AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date	Open Agenda	Special Order Request	Agenda Item Number
10-16-2012	X Yes ___ No	___ Yes X No	FF- 4

TITLE:
Supplemental Educational Services (SES) Agreements – Second Round, Part 4

REQUESTED ACTION:
Approve the agreements for SES providers as required by Section 1008.331, Florida Statutes .

SUMMARY EXPLANATION AND BACKGROUND:
Section 1008.331 Florida Statutes requires Supplemental Educational Services (SES) to be offered to students enrolled in a Title I school and scored a Level 1 or Level 2 on the Florida Comprehensive Assessment Test (FCAT). SES is a program that offers free tutoring to eligible students to increase academic achievement in areas of Reading/Language Arts, Mathematics, and Science.

There are currently 183 State-approved SES providers who are eligible to offer SES services in Broward County, Florida and have expressed an interest. Parents may choose a supplemental educational services provider for their child(ren) from among the providers approved by the state for their school district.

The current agreements are for the following providers: 1) Accelerate 2 Achieve, 2) Achieve HighPoints, 3) Community After School, Inc., 4) Journey to Learning Educational Services, Inc., 5) Learn It Online, 6) SO4S, 7) Stanley's Academy of Excellence, LLC, 8) Sylvan Learning Center, 9) The Family Preservation of South Florida, Inc., 10) The Literacy Through Sports Foundation, Inc.

Vendors can receive up to $1,146.07 per pupil for student tutoring services. This is equal to the per pupil appropriation given the District under the Title I program. Based on the required Title I set aside for SES, it is anticipated that 3,376 students can potentially be served in the 2012-2013 school year. There will be additional contracts forthcoming due to the high volume of approved SES providers.

The full agreement is available online via the Broward County Public Schools eAgenda at:
http://eagenda3.broward.k12.fl.us/cgi-bin/WebObjects/eAgenda
These agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

X	•Goal One:	Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education.
__	•Goal Two:	Improve the health and wellness of students and personnel.
__	•Goal Three:	Provide a safe and secure physical and technological environment for all students and employees.
__	•Goal Four:	Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position.
__	•Goal Five:	Recruit, develop, retain, and recognize high performing and diverse faculty and personnel.
X	•Goal Six:	Build strong partnerships with family, business, community and government at the classroom, school, area, and district level.
__	•Goal Seven:	Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.

FINANCIAL IMPACT:
The financial impact for this initiative is up to $1,146.07 per approximately 3,376 students. The source of funds is the District's Title I SES state required set aside of $3,868,465. There is no additional financial impact to the District.

EXHIBITS: (List)
11 Agreements

BOARD ACTION: APPROVED
(For Official School Board Records' Office Only)

SOURCE OF ADDITIONAL INFORMATION:
Luwando L. Wright-Hines 754-321-1400
Name Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Chief Academic Officer
Academics
Approved in Open Board Meeting on: OCT 16 2012

By: Lora Murray School Board Chair

Form #4189
Revised 10/11
RWR/MVP/LWH/rt

AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER

THIS AGREEMENT is made and entered into as of this 16th day of October, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Accelerate 2 Achieve LLC
(hereinafter referred to as "Provider"),
whose principal place of business is
1287 E. Newport Center Dr Suite 211 Deerfield Beach, FL 33442.

WHEREAS, SBBC is authorized by state and federal laws to enter into an agreement with the state-approved Supplemental Educational Services (SES) Providers for the aforementioned purpose; and

WHEREAS, the Provider is willing to provide SES to eligible students as agreed upon in the Student Learning Plan (SLP) **(Exhibit 1),** and eligible students are those students who have been identified by the SBBC and who meet specific requirements under State Statutes, and Title I; and

WHEREAS, the Provider desires to enter into this Agreement with SBBC, for the purposes of providing SES in compliance with applicable laws; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, the Provider has been approved by the State of Florida Department of Education (FLDOE) and has met the qualifications to be certified as an SES Provider; and

WHEREAS, the Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, the Provider is financially sound and otherwise capable of fulfilling its requirements to the SBBC, students and parents during the term of this contract; and

WHEREAS, 1008.331, Florida Statute outlines the following requirements for SES;

(a) Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Student Learning Plan how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);

(b) Requires the Provider to continue to provide SES to eligible students who are receiving such services until the designated end time as indicated in the SLP. SBBC cost shall not exceed the per student allocation based on the final award of funds from the Florida Department of Education and is subject to change.

