



## Attachment C

Request for Response Number 03OSERE1A

(List of Approved Supplemental Educational Service Providers)

Sample Materials

### **Massachusetts Department of Elementary and Secondary Education**

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## Sample English language arts/Reading and Mathematics Individual Learning Plan (Grade 5)

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 3 EOG ELA (Pretest)			
Grade 3 EOG ELA			
Grade 4 EOG ELA			
Grade 3 EOG Math (Pretest)			
Grade 3 EOG Math			
Grade 4 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.

English Language Arts (ELA)				
				Dates Assessed
Student Progress toward Objective				ELA Learning Standards (Grade 5)
				9.4: Relate a literary work to information about its setting. <i>For example, students read <i>The Remarkable Journey of Prince Jen</i>, by Lloyd Alexander. In order to understand its historical background, they read information about the Tang dynasty of China and excerpts from the <i>Analects of Confucius</i> and relate what they learn to events and characters in the book.</i>
				10.3: Identify and analyze the characteristics of various genres (poetry, fiction, nonfiction, short story, dramatic literature) as forms with distinct characteristics and purposes. <i>For example, students read a variety of materials and write a short anthology of works, including several genres of literature, on an event or person in American history, or on an animal they have studied.</i>

Mathematics				
				Dates Assessed
Student Progress toward Objective				Math Learning Standards (Grade 5)
				5.P.1: Analyze and determine the rules for extending symbolic, arithmetic, and geometric patterns and progressions <i>For example, ABBCCC; 1, 5, 9, 13...; 3, 9, 27...</i>
				5.P.2: Replace variables with given values and evaluate/simplify <i>For example, <math>2(Y) + 3</math> when <math>Y = 4</math>.</i>
				5.P.3: Use the properties of equality to solve problems with whole numbers <i>For example, if <math>Y + 7 = 13</math>, then <math>Y = 13 - 7</math>, therefore <math>Y = 6</math>; if <math>3 \times Y = 15</math>, then <math>Y = 15 \div 3</math>, therefore <math>Y = 5</math>.</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 evidence of this communication. Providers must have a minimum of three documented contacts that shows parents have been invited to be involved in the student’s learning plan.

Date	Type of Contact	Reason for Contact	Outcome / Follow-Up	Parent/Guardian Signature

**SIGNATURES**

**I have reviewed the Learning Plan Agreement. I agree to the statement of goals and timeline stated in this agreement. I have been given the opportunity to participate in the development of this plan.**

Signatures indicate agreement with the Learning Plan

X	X
Provider Signature and Company Name      Date	Parent Signature      Date
X	X
Teacher Signature      Date	Principal Signature      Date
X	X
Other Signature and Title      Date	Other Signature and Title      Date

## Sample Parent 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 math, 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 (enclosed with this letter) 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, a 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 receive a letter from **[school district]** by **[date]** telling you when the free tutoring will start. Finally, if you do not wish to sign up for these services, you may also choose to transfer your child to another school in the district. The enclosed School Choice letter gives more information about school choice in our district.

Thank you.

**[District official]**

Enclosures: List of Approved Supplemental Educational Service Providers  
Provider Selection Form  
NCLB School Choice Notification Letter  
District Report Card

## **Sample Agreement #1 between a District and a Supplemental Educational Service Provider**

Example of an agreement between a district and a supplemental educational service provider, provided by the Boston Public Schools (with permission)

### **Boston Public Schools and Qualified Supplemental Educational Services Provider**

#### **AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES**

This agreement is entered into by and between Boston Public Schools (“Boston”) and (“the Provider”), collectively, hereinafter the “parties”, regarding educational, reporting, and documentation requirements for students who attend a Boston 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 Boston, hereinafter “Title I”.

