVIDER agrees to provide the _____ Public Schools with a Certificate of Insurance detailing liability insurance coverage prior to servicing students.

Confidentiality

The PROVIDER agrees to comply with the confidentiality and non-disclosure provisions of all applicable federal, state and local laws, including those relating to student identity, records, reports, data, scores and other sensitive information. The PROVIDER is prohibited from disclosing to the public the identity of any student eligible for, or receiving, Supplemental Educational Services without the written permission of the parents of such student.

Prohibition of Incentives

The PROVIDER is prohibited from offering a student or parent any form of incentive for signing-up with a PROVIDER and/or the completion of a certain number of hours or the program itself.

No student shall be denied services on account of being identified as a student on an Individual Education Plan (IEP) under the Individuals Disability and Education Act (IDEA).

Taxes

The PROVIDER agrees to pay all applicable payroll taxes and deductions by local, state and federal laws as a result of this Contract as well as all Workers Compensation, Unemployment Compensation, applicable Social Security and Medicare charges.

Assignments

This Contract is for Supplemental Educational Services and The PROVIDER may not assign or delegate any rights or duties under the Contract without the written permission of the _____ Public Schools and shall be governed under the laws of the State of Massachusetts.

Entire Agreement

This instrument contains the entire agreement between the parties. No amendment to this instrument shall be valid unless it is in writing and signed by the parties.

Confidentiality Agreement

The PROVIDER is prohibited from disclosing to the public, the identity of any students eligible to participate in, or who are receiving supplement education service without the written permission of the student’s parents or legal guardians. In addition the PROVIDER will not use the identity of any student eligible for or receiving these services for any publication, research study, analysis, marketing or other documentation without the expressed written consent of the _____ Public Schools. The PROVIDER will maintain all records related to its provision of services, including but not limited to, all educational records, tests, analysis and internal financial documents related to the student for five years after services have ended and shall remit without costs, copies of any and all such records to the _____ Public Schools upon request.

The PROVIDER shall not issue any press releases or public relations announcements, concerning its services without the express written consent of the _____ Public Schools. Information regarding individual progress and achievement will be shared with appropriate school personnel and parents only.

Authorized Signatures

_____	_____
Signature of Authorized Representative for PROVIDER	Date
_____	_____
Signature of Superintendent of Schools	Date

Addendum A

Agreement Between Provider, School and Parent/Guardian

(For Use by Schools and Contracted Providers for NCLB Supplemental Educational Services)

 _____, Provider and the _____ Public Schools agree to the following terms and conditions:

Per Purchase Order No. _____ the above-named Provider will enable the student identified in SECTION A below to achieve the specific goals in SECTION B that support this student's needs and that that have been identified by documents such as the Individual Student Success Plan (ISSP).

SECTION A

Name of	
State Assigned	
Local Student ID	
Date of Birth	

SECTION B - GOALS

1 .	
2 .	
3 .	

SECTION C – MEASURING PROGRESS

The student’s progress towards achieving SECTION B goals will be determined using the following baseline data and method of measuring progress.

SECTION D – DELIVERY OF SERVICES

Student and Provider will accomplish SECTION B goals according to the following schedule that a specific number of hours of instruction and completion dates.

1 .	
2 .	
3 .	

SECTION E – REPORTING PROGRESS

The Provider will inform the student’s parents/guardians, teachers and the school/district of the student’s progress on SECTION B goals according to the following schedule.

1.	
2.	
3.	

SECTION F

Reports to parents/guardians will be in writing and in a language that, to the extent practicable, the parent/guardian can understand. Provider agrees to furnish the parent /guardian with both a verbal and

written reports if requested by the parent/guardian. Reports to parents/guardians will not be distributed through the student’s school but provided directly to parents/guardians by the provider of the supplemental services.

Method of Reporting.	
Names of Parents/guardians	
Address to be used for reporting purposes	
Parent/guardian day telephone	
Parent/guardian e-mail (if available)	

SECTION G - SERVICE TIME Instructional time will be: hours per . Total hours .

SECTION H - CERTIFICATIONS AND ASSURANCES

Provider	LEA	By initialing at left, the provider and district/school certify that -
		1. Attached is a description of the research-based program to be utilized.
		2. Attached is a description of the qualifications of staff responsible for the delivery of the instructional program to this student.
		3. Attached is a list of all current staff members who will have contact with this student who have passed Criminal Offender Record Information (CORI) checks.
		4. The school agrees to share information with the provider regarding the student’s academic achievement level. For example, sharing information included in the student’s Individual Student Success Plan (ISSP), so that this information can help determine specific goals and strategies.