(c) Requires a description of how the district, the student's parent(s) and teacher(s) will be regularly informed of the student's progress.

(d) Requires a provision for the termination of the Agreement if the Provider is unable to meet the goals and timetables required.

(e) Requires provisions with respect to making payments to the Provider by SBBC.

(f) Prohibits the Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

(g) Requires the SBBC to prioritize to the lowest performing students if there are not enough funds to provide services to all eligible students whose parents request the services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

2.02 Duration. The Provider will provide SES for the 2012 – 2013 school year with such services to be provided to eligible students upon approval by SBBC. The Provider must be able to provide services no later than October 15, 2012, contingent upon their receipt of their SBBC approved student enrollment list at least 20 days prior to the start date. In the event that the Provider's SES Agreement is approved by SBBC less than 20 days prior to October 15, the

Provider shall be afforded no less than 20 days from the date SBBC assigns students to the Provider to begin delivering services. If the Provider fails to start tutoring with at least 80% of students that SBBC assigns to the Provider, SBBC will reassign any students that have not started tutoring within 20 calendar days. Tutorial services must be completed by Sunday, March 31, 2013 unless otherwise agreed upon.

2.03 Evaluation/Follow-up Method. Evaluation of the Provider (**Exhibit 2**) shall be provided by SBBC to parents of students enrolled in SES. The SBBC will provide further evaluation of the Provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.04 Extent. The SES tutoring program shall be offered Sunday through Saturday as indicated on the Provider's state approved application. Length of sessions shall be offered as indicated on the SLP and the Provider's state approved application.

2.05 Location. All tutoring locations and sessions as described under the terms of this Agreement must be located and performed within Broward County, Florida.

2.06 Monitoring of the SES Program. SBBC's SES staff will monitor the Provider at various school locations and off-campus facilities where SES services are rendered. The SES staff will use the Supplemental Educational Services (SES) Monitoring Tool for Providers (**Exhibit 3**) to monitor the SES Provider's tutorial program at various school locations.

2.07 Parent/Guardianship. For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 Program Description. SES provides additional tutoring for the lowest performing students attending an eligible Title I school in grades K-8. Only Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire SBBC teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Parents may only select Providers on the state approved list for SES.

2.09 Reassignment of Students. A student who has been assigned to a Provider for twenty (20) calendar days who does not have an SBBC-approved Student Learning Plan will be reassigned to the parent's next choice of Provider. Further, a student who has an approved Student Learning Plan, but is not being actively tutored within twenty (20) calendar days of the enrollment with said company will be reassigned to the parent's next choice of Provider.

2.10 Request for Application (RFA) Process: The Provider will implement its SES program in accordance with all provisions of the application submitted by the Provider and approved by the FLDOE under the annual RFA process. These provisions include, but are not limited to, hourly rates, student/tutor ratios, staff qualifications and tutoring session duration. The Provider will submit to SBBC a hard copy and an electronic copy of its state-approved SES application.

2.11 Right to Withhold. SBBC may withhold payment to the Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC, the:

(a) Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.

(b) Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its SES program, work, or records.

(c) Provider has failed to submit the invoice to SBBC within 45 days of rendering SES services.

If SBBC gives notice of intent to withhold, the Provider shall have ten (10) working days from the day of receipt of said notice to correct such deficiencies and/or may invoke the dispute resolution provision herein.

2.12 Student Learning Plan (SLP).

(a) The SLP must be developed by the Provider, in consultation with the parent/guardian and SBBC, for each eligible student whose parent/guardian elects to receive SES. The Provider may utilize district assessment scores if scores are available for each eligible student whose parent elects to receive SES from the Provider. If SBBC's data and the Provider's pre-assessment identify different needs, the achievement goals and objectives should be revised in the SLP to reflect the needs identified through the Provider's pre-assessment. An SLP may not be submitted to SBBC for final approval until the Provider has met with the parents to discuss the student's present academic performance and a detailed description of the methods and strategies of tutorial instructions has been shared and reviewed by the parent.