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

WHEREAS, Boston’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, Boston 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 Elementary and Secondary Education, and

WHEREAS, the Provider is an authorized agent of the Commonwealth of Massachusetts or the Boston 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, Boston and the Provider wish to set forth the terms and conditions for educational, reporting, and documentation requirements and hereby agree as follows:

- 1) The Provider agrees to provide a Service Agreement signed by a parent for each student for whom the Provider will provide services and request a per pupil payment from Boston.
- 2) The Provider agrees to accept this per pupil allocation as payment in full for the services described in the Provider’s application approved by the Massachusetts Department of Elementary and Secondary Education and stated in the Service Agreement signed by a parent and the Provider will not charge parents additional fees for these services. The Provider agrees that students not certified by the Office of Federal and State Programs as being assigned to the Provider’s program will not be included on any invoice. The Provider agrees that violation of this paragraph will be grounds for the immediate termination of their contract with the district.

- 3) The Provider agrees to provide attendance information to Boston relating to all Boston students utilizing the Provider's Supplemental Educational Services and agrees to furnish this information with each invoice for services, and further agrees that payments will be earned only for students regularly utilizing services available from the provider during the invoice period. Regularly utilizing will be defined as attending at least 75 % of the Provider's sessions during the invoice period. Boston will pay 100% of the per pupil allocation per enrolled student when the percentage of total attendance is 75% or above, and if attendance is below 75% will pay only percentage due for the days actually attended. For example, if a student attends only 50% of the scheduled sessions during the invoice period, the payment for that will be 50% of the per pupil amount for that period.
- 4) The Provider agrees to provide a copy of the academic achievement reports to the parents for each student for whom payments for services is requested. Academic achievement reports will be provided with the invoice next following the reporting dates approved by the Massachusetts Department of Elementary and Secondary Education for the Provider and stated in the Service Agreement signed by a parent.
- 5) The Parties agree that any records of student attendance and students 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 manner whatsoever, for any purposes, without the prior informed written consent of the students and his or her parent/guardian.
- 6) In advance of changes in location or schedule, the Provider agrees to notify in writing Boston and all parents whose children are enrolled in the Provider's program when and if the schedule and/or location for services is in any way to change or terminate.
- 7) To the extent the Provider receives confidential student record information from the Boston Public School Department and/or the Massachusetts Department of Elementary and Secondary Education Provider promises:
  - a. To protect any data collected such that parties other than Provider and its authorized agents cannot identify such students and their parents; and
  - b. Such personally identifiable data shall be destroyed when no longer necessary under this agreement.
- 8) The Provider shall not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Acceptable are such items as pencils, pens, magnets, etc. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, 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 achievement and/or attendance incentives once the student has signed up for

Providers' services, unless otherwise approved by Massachusetts Department of Elementary and Secondary Education as part of the Provider's program plan.

- 9) The Provider agrees that all program registration and enrollment materials will be solely handled by the Office of Federal & State Programs and the principals and site coordinators of schools on whose behalf the district is required to offer Supplemental Educational Services. Provider agrees not to duplicate, replicate, distribute, alter, or collect the district enrollment materials for the SES program. Violation of this paragraph will be grounds for the immediate termination of the Provider's contract.
- 10) In the case of school-year programs, the Provider agrees that services will begin no later than two weeks after receipt of the Student Assignment List from the Office of Federal and State Programs. In the case of summer programs, the Provider agrees that services will begin no later than two weeks after the last day of school and will end no later than August 20, 2007.
- 11) The Provider agrees that neither they nor their representatives will enter any school campus, attend any Boston Public Schools' sponsored activity, or contact school employees for SES purposes at any time except during the approved provider fair, by invitation of a school administrator, or otherwise approved in writing by the Office of Federal & State Programs. 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 their contract.
- 12) 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 to the Office of Federal & State Programs. In addition, the Provider agrees to build in a four-day period prior to the start and end of their program during which a BPS staff person or consultant will administer the district-selected pre and post-test to every Boston Public School student participating in the Provider's SES program. In addition, the Provider agrees to work collaboratively with the district staff assigned to coordinating and implementing the district SES testing plan.
- 13) The Provider agrees that violation of any terms of this document or any other written district policy may result in the immediate suspension of the Provider's SES contract and debarment as a contracting SES Provider with Boston Public Schools and any other district in the United States with a Debarment and Suspension clause within their SES contract.