		5. According to the terms of state contract 03OSERE1A, the provider guarantees, according to the terms of, that the identity of this and any other student eligible for, or receiving, supplemental educational services will not be disclosed without the written permission of the student’s parents/guardians.
		6. Attached is a description of provisions with respect to the making of payments to the provider by the LEA.
		7. Attached is a description of the process for terminating services if the provider is unable to meet the goals and timelines described herein, or if the provider fails to comply with applicable health, safety, and civil rights laws.
		8. The provider and LEA understand that the parents/guardians may withdraw their child from services if they are not satisfied with the program. At its discretion, the LEA may allow the parents/guardians to select another program.

SECTION H -LOCATION OF SERVICES AND TRANSPORTATION

(Districts are not required to pay for transportation costs associated with SES.)

Location, e.g. "Rm.105", "School IRC"		No. & street here services will be provided	
City, State	_____, MA	If supplemental services will be provided in a location other than the student’s school, indicate how the student will be transported to and from the location of instruction:	
Telephone			

SECTION I - ADDITIONAL TERMS

Documentation of Parent Contacts

Documentation such as letters sent home, phone log, etc. must be attached. You must have a minimum of three documented contacts that show parents have been invited to be involved in the student’s learning plan

***Type of Contact: P=Phone; L=Letter; PC = Parent Conference; PR = Progress Report**

Date	Name/Title Of Person Making Contact	Type*	Reason	Result	Parent/ Guardian Signature

Signatures

I certify that the above information is an accurate representation of services provided for the named student

Signature of Authorized Representative for PROVIDER

Date

Signature of Title I Coordinator, _____ Public Schools

Date

Sample Contract/Agreement #2 Between a District and a Supplemental Educational Services Provider

_____ Public Schools and Qualified Supplemental Educational Services PROVIDER

CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES

This agreement is entered into by and between _____ Public Schools (“_____”) and _____ (“the PROVIDER”), collectively, hereinafter the “parties”, regarding educational, reporting, and documentation requirements for students who attend a _____ Public School that is required to make Supplemental Educational Services available to certain of its students pursuant to Title I “No Child Left Behind”, the Elementary and Secondary Education Act of 2002 as administered by the Massachusetts Department of Elementary and Secondary Education and _____, hereinafter “Title I”.

WHEREAS, the _____ Public School students currently attend a school required under Title I of the Elementary and Secondary Education Act to provide Supplemental Educational Services;

WHEREAS, the _____ Public School students currently are eligible as documented by the _____ Public School district as low-income students in educational need of Supplemental Educational Services;

WHEREAS, _____’s Title I program pays up to and not more than the amount annually determined as the maximum per pupil amount for the year for Supplemental Educational Services;

WHEREAS, _____ remains the Local Education Agency (“LEA”) for said students, and

WHEREAS, the PROVIDER remains a Qualified Supplemental Educational Services PROVIDER approved by the Massachusetts Department of Education, and

WHEREAS, the PROVIDER is an authorized agent of the Commonwealth of Massachusetts or the _____ Public School Department for the purposes of enforcing federal and state education laws or programs within the meaning of 603 Code Mass. Regs. (CMR) 23.07 (4)(d) *et seq.*;

WHEREAS, the parties wish to enter into this agreement for educational, reporting, and documentation requirements pursuant to Title I,

NOW THEREFORE, _____ and the PROVIDER wish to set forth the terms and conditions for educational, reporting, and documentation requirements and hereby agree as follows:

1. The _____ Public Schools may, by written notice to the PROVIDER, terminate the SES Contract in whole or in part at any time because of the failure of the PROVIDER to fulfill its contractual obligations and the District may, in its sole discretion, provide PROVIDER with a reasonable period within which to cure the default. Upon receipt of such notice, the PROVIDER shall:

- a. immediately discontinue all services affected (unless the notice directs otherwise) and
 - b. deliver to the _____ Public Schools all information and material as may have been involved in the provision of services whether provided by the _____ PUBLIC SCHOOLS or generated by the PROVIDER in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract shall be as of the date of receipt by the PROVIDER of such notice.
 - c. If the termination is due to the failure of the PROVIDER to fulfill its contractual obligations, the _____ PUBLIC SCHOOLS may take over the services, and complete the services by contract or otherwise. PROVIDER shall be liable for the reasonable costs and expenses related to the transfer of _____ PUBLIC SCHOOLS students to another PROVIDER.
 - d. If, after the notice of termination for failure to fulfill contract obligations, it is determined that the PROVIDER has not so failed, the termination shall be withdrawn by _____ PUBLIC SCHOOLS and the PROVIDER will be able to continue services.
 - e. The PROVIDER will not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section, including under section (1)(d). Payment to the PROVIDER in accordance with this section shall constitute the PROVIDER'S exclusive remedy for any termination hereunder. The rights and remedies of the _____ PUBLIC SCHOOLS provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
2. The PROVIDER agrees to provide a Student Educational Plan (formerly called the SES Parent-School-PROVIDER Contract/Service Agreement) signed by a parent for each student for whom the PROVIDER will provide services and request a per pupil payment from _____. The Student Educational Plan must be submitted to the Office of Accountability (OA) prior to the start of SES services. Payment will not be issued for services rendered prior to an approved Student Educational Plan being on file with OA. Signed Student Educational Plans are due back to OA no later than Friday, December 17, 2010.
 3. The PROVIDER agrees to accept the current per pupil allocation as payment in full for the services described in the PROVIDER'S application approved by the Massachusetts Department of Education and stated in the Student Educational Plan signed by a parent and the PROVIDER will not charge parents additional fees for these services. Students that are not certified by the Office of Accountability as being assigned to the PROVIDER'S program must not be included on any invoice. Violation of this paragraph will be grounds for the immediate termination of a PROVIDER'S contract with the district.
 4. The PROVIDER agrees to provide attendance information for all students utilizing the PROVIDER'S Supplemental Educational Services and agrees to furnish this information with each invoice for services rendered. Payments will be made only for services rendered to students certified by the Office of Accountability on an hourly basis.

5. If there is a change of enrollment for a student to a non-SES school or to a school outside of the district the student will no longer be eligible for Supplemental Educational Services under the No Child Left Behind Act, and _____ PUBLIC SCHOOLS shall not be responsible for the costs of services delivered after the exact date of the _____ PUBLIC SCHOOLS student's change of enrollment.
6. The PROVIDER shall immediately report, by telephone, electronic mail and a letter to the Office of Accountability when a _____ PUBLIC SCHOOLS student is withdrawn by a parent from services.
7. The PROVIDER agrees to provide three (3) academic achievement reports (not including the student learning plan) to parents for each student enrolled in PROVIDER's tutoring program. Copies of these academic achievement reports shall also be provided to the district.
8. The Parties agree that any record of student attendance and student achievement or any record personally identifying a student shall be confidential and shall comply with all provisions of Title I and shall comply with all provisions of 603 CMR 23.00 *et seq.*, student records regulations, for the Commonwealth as well as any federal student record regulations and federal and Massachusetts student record laws. The PROVIDER agrees to secure, when and where applicable, from the parents/guardians of children receiving services, any and all requisite releases of confidential information, including without limitation, hospital records, medical records, and or student records. Additionally, the PROVIDER agrees not to use the name, likeness or appearance of any student, or any photograph, video, sound or image of any student in any manner whatsoever, for any purposes, without the prior informed written consent of the students and his or her parent/guardian.
9. The PROVIDER agrees to notify OA and parents whose children are enrolled in the PROVIDER's program in writing when and if the schedule and/or location for services is in any way likely to change or terminate. The notice must be available to OA and parents one month prior to the planned changes.
10. To the extent the PROVIDER receives confidential student record information from the _____ Public School Department and/or the Massachusetts Department of Education PROVIDER promises:
 - a. To protect any data collected such that parties other than the PROVIDER and its authorized agents cannot identify such students and their parents; and such personally identifiable data shall be destroyed when no longer necessary under this agreement.
11. The PROVIDER shall not provide any up-front incentive to parents or students to encourage enrollment in PROVIDER's services. The PROVIDER shall not use any incentives to induce parents or students to recruit other students or parents to sign up for PROVIDER's services. Acceptable marketing tools include such items as pencils, pens, magnets, etc. PROVIDER may not offer to parents and/or students incentives valued at more than \$5.00 each or \$50.00 in the aggregate per student as reward for academic achievements and/or to encourage attendance once the student has signed up for the PROVIDER's services, unless otherwise approved by Massachusetts Department of Elementary and Secondary Education as part of the PROVIDER's program plan.

12. The PROVIDER agrees not to alter or collect the district's enrollment materials for the SES program. Violation of this paragraph will be grounds for the immediate termination of the PROVIDER's contract.
13. In the case of school-year programs, the PROVIDER agrees that services will begin no later than November 1, 2010 or any updated timeframe provided in writing by OA. The PROVIDER agrees that 90% of services will be provided to students by May 13, 2011.
14. If the PROVIDER'S service provider/staff is absent for a tutoring session, the PROVIDER shall provide a qualified substitute. _____ PUBLIC SCHOOLS shall not pay for services unless a qualified substitute is provided and/or the PROVIDER provides documentation evidencing the provision of "make-up" services by a qualified service provider. _____ PUBLIC SCHOOLS shall not be responsible for the payment of services when a student is absent.
15. _____ PUBLIC SCHOOLS may withhold payment to the PROVIDER when: (a) the PROVIDER has failed to perform, in whole or in part, under the terms of this Contract and/or Student Educational Plan; (b) PROVIDER was overpaid by _____ PUBLIC SCHOOLS as determined by inspection, review, and/or audit of PROVIDER'S program, work, and/or records; or (c) _____ PUBLIC SCHOOLS has not received, as per OA's policies and procedures, all documents concerning one or more _____ PUBLIC SCHOOLS students enrolled in PROVIDER'S educational program. If the basis for the withholding is subsections (a) and/or (b), _____ PUBLIC SCHOOLS may only withhold the value of the service PROVIDER failed to perform or the amount of any overpayment.

If _____ PUBLIC SCHOOLS determines that cause exists to withhold payment to PROVIDER, _____ PUBLIC SCHOOLS shall, within ten (10) days of this determination, provide to PROVIDER written notice that _____ PUBLIC SCHOOLS is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis or bases for _____ PUBLIC SCHOOLS' withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, PROVIDER shall take all necessary and appropriate action to correct the deficiencies that form the basis for _____ PUBLIC SCHOOLS' withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of PROVIDER'S written request showing good cause, _____ PUBLIC SCHOOLS shall extend PROVIDER'S time to correct deficiencies (usually an additional thirty (30) days otherwise payment will be denied.

If a subsequent request for payment has been denied and the PROVIDER believes that payment should not be withheld, the PROVIDER shall send written notice to _____ PUBLIC SCHOOLS specifying the reason it believes payment should not be withheld. _____ PUBLIC SCHOOLS shall respond to the PROVIDER'S notice within thirty (30) days by indicating that a warrant for the amount of payment will be made or stating the reason _____ PUBLIC SCHOOLS believes payment should not be made.

16. The PROVIDER agrees that neither they nor their representatives will enter any school campus, attend any _____ Public Schools' sponsored activity or contact school employees for SES purposes at any time except through the invitation of a school administrator, or as otherwise approved in writing by the Office of Accountability. Any violation of this paragraph will result in the PROVIDER not being eligible for on-campus

programming in the following school year and may result in the termination of the PROVIDER's contract with the district.

17. The PROVIDER agrees to participate in the district SES program evaluation and will provide all data within no more than two weeks of the dated request from the Office of Accountability.
18. The PROVIDER shall allow access by _____ PUBLIC SCHOOLS to its facilities (including on-line and in-home sessions) for periodic monitoring of each _____ PUBLIC SCHOOLS student's instructional program and shall be invited to participate in the review of each student's progress. _____ PUBLIC SCHOOLS shall have access to observe each _____ PUBLIC SCHOOLS student at work (including on-line and in-home sessions), observe the instructional setting, interview PROVIDER, and review each _____ PUBLIC SCHOOLS student's records and progress. Such access shall include unannounced monitoring visits (including on-line and in-home sessions). When making site visits, _____ PUBLIC SCHOOLS shall initially report to PROVIDER'S site administrative office, if applicable.

The PROVIDER shall participate in annual and other review processes as deemed appropriate by _____ PUBLIC SCHOOLS, including without limitation, self reviews. This review will address, among other things, programmatic concerns, compliance with relevant state and federal regulations, assessments of _____ PUBLIC SCHOOLS students, SES student academic achievements and compliance with the district contract.

The PROVIDER understands that _____ PUBLIC SCHOOLS reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

19. The PROVIDER understands that students should not receive tutorial services in the adult section of public libraries. The Provider must notify parents and the Office of Accountability of any changes in tutoring locations. All tutoring locations are to meet applicable state and city safety requirements.
20. The PROVIDER shall ensure that tutoring services are not delivered by staff that has not had a CORI background check.
21. The PROVIDER shall provide copies of the resumes of all tutors to the Office of Accountability upon request. All resumes should be similar to those submitted to the Department of Elementary and Secondary Education by the SES Provider.
22. The PROVIDER shall be paid for no more than one hour of pre-testing time and one hour post testing time for students enrolled in the PROVIDER's program. It is the Provider's responsibility to ascertain that its agency has billed the district for these two hours in a timely manner. No compensation is available to providers who bill the district for services rendered after June 011.
23. The PROVIDER shall not provide "In-House" tutorial services without the presence of a parent or guardian.

24. The PROVIDER shall specify its hours for tutorial services. Tutoring services shall not commence at any time after 8pm. Students should not receive more than 2 hours of daily instruction during the school week. Instruction should not take place for more than 3 days a week unless approved by the Office of Accountability.
25. The PROVIDER shall have educational plans that meet individual student needs. The educational plans are to be developed in consultation with district representatives and parents.
26. The PROVIDER shall provide to the Office of Accountability a copy of the curricula, methods of instruction and assessments the PROVIDER will use with students upon request. The PROVIDER shall also provide OA documentation relative to the frequency and methods of disseminating progress reports upon request. The PROVIDER's curriculum should be challenging, appropriate to the individual needs of the student and aligned to the Massachusetts Curriculum Frameworks.
27. The PROVIDER shall ensure that students tutored in a group setting are no more than two grades apart. The PROVIDER shall ensure that students are otherwise properly grouped by age and grade.
28. The PROVIDER shall make available to the Office of Accountability copies of its Liability Insurance documentation and copies of an agency Code of Conduct upon request.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)

The following certification is applicable only to contracts for \$25,000 or more that are funded in whole or in 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 governmental 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.

The Parties acknowledge that they are represented by counsel. The Parties acknowledge that they are entering into this agreement freely and voluntarily and are not relying on any terms, conditions or promises, which are not expressly set forth within the terms of this agreement.

This agreement is intended to take effect as a sealed instrument upon execution by the parties.

IN WITNESS THEREOF the Parties hereby sign and seal two (2) copies of this Agreement.

Date: _____ For the PROVIDER: _____

Printed name:

Title:

PROVIDER's Legal Name:

A duly authorized representative

Date: _____ _____

Printed name

_____ Public Schools

This agreement will be incorporated by reference into a standard contract with the City of _____, and will not take effect unless and until that contract is duly executed.

Sample Contract/Agreement #3 Between a District and a Supplemental Educational Service Provider

Agreement Between Provider and School

Supplemental Educational Services for the federal No Child Left Behind Act

_____ (Provider)

AND

_____ Public Schools

agree to the following terms and conditions to achieve these SPECIFIC goals that support the students' needs that have been identified by assessments completed by the Provider.

(See attached list of students to be serviced by Provider)

Educational Program

Student will attend the program administered by the personnel of *Provider* according to the following terms:

1. Comprehensive standardized norm referenced pre and post-tests will be administered by the personnel of Provider prior to the start of Supplemental Educational Services.
2. Provider will use information obtained from the administered pre-test to develop at least three specific educational goals for the student, and an individualized learning plan. These goals along with all pre-test information, and an individualized learning plan, will be submitted to the _____ Public Schools within 15 business days after Supplemental Educational Services have started.
3. Upon completion of Supplemental Educational Services, comprehensive standardized norm referenced post-tests will be administered by the personnel of *Provider* to help determine if student's learning gaps have been filled. All post-test information will be submitted to the _____ Public Schools no later than June 1, 2011 prior to processing of final invoice for payment. A final completed individualized learning plan will also be submitted with final invoices for payment. Final invoices will not be processed without updated individualized learning plan.

Program Details

The Provider will accomplish the above goals according to the following schedule:

Amount of instructional time: ___ hours per week, ___ times per week

Total hours to be provided: ___ hours

Total number of sessions: ___ sessions

Program time: _____

Program start date: _____

Program end date: _____

Program Format _____

(i.e. group or individual):

Number of Students per group: _____

Student-teacher ratio: _____

Rate per hour: _____

If student is to be serviced in a group setting, the grade span of students in the group will not exceed two grade levels.

The Provider agrees to provide a description of the program to the _____ Public Schools to be used with the student including name of pre and post standardized norm-referenced tests, qualifications of staff responsible for the delivery of the instructional program to the student, research base explaining effectiveness of the instructional program, detailed description of materials to be used, detailed description of instructional design and curriculum for the program. The Provider shall also provide the _____ Public Schools documentation of the professional development provided to the tutors.

All Supplemental Educational Services will begin _____. The _____ Public Schools has the right to discontinue the contract for any child if the first session has not been scheduled and implemented by _____.

Any tutoring session will not exceed 2 hours in length. Services offered after school hours must be completed by 7:30 p.m., services offered on weekends should be between the hours of 8:30 a.m. and 5:00 p.m.

As per agreement with the Massachusetts Department of Elementary and Secondary Education, the _____ Public Schools will not be charged for time incurred by the Provider in the administration of pre and post assessments. In addition, as required by the MA DESE students will be offered a minimum of 22 hours of individual tutoring and 25 hours of group tutoring. The cost for services will not exceed the MPS allotment for SES services.

Location/Transportation

_____ Public Schools will not pay for transportation costs associated with Supplemental Educational Services. Parents have agreed to provide their own transportation. The Provider takes all responsibility for determining a location and making all arrangements with parents. Students should not receive services in the adult section of the public library. Providers cannot change location without first notifying parents and the District Administrators. The Provider will not provide in-home tutorial services without the presence of a parent or guardian. The Provider will not invite other students to receive in-home instruction in the same location unless the students are siblings.

Program location will be:

Reporting

The Provider will inform the parent of student’s progress after the completion of the program and on a monthly basis. All reports to parents/guardians will be in writing in English and in the parent’s native language. Reports will be based upon the educational goals and skills for which Supplemental Educational Services are based and as described in students’ individualized learning plan. Reports to parents/guardians will be provided directly to parent/guardians by the provider and do not necessitate distribution through the school. Copies of any and all such notices to parents including translations where another language is spoken at home shall also be mailed to the _____ Public Schools Title I Office. Invoices will not be processed without the required parent progress reports.

The Provider also will provide the _____ Public Schools with a copy of its parental involvement plan. Parents and the _____ Public Schools will be provided copies of the health policy, safety policy, civil rights laws, student attendance plan, emergency procedures, discipline policy and code of conduct.

Right to Audit/Monitor Provider

Auditing. Provider shall provide access to and the _____ Public Schools shall have the right to examine and audit, upon district's request, all of the records, reports documents, and other evidence that relate to this Contract. Provider shall maintain such fiscal records for five (5) years.

Monitoring. Provider shall notify the _____ Public Schools of the location and/or any change in the location at which it is providing services to the district's eligible students. It shall allow the _____ Public Schools access to its facilities for monitoring of each student's instructional program. Such access shall include unannounced monitoring visits. District representatives shall have access to observe each student at work, observe the instructional setting, interview the provider, and review each student's progress and all student records maintained on site, including the behavior intervention plan, if any.

Tutor Qualifications. The Provider agrees to submit information to include resumes of each tutor assigned to work with students in the _____ Public Schools. Tutor qualification must include a minimum of a Bachelor's degree and have worked within the field of education. Qualifications should be the same as those submitted to the Massachusetts Department of Elementary and Secondary Education. The Provider shall also provide the _____ Public Schools documentation of the professional development provided to the tutors.

Rate of Payment

Billing amount. Provider's hourly rate for services rendered shall be _____ for a total amount for services rendered during the term of this Contract not to exceed _____.

The student-teacher ratio for this hourly rate will be a maximum of _____. Maximum number of hours of services rendered shall be ____ and shall begin _____ and be completed no later than _____.

Billing/Payment Procedures

Procedures. Provider shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the _____ Public Schools.

Attendance records. Provider shall maintain daily records of student services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the amount of time of each service. Provider shall provide a copy of such records to the _____ Public Schools with each invoice requesting payment. Payments for services will only be processed if the _____ Public Schools Title I Office has also received monthly parent progress reports along with the required attendance records. Attendance forms must follow the required format provided by the _____ Public Schools.

The _____ Public Schools shall not be responsible for payment for services not actually provided where parent and/or the _____ Public Schools has cancelled the provision of such services at least 24 hours prior to any such scheduled services. Provider must notify the parent after any missed sessions. _____ Public Schools will not pay for any subsequent scheduled services without proof that contact with the parent has been established by the Provider.

Monthly invoices. Provider shall submit to the _____ Public Schools monthly invoices itemized by name/address of student, service provided, actual number of hours for which services were provided, and amount owed. Provider shall submit invoices and related documents to the _____ Public Schools for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by the _____ Public Schools. Invoices shall be submitted no later than 15 business days after the end of the attendance accounting period in which the services were rendered, or termination of applied contract, whichever comes first. Payment shall be within 30 business days after the _____ Public School's receipt of invoices prepared and submitted as specified by the _____ Public Schools. Invoices must follow the requested format provided by the _____ Public Schools.

Provider shall correct deficiencies and submit rebilling invoices no later than 10 business days after the invoice is returned by the _____ Public Schools. The _____ Public Schools shall pay properly submitted re-billing invoices no later than 30 business days after the date a completely corrected re-billing invoice is received by the _____ Public Schools.

All deadlines outlined in this contract will be strictly adhered to.

Termination

The parties hereto agree that this Agreement may be terminated, at any time, by either the parent and/or the _____ Public Schools in the event that the Provider is unable to meet the goals and/or timetables set forth herein or for any other reason. The parent may at any time withdraw their child from services if they are not satisfied with the program.

Criminal Offender Record Information (CORI) Background Checks

The Provider is required to certify in writing to the school district that CORI checks have been completed prior to a staff member working with students. The provider will also be required to certify in writing to the School District that Sexual Offender Registry checks have been completed prior to a staff member working with students. In addition, the provider will make available to the _____ Public Schools a list of the Provider's staff members who are approved to work with students under the contract. The Provider will update that list as necessary during the contract term. The Provider is required to maintain files of annually updated CORI checks for staff members.

The Provider hereby acknowledges that it shall be solely responsible for carefully screening any and all employees engaged in the provision of such Supplemental Educational Services. Such responsibility shall

include, but be not limited to the responsibility to obtain and review the criminal offender record information (CORI) of each and every employee engaged in the provision of supplemental educational services.

Services are not to be provided by tutors who have not met the CORI requirements.

Indemnification

The Provider shall hereby indemnify, defend and hold _____ Public Schools, its governing board, officers and employees harmless from and against any and all loss, costs, expense or damage, including attorney's fees with respect to any claim, liability, demand, controversy, action at law, equity, or administrative proceeding arising out of or in connection with this Contract or arising for any and all acts, omissions of the Provider, its agents, employees, licensees or invitees.

Governing Law

This Contract in performance hereunder and all suits and special circumstances hereunder shall be construed in accordance with the laws in the State of Massachusetts.

Insurance

Provider shall, at Provider's own expense, keep in full force and effect comprehensive, commercial, general public liability insurance (including premise's operation, bodily injury, personal injury, death, independent contractors, products and completed operations, broad form contractual liability and broad form property damage coverage) in a combined single amount of 2,000,000 (Two Million) per occurrence naming the _____ School Committee as an additional insured against all claims, demands or actions with respect to damage, injury or death made by or on behalf of any person or entity, arising from or relating to the conduct and operation of Provider's business in, on or about the aforesaid premises or arising from or relating to act or omission of Provider or any persons under Provider's control.

Provider agrees to provide the _____ Public School Committee with a Certificate of Insurance detailing liability insurance coverage prior to servicing students.

Confidentiality

The Provider agrees to comply with the confidentiality and non-disclosure provisions of all applicable federal, state and local laws, including those relating to student identity, records, reports, data, scores and other sensitive information. The Provider is prohibited from disclosing to the public the identity of any student eligible for, or receiving, Supplemental Educational Services without the written permission of the parents of such student.

Prohibition of Incentives

The Provider is prohibited from offering a student or parent any form of incentive for signing-up with a provider and/or the completion of a certain number of hours of the program itself.

No student shall be denied services on account of being identified as a student on an Individual Education Plan (IEP) under the Individuals Disability and Education Act (IDEA).

Taxes

Provider agrees to pay all applicable payroll taxes and deductions by local, state and federal laws as a result of this Contract as well as all Workers Compensation, Unemployment Compensation, applicable Social Security and Medicare charges.

Assignments

This Contract is for Supplemental Educational Services and Provider may not assign or delegate any rights or duties under the Contract without the written permission of the _____ School Department and shall be governed under the laws of the State of Massachusetts.

Entire Agreement

This instrument contains the entire agreement between the parties. No amendment to this instrument shall be valid unless it is in writing and signed by the parties.

Confidentiality Agreement

Provider is prohibited from disclosing to the public, the identity of any students eligible to participate in, or who are receiving supplement education service without the written permission of the student’s parents or legal guardians. In addition Provider will not use the identity of any student eligible for or receiving these services for any publication, research study, analysis, marketing or other documentation with the expressed written consent of the _____ School Department. Provider will maintain all records related to its provision of services, including but not limited to, all educational records, tests, analysis and internal financial documents related to the student for five years after services have ended and shall remit without costs, copies of any and all such records to the School Department upon request.

Provider shall not issue any press releases, public relations announcements, concerning its services without the express written consent of the School Department. Information regarding individual progress and achievement will be shared with appropriate school personnel and parents only.

Signatures

This agreement is for Supplemental Educational Services under the terms and conditions set forth under The Commonwealth of Massachusetts, Department of Education, Statewide Contract #030SERE1, under which the above-named provider is a currently listed contractor.

Signature of Provider Representative

Date

Signature of Superintendent of Schools

Date

Signature of Business Manager

Date

Signature of Title I Director

Date

Sample English Language Arts/Reading and Mathematics Individualized Student Learning Plan

Once parents select a provider for their child, districts enter into an agreement with the provider that include specific achievement goals for the student developed in consultation with the student's parents, a description of how the student's progress will be measured and how the student's parents and teachers will be regularly informed of that progress, and a timetable for improving the student's achievement. These sample educational plans, adapted (with permission) by the Massachusetts Department of Elementary and Secondary Education from materials originally developed by the North Carolina Department of Public Instruction, may be customized by districts as needed in service of these requirements.

Supplemental Educational Services

Personalized Education / Focused Intervention Plan

DESCRIPTIVE INFORMATION

(Completed by the School)

Student Name:	Student Birth Date	Teacher Name	School
Student ID #	Parent / Guardian Name	Home Telephone	Work Telephone

Student Race	Student Gender	Student Language	Language other than English
<input type="checkbox"/> African American/Black <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> White Other	<input type="checkbox"/> Female <input type="checkbox"/> Male	<input type="checkbox"/> English Speaking <input type="checkbox"/> Non English Speaking	
Student Address			
<input type="checkbox"/> Special Education	<input type="checkbox"/> Limited English Proficient	<input type="checkbox"/> 504	<input type="checkbox"/> Prior Grade Retainee
Individualized Educational Plan Goals (If Applicable)			
English Language Arts/Reading (ELA)			
Mathematics			

INSTRUCTIONAL MODIFICATIONS

(Completed by the School)

Modifications	Comments (Indicate Content Area as Needed)
<input type="checkbox"/> visual examples	

<input type="checkbox"/>	modify length of assignment	
<input type="checkbox"/>	divide task into parts	
<input type="checkbox"/>	concrete instruction (hands on)	
<input type="checkbox"/>	mark in book	
<input type="checkbox"/>	extended time	
<input type="checkbox"/>	oral tests	
<input type="checkbox"/>	use of a dual language dictionary	
<input type="checkbox"/>	ESL class	
<input type="checkbox"/>	Other	

END-OF-GRADE DIAGNOSTIC ASSESSMENT RESULTS

(Completed by the School)

Test	Level	Scaled Score	Comments
Grade __ EOG ELA (Pretest)			
Grade __ EOG ELA			
Grade __ EOG ELA			
Grade __ EOG Math (Pretest)			

Grade __ EOG Math			
Grade __ EOG Math			

RESULTS OF PROVIDER DIAGNOSTIC ASSESSMENTS

(Completed by the Provider)

Assessment	Pre Test		Post Test		Comments
	Score	Date	Score	Date	

PROVIDER INSTRUCTIONAL MATERIALS

(Completed by the Provider)

Provider Instructional Material or Program	Content Area		Comments
	ELA	Math	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

GOALS AND OBJECTIVES

(Completed by the Provider)

Prior to beginning tutoring and prior to sending out progress reports, review the evidence of student performance to determine which objectives the student has met. To meet an objective, the student must demonstrate the skill easily and independently over time and in different contexts.

1. Use the following guide to record the objectives the student has or has not met:
2. Use + to indicate objectives the student has met consistently without support or assistance
3. Use - to indicate objectives which the student has met inconsistently, only with support, or has not met at all
4. Leave blank those objectives that have not been introduced instructionally

In designing the learning plan select at least three (3) objectives that the student has not mastered. Select goals that can significantly contribute to a student’s success in reading and/or math. All formative and summative assessments should be aligned to the Massachusetts Curriculum Frameworks and the district’s goals and objectives.

<i>Reading /English Language Arts</i>				
				<i>Dates Assessed</i>
<i>Student Progress toward Objective</i>				<i>ELA Learning Standards (Grade __)</i>

<i>Mathematics</i>				
				<i>Dates Assessed</i>
<i>Student Progress toward Objective</i>			<i>Math Learning Standards (Grade __)</i>	

SESSION INFORMATION

(Completed by the Provider)

Total Number of Sessions to Be Provided	Beginning Date	Ending Date
Location of Services	Session Length in Minutes	Days of the Week Sessions will Occur

COMMUNICATION BETWEEN PROVIDER AND PARENT

(Completed by the Provider)

Indicate how and when provider will communicate information about student’s academic progress to parents. Methods should include letters sent home, phone calls and flyers. Providers may be required to submit