(b) The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation Sunshine State Standards (NGSSS). In case of a student with disabilities, these goals must be consistent with the student's Individualized Education Program (IEP) under the Individuals with Disabilities Education Act (IDEA) or the student's 504 Plan (if applicable). The goals must also target the specific benchmarks as tested on the Florida Comprehensive Assessment Test (FCAT). The Provider shall submit three (3) or more objectives on each student's SLP. The Provider must frequently monitor students' progress and make students aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, start and end dates.

(c) The Provider agrees to complete SBBC's online SLP for each student assigned. The parent, Provider and SBBC must sign the SLP before tutoring services may begin. If a parent's signature cannot be obtained, the Provider agrees to submit the SLP and the Evidence of Attempt to Obtain a Parent Signature (**Exhibit 4**). The SLP will be given a "pending approval" status prior to the beginning of tutorial services. The parent's signature must be secured on the SLP

prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent with an original parent signature.

(d) The SLP must be submitted to the Title I office at least five (5) business days prior to the start date for approval. The Title I SES staff must approve the SLP before tutorial services may begin. Any students without an approved SLP within twenty (20) days of assignment to a Provider will be removed from the Provider's list and reassigned to the parent's next choice. Changes in any SLP may only be made with the written consent of the parent/guardian in consultation with the Provider and approved by SBBC. The Provider, SBBC or parent/guardian may request a review of a SLP. The SBBC reserves the right to require modifications to the SLP. The Provider shall obtain written authorization from SBBC before terminating any SLP.

(e) Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate SBBC financially, nor shall SBBC incur any obligations or expense in excess of the per pupil allocation as determined by the FLDOE. The allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(f) The student's name and identification number must be printed on each page of the SLP.

(g) The Provider agrees to give a copy of the SLP signed by the parent to the SES facilitator for all assigned students.

2.13 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

RESPONSIBILITY OF THE PROVIDER:

2.14 Access to Records. The Provider shall provide access to its facilities for periodic monitoring of each student's instructional program. SBBC representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview providers, and review students' progress including the behavior intervention plan, if any.

The Provider shall provide access to records or reports, or other matters relating to the Agreement, upon request by the SBBC or appropriate federal agency. During the term of this agreement, and for five years thereafter, the Provider shall maintain detailed records of all services rendered pursuant to this Agreement, including student eligibility information, employee records, progress reports, lesson plans, invoices and all other documentation associated with providing SES to eligible students in the SBBC.

2.15 Accident/Incident Report.

(a) The Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. The Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

(b) The Provider must train all tutoring personnel in appropriate procedures for handing and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

(c) The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.16 Background Screening. The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

(a) All current SBBC employees hired by a SES Provider must secure a vendor badge for that company. The Provider must submit to the Title I Office a clear copy of the current vendor badge and complete the Background Check Waiver Form for SBBC Employees (**Exhibit 5**).

(b) All non-SBBC employees must secure a vendor badge. The Provider must submit to the Title I Office a clear copy of the current vendor badge and also complete the SES Background Check Form for non-SBBC Employees **(Exhibit 6).**

(c) All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep updated background check forms and vendor badges on file with the Title I office throughout the terms of this agreement will result in nonpayment for services rendered and termination of this contract agreement.

2.17 Background Screening for On-line Services.

(a) Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The Provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statues.

(b) If the Provider fails to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Provider agrees to indemnify and hold harmless the SBBC; it's officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.18 Child Abuse Reporting.

(a) The Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. The Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Provider agrees that all staff members will abide by such laws in a timely manner.

(b) The Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under the Provider's supervision.

2.19 Code of Conduct.

(a) The Provider shall abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County (**Exhibit 7**) provided by the SBBC. The Provider and its employees are required to complete and submit the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County prior to the beginning of services.

(b) The Provider shall have all SBBC employees hired complete the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers **(Exhibit 8).**

(c) Administrators cannot be hired or compensated by the SES Provider. The Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers provided by the SBBC must be submitted prior to the start of tutorial services.

(d) Failure to abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County will result in a termination of this contract.

2.20 Compensation.

(a) The cost of tutorial services shall not exceed the per pupil allocation amount of $1147.00. This allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(b) The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on the Provider's approved SES application with the FLDOE. The Provider will receive payment when tutorial services for which payment is requested have been performed satisfactorily in full and verified.

(c) SBBC is not obligated to pay for unsatisfactory services. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

(d) The Provider must provide services for students only provided by SBBC. Payment will not be rendered for students that are not approved by the Title I office.

(e) The Provider shall limit tutoring to two (2) hours per day and a maximum of ~~to~~ six (6) hours per week. Instruction shall be provided beyond the regular school day. Tutoring that extends beyond six (6) hours per week will not be paid by SBBC. The Provider will be paid only for sessions students attend.

(f) The SBBC is not obligated to communicate or render payment to any third person or entity.

2.21 Compliance with Policies and Laws. The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement. The Provider must also ensure that the SES is in compliance with federal/state laws and District

Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

2.22 Confidentiality of Student Records. The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.23 Conflict of Interest. The Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. The Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.24 Contact Parents. The Provider must immediately contact the parent of any student who misses two or more days. The Provider must implement interventions for students who are habitually absent. Additionally, upon a student's completion of his/her SES program a parent shall be contacted by the Provider and informed of the program's completion.

2.25 Control of Students.

(a) The Provider, while providing services, shall be responsible for the control and safety of students from the time the student arrives for services until the student is placed under control of the parent/guardian or other approved caregiver, at the end of service. The Provider must escort all students to the proper caregiver or approved means of transportation at the end of the service. The Provider must check the ID of the person picking up the student to make sure it matches an individual allowed to care for that child.

(b) The Provider is obligated to supervise its students and employees before, during and after the provision of SES. All supervision and care is at the expense of the Provider. This Agreement may be cancelled if the Provider fails to supervise its students and employees.

(c) If the District, Principal or Principal Designee becomes aware of an instance when the Provider has failed to properly supervise its students or employees at the school, SBBC, Principal or Principal Designee will give written notice to the Provider. The Provider will have twenty-four (24) hours to correct the problem. If the Provider fails to correct the problem within twenty-four (24) hours from receipt of the Principal's notice, then the Principal is authorized to cancel the facilities Agreement without further notice.

2.26 Delivery Model. The Provider shall be secular, neutral, and non-ideological in instruction and content. The Provider shall assume responsibility for supervision and care of students during the times that students are in its care and will further ensure that students are supervised before and after SES tutoring sessions have been completed. All supervision and care is at the expense of the Provider.

2.27 Disputes. Disputes between the SBBC and the Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31st Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.28 Facility Access. The Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview the Provider, and review each student's progress. The Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.29 Hired Staff and Tutors. All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep ID files updated and submitted to the Title I office throughout the terms of this Agreement will result in nonpayment for services rendered and termination of this Agreement.

Due to the inability of an international background check to be completed by the Florida Department of Law Enforcement, Federal Bureau of Investigation, or other United States law enforcement agency, no tutors residing outside of the United States will be permitted to tutor in Broward County. The Provider is required to hire a lead teacher at all sites with more than twenty (20) students. The Provider agrees to abide by the SBBC's Personnel Hiring Guidelines for SES Providers **(Exhibit 9).** Failure to abide by the Personnel Hiring Guidelines will result in a termination of this contract.

2.30 Incentives. The Provider must limit student incentives as follows:

(a) Must not exceed a total of fifty dollars ($50.00) per student for all incentives;

(b) Incentives must be earned by achievement or attendance;

(c) The Provider may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign-up. Only students assigned to a Provider may be informed of achievement or attendance incentives;

(d) Per Section 1008.331, Florida Statues, Supplemental Educational Services in Title I schools, a Provider may not provide incentives to entice a student or a student's parent to choose a Provider.

2.31 Inspection and Audit. SBBC, its auditors and representatives, Florida Department of Education and USDE, its auditors and representatives shall have the right to examine and inspect such records at any time. The Provider shall cooperate with all reasonable requests to inspect records.

2.32 Insurance Coverage and Minimum Requirements. The Provider shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum

insurance, the SBBC shall not be deemed or construed to have assessed the risk that may be applicable to the SES provider. The SES provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The SES provider is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

2.33 Insurance - Verification of Coverage. Proof of the required insurance must be furnished by the Provider to SBBC Risk Management Division by Certificate of Insurance within 15 days of notification of award by SBBC. The certificate of insurance must contain a provision for written notification to SBBC in accordance with policy provisions as outlined in the current ISO ACORD 25 (2010/05) form. All certificates and endorsements must be received and approved by SBBC before any work commences to permit Provider time to remedy any deficiencies. All coverages are required to be first dollar without application of deductible, unless otherwise stated. If multiple entities/locations are insured under a single policy each coverage limit must apply separately. Only the named insured on the contract will be accepted on the Certificate of Insurance.

(a) Acceptability of Insurance. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(b) Commercial General Liability - Broad form coverage including all risk associated or arising out of services provided under this contract:

General Aggregate $ 1,000,000
Each Occurrence Limit $ 1,000,000

The School Board of Broward County, Florida, its' members, officers, employees and agents shall be listed as Additional Insured and such coverage shall be no more restrictive than the latest edition of ISO form CG 20 10.

(c) Automobile Liability - Coverage shall not be any less restive than the standard ISO Business Auto Policy CA 00 01. The policy Named Insured *MUST* list the SES Provider Company Name, not an individual's name.

Owned Auto*
Non-owned Auto
Hired Auto
Bodily Injury/Property Damage (Each Accident) $1,000,000

In the event the company does not own any vehicles, we will accept Hired and Non-Owned coverage in the amounts listed above. In addition, we will require a notarized Owned Auto Affidavit signed by the company.

(d) Workers' Compensation – must be provided for all of its employees in compliance with Chapter 440, Florida statutes:

Coverage A (Workers' Compensation) Statutory
Coverage B (Employers Liability) $100,000 each accd/$100,000 disease, each employee/$500,000 disease policy limit

Currently, in the state of Florida, Workers' Compensation coverage is required for all entities with more than three (3) full and/or part-time employees. We require a notarized Workers'

Compensation affidavit signed by a company officer for all companies that do not require this coverage.

(e) Professional Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Annual Policy Aggregate $2,000,000
Max. Deductible $25,000

(f) Sexual Abuse / Molestation Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Max. Deductible $25,000

(g) Certificate of Insurance Information. Prior to the commencement of any work, as evidence of required coverage the Insured must provide a Certificate of Insurance to: SBBC Risk Management Division. (For SES Tutoring Title I participants, fax certificate of insurance to Risk Management at 866-898-4527.)

(h) The Liability policies are to contain the following provisions. In addition the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement number is: _____.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. 30 days written notice will be given to SBBC Risk Management Division prior to any material changes or for cancellation prior to the expiration date OR policy cancellation provisions must be submitted with certificate of insurance.

(i) If multiple entities/locations are insured under a single policy, each coverage limit must apply separately to each entity/ location. The following wording must be included on the Certificate of Insurance: **Coverage limits apply separately to each entity/location per endorsement #** _____. (Only the named insured on the contract will be accepted as the named insured on the Certificate of Insurance.)

2.34 Location of Services.

(a) All tutoring and physical locations for services must be performed and located in Broward County, Florida. The Provider shall notify SBBC of the names and addresses of all schools, centers and other locations where the Provider's services will be offered. The list of Provider's tutoring sites shall be boldly printed on all marketing materials intended for use at SES Provider Fairs. A Provider who participates in SES Provider Fairs, individual school open houses or registration campaigns shall conspicuously post the locations of its tutoring programs.

(b) The Provider may only post school locations where leases have been obtained and officially approved by SBBC.

2.35 Marketing Requirements. All marketing materials must be submitted to and approved by the Title I office.

(a) All materials distributed to parents must include the following statement:

"In order for your child to be eligible for Supplemental Educational Services (SES), your child must attend a Title I school for the 2012 – 2013 school year and have scored a Level 1 or Level 2 on the Florida Comprehensive Assessment Test (FCAT)."

(b) The Provider agrees to print the following notice at the top of materials distributed to parents in all caps, at least 12-point font. DISTRIBUTION DOES NOT IMPLY ENDORSEMENT OR RECOMMENDATION BY BROWARD COUNTY PUBLIC SCHOOLS.

(c) The Providers agrees that all marketing materials including posted materials used to promote SES in Broward County shall be translated into Spanish and Haitian-Creole.

(d) Any marketing materials found by SBBC on its property and/or at any of its sponsored events that do not include the aforementioned disclaimers will be seized and disposed of by personnel of the SBBC.

(e) The Provider may list the eligible SES schools where the Provider will be providing SES.

(f) Failure to comply with all marketing requirements will result in this contract becoming null and void.

2.36 Meetings. The Provider must attend the Annual Orientation Meeting to discuss the Provider obligations for the 2012-2013 school year. The Provider is also obligated to attend regular scheduled technical assistance meetings throughout the year.

2.37 Minimum Per Site.

(a) The Provider agrees to provide services to students from any eligible school where at least 1 parents have selected services from the said Provider and students have been assigned the same.

(b) If the Provider withdraws from offering services to the SBBC students and the minimums per school set by the Provider have been met, the SBBC shall report the Provider to the FLDOE. The Provider shall be immediately removed from providing services for the current school year for SBBC.

2.38 Monthly Invoices. The Provider shall submit monthly invoices to the Title I Office for services rendered. Invoices must be generated from SBBC's SES database and shall be submitted on or before the last day of the following month of services rendered. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than Tuesday, April 30, 2013.

(a) Invoices received after the last day of the billing month shall be assessed a fee of $60.00. An additional fee of $5.00 will be assessed for each day thereafter.

(b) Invoices received 15 calendar days after the last day of the billing month shall be assessed a fee of $10.00 per day.

(c) Invoices returned to the Provider for corrections shall be assessed a fee of $60.00 for the first occurrence

(d) Invoices returned to the Provider for corrections shall be resubmitted to SBBC within five (5) business days; otherwise, the Provider shall be assessed a fee of $10.00 per day beyond the 5th day.

(e) Invoices returned to the Provider for corrections more than one time shall also be assessed a fee of 1% of the total invoice amount.

For each monthly invoice, the Provider shall submit:

(a) A SBBC approved Invoice Cover Form **(Exhibit 10)**

(b) An invoice generated by SBBC's SES database.

(c) The original Monthly Attendance and Payment Record provided by the SBBC to the Title I office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, school, name of the Provider and telephone number, location of tutoring services, tutor/instructor's name, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign the Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The attendance records must be alphabetized according ~~by~~ to the name of the students on the invoice.

(d) A SBBC approved Daily Sign-In Sheet must be included for each student for whom the Provider is seeking payment for services rendered. The Daily Sign-In Sheet must include the company's name, the student's first and last name, location of services, name of tutor, month of service, days of service, subjects tutored and session times. The student must sign-in each day of tutoring and include the date. The student's name must be in his or her own handwriting. Free tutoring sessions shall not be indicated on the Daily Sign-In Sheet. For online services only, a detailed time log is required in lieu of the Daily Sign-In sheet.

(e) A progress report generated from SBBC's database for each student listed on the invoice.

(f) All documents or forms used to report attendance, student progress, and invoices shall remain free of white out and overwriting. Documents must be original and free from excessive strikethroughs and/or alterations of any type. Failure to provide the information as stated above will result in nonpayment of monthly invoices until all documents and/or reports adhere to the language above.

(g) The Provider shall not invoice the district for pre- and post- testing, and SBBC shall not fund pre- or post testing.

(h) The Provider shall limit tutoring to six (6) hours per week and shall not conduct tutoring beyond 8:00 p.m. Tutoring that extends beyond these limits will not be paid by SBBC.

(i) The Provider shall not provide tutoring beyond the contracted allotment and no "free hours" of tutoring will be allowed. No additional hours are permitted to be offered to students in excess of the hours written on the student's SLP. SBBC funds will be used exclusively to provide tutoring for students. Additional hours offered to parents without cost constitutes an incentive, which is prohibited by Section 1008.331, Florida Statues.

(j) Only documentation recorded on forms provided by SBBC will be paid by SBBC.

(k) The Provider will not have access to SBBC's resources (copying, office space, computer and equipment) to complete requirements related to providing SES services to students or invoicing.

2.39 Pre- and Post-Tests. All students must be administered the state approved pre-test as outlined in the Provider's state-approved application, prior to the first day of tutoring and the state approved post-test after the last session of tutoring.

(a) The Provider shall submit a summary of all pre- and post-test results. The summary must be correlated to the NGSSS as it relates to the goals and benchmarks stated in the SLP.

(b) A pre-test summary for each student must be submitted with the first invoice and a post-test summary with the invoice after the student completes the SES tutorial program. The post test summary shall also include the pre test scores.

(c) Failure to provide a pre- and post-test summary for each student will result in a fee assessment. A fee of $5.00 will be assessed for each missing or inaccurate pre- and/or post-test summary. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each pre- and/or posttest summary that is not corrected and returned within 5 days to the Title I SES office.

(d) The Provider shall only invoice for the actual time spent tutoring the student. The Provider shall not invoice the district for pre and post-testing, and SBBC shall not fund pre- or post-testing. The invoice will remain unpaid until all pre- and/or post-test summaries adhere to the language above.

2.40 Progress Report. The Provider shall provide a Progress Report **(Exhibit 11)** for each student to whom the Provider services under this Agreement. The Provider shall, on a monthly basis, send SBBC, student's school and parent(s) a written report describing the student's progress, including interim, pre and post assessment results. The Progress Report shall be legible, comprehensive and in a uniform format. The Provider shall be responsible for providing translation services whenever practicable, in the event that a parent requires translation of the student's Progress Report. The Provider shall maintain written proof of such translations.

The Progress Report must be based on the goals written in the SLP and identify specific academic progress made toward those goals. The Provider shall complete and maintain the online Progress Report in the SES database. The Progress Report must include the following information as reflected in the FLDOE requirements:

(a) Appropriate spelling & grammar usage

(b) Quantitative data and/or scores based on an assessment which reflect change in the student's performance level related to the goals set for the student

(c) Statements of relevant academic achievements related to the selected goals and objectives

(d) Appropriate and detailed parent friendly report of progress.

(e) Failure to provide the information as stated above will result in a fee assessment for each progress report that is void of the information listed. A fee of $5.00 will be assessed for each progress report declined by the SBBC. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each progress report that is not corrected and returned within 5 days to SBBC's SES office. Invoices will remain unpaid until all progress reports adhere to the language above.

2.41 Prohibition of Defaming. The Provider shall not defame or discredit the SBBC in any way. Failure to abide will result in termination of this Agreement.

2.42 Prohibition of Lobbying. The Provider shall not lobby or market on SBBC's property without permission from school administrators or the Title I office. Failure to comply will result in termination of this Agreement.

2.43 Record of Attendance. The Provider shall maintain a Daily Student Sign-In sheet and a Monthly Attendance and Payment record and a portfolio of student services.

(a) The Daily Student Sign-In **(Exhibit 12)** must include the month, name of company, student's first and last name, student identification number, location of tutorial services, first and last name of tutor, subject(s), session time(s), date of each session and the student's original signature.

(b) The daily attendance as indicated on the Daily Sign-In sheet shall be entered and maintained in SBBC's SES database and must be entered each day as services are rendered.

(c) The Monthly Attendance and Payment Record (**Exhibit 13a**) for each student tutored at a school must be maintained and submitted to the on-site SES facilitator the first of each month for the preceding month.

(d) The Monthly Attendance and Payment Record (**Exhibit 13b**) for each student tutored off school campus must be reviewed with the parent and must also contain the parent's original signature.

(e) The Provider shall submit the original Monthly Attendance and Payment Records provided by SBBC to the Title I Office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, name of school, name of the Provider and telephone number, location of tutoring services, first and last name of tutor, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The Provider is paid only for sessions students attend. The Provider shall permit access to and/or a copy of such records to SBBC upon request.

(f) Failure to provide the Monthly Attendance and Payment Record as stated above will result in a fee assessment for each Monthly Attendance and Payment Record that is void of the information listed. A fee of $10.00 per Monthly Attendance and Payment Record will be assessed for each returned Monthly Attendance and Payment Record. The Provider shall be assessed a fee of $15.00 per day beyond the 5th day for each Monthly Attendance and Payment Record that is not returned within 5 days to the parents, school and district SES office. Invoices will remain unpaid until all Monthly Attendance and Payment Record adhere to the language above.

2.44 Reimbursement for Fraud. The Provider will reimburse to SBBC, or SBBC may withhold from the Provider, the amount of any fees or penalties that are paid by SBBC to the state or federal government because of a finding in an investigation or audit by a state or federal auditor that the Provider has committed fraud.

2.45 SBBC Employee Disclosure. All SBBC employees hired by the Provider must complete the SES Provider and SBBC Employee Disclosure form (**Exhibit 14**). Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance to SBBC Rules and any governing labor contracts. The Provider agrees to submit all original signed SES Provider and SBBC