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: \_\_\_\_\_

For Boston \_\_\_\_\_

Printed name

Boston Public Schools

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

## Sample Agreement #2 between a District and a Supplemental Educational Service Provider

Example of an agreement 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*

*The SPECIFIED PROVIDER*

AND

\_\_\_\_\_ **Public Schools**

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

Student's Name: \_\_\_\_\_ DOB: \_\_\_\_\_

#### **Educational Program**

Student will attend the program administered by the personnel of The SPECIFIED 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 SPECIFIED 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.

#### **Program Details**

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

Amount of instructional time:        XX hours per week on XX DAYS  
Total hours to be provided:        XX hours  
Total number of sessions:        XX sessions  
Program time:                        XX time – XX time  
Program start date:                10 business days after completion of contract  
Program end date:                    June 1, 2007  
Program Format (i.e. group or individual): XXXX

Number of Students per group: XXXX  
Student-teacher ratio: XXXX  
Rate per hour: \$XXXX

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.

**Location/Transportation**

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

Program location will be at:

*Specified Location*

**XX Street**

**CITY, MA ZIP**

**PHONE NUMBER**

**fax: NUMBER**

**Email: ADDRESS**

**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 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.

**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.*** Provider's hourly rate for services rendered shall be (insert hourly rate) for a total amount for services rendered during the term of this Contract not to exceed \$1,438.83. The student-teacher ratio for this hourly rate will be (insert ratio). Minimum number of hours of services rendered shall be (insert#) and shall begin on 10 business days after completion of this Contract and be completed no later than June 1, 2007.

**Billing/Payment Procedures**

***Procedures.*** Provider shall comply with all procedures concerning enrollment, contacting, 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.

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 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.

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.

**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.

**Indemnification**

The Provider shall hereby indemnify, defend and hold \_\_\_\_\_ Public School, 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 [Name], 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**

[Name] shall, at [Name’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 [Name] business in, on or about the aforesaid premises or arising from or relating to act or omission of [Name] or any persons under [Name’s] control.

[Name] 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 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**

[Name] 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 [Name] 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**

The [Name] 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 [Name] 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. The [Name] 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.

The [Name] 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 #03OSERE1, under which the above-named provider is a currently listed contractor.**

\_\_\_\_\_  
**Signature of *The SPECIFIED PROVIDER REP.***

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of *Specified District Rep.***

\_\_\_\_\_  
**Date**

## **Sample Supplemental Educational Service Enrollment Procedures and Policies**

Example of certain policies and procedures governing the relationship between a district and a supplemental educational service provider, provided by the Boston Public Schools (with permission)

### **Office of Federal & State Programs Boston Public Schools SES Enrollment Procedures & Policies School Year 2006 – 2007**

**Please be advised that failure to comply with the procedures and policies outlined in this document may result in immediate termination of your SES Provider Contract per the new contract addendum required by Boston Public Schools for all SES Providers.**

#### **Policies:**

1. All official communications regarding SES will come from the Office of Federal & State Programs with the exception of building usage negotiations, which will be handled by principals and headmasters. Providers enrolling students that have not been assigned to the by the Office of Federal & State Programs will not be paid for services rendered to these students. Providers will not be able to offer joint or split programs with schools as such programs will not be honored by the district. Providers found engaging in such an activity will be prohibited from providing services in the school in question. Parents choosing this provider will be enrolled in their next choice program.
2. All providers will be required to have an authorized representative sign the BPS contract with the new SES addendum. If a contract is already in place, the provider will only be required to have an authorized representative sign the new addendum.
3. Boston Public Schools will engage in a more comprehensive parental outreach process by:
  - a. Engaging community centers, libraries, family resource centers, health centers, churches, and YMCAs in the distribution of SES flyers.
  - b. Hosting a provider fair on September 20, 2006, 6 – 8 p.m. at Madison Park Vocational Tech School
  - c. Using the BPS Connect Ed system to make phone calls to all parents in a SES school, announcing the availability of services. This call is scheduled for the week of October 2, 2006.
  - d. Solicit the support of local newspapers in printing an announcement about the availability of SES services.
  - e. Participating in SES parent information sessions hosted by the Home For Little Wanderers.
  - f. Advertise the availability of SES Services weekly on the BPS cablevision show until enrollment ends on January 5, 2007.
4. SES enrollment packages will be distributed to parents through schools only. Parents must return the pre-paid postage enrollment form to the Office of Federal & State Programs via mail only. Providers or their representatives can not duplicate, distribute, alter, or collect SES enrollment forms at any time for any reason.
5. Providers and their representatives are prohibited from entering any school campus, Boston Public Schools' sponsored event or activity, and from contacting school employees (outside of the principal/headmaster) except during the district sponsored SES provider fair, by invitation of the school principal/headmaster, or otherwise written approval from the Office of Federal & State Programs. Any violation of this policy may result in the provider being excluded from operating a school-based SES program in the following school year, as well as having their contract terminated.
6. Providers seeking to provide school-based programming must contact the school principal/headmaster for approval. Principals and headmasters are not required to house a non-BPS program in their building. Non-

Profit programs will be exempt from all custodial, rental, and utility fees generally charged to non-BPS programs housed in school buildings. The BPS is working with a consultant to redesign the building assignment model per the request of US DOE.

7. SES providers and their representatives shall not provide any up-front incentive to parents or students eligible for SES services valued over \$2.00 per student for the purposes of enrolling the student or for engaging the student in soliciting other students to enroll in the provider's program.
8. All students enrolled in SES will receive a pre- and post-test administered by one or more of the Office of Federal & State Program SES Assessment Specialists. All providers will support this initiative by making students available for testing at the program site.
9. Boston Public Schools will provide providers with an Individual Student Success Plan for each student enrolled in their program.
10. All providers must use the Office of Federal & State Programs invoicing workbook, which will include attendance data. Attendance forms must still be completed and submitted in hard copy with a copy of the original invoice to Kristine Matthews.

**Enrollment Procedures and Timeline:**

September 7, 2006	SES Provider Meeting at Court Street
September 20, 2006	<ul style="list-style-type: none"> <li>• BPS SES Principal Meeting</li> <li>• Principal Provider Fair</li> <li>• Parent Provider Fair</li> </ul>
September 25 - 29, 2006	SES Enrollment Packages are delivered to schools.
October 2 - 6, 2006	<ul style="list-style-type: none"> <li>• AYP Status letter and SES Enrollment packets sent home via back pack.</li> <li>• SES Contracts and/or Contract Addendums will be sent to the Provider's authorized representative</li> </ul>
October 2 - January 5, 2006	<ul style="list-style-type: none"> <li>• Parents complete SES enrollment forms and return to the Office of Federal &amp; State Programs.</li> <li>• Office of Federal &amp; State Programs processes enrollment on a first-come, first-served basis.</li> </ul>
November 27, 2006	<p>Providers will meet with Office of Federal &amp; State Programs staff to</p> <ul style="list-style-type: none"> <li>• Obtain the first list of students enrolled in SES. This list will only include applications submitted by November 13, 2006. In addition, the district will provide an ISSP for each student.</li> <li>• Submit any contractual paperwork that is still outstanding.</li> </ul>
November 27 - December 8, 2006	<ul style="list-style-type: none"> <li>• All providers must begin SES for the first round of students (except for summer-only programs). During this period providers must get their Individualized Service Agreements signed and submitted to Boston Public Schools.</li> <li>• Site based pre-testing is conducted by BPS SES Assessment Specialist.</li> </ul>
January 16, 2007	Office of Federal & State Programs releases second list of students enrolled in SES for applications submitted after November 13, 2006.
January 16 - 30, 2007	<ul style="list-style-type: none"> <li>• All SES providers must begin services for the second round of students (except summer-only programs). During this period providers must get their Individualized Service Agreements signed and submitted to Boston Public Schools.</li> <li>• Site based pre-testing is conducted by BPS SES Assessment Specialists.</li> </ul>
April/May 2007	Site based post-testing is conducted by BPS SES Assessment Specialists for all programs except summer-only programs.
July 9, 2007	Summer-only SES programs must begin
August 20, 2007	Summer-only SES programs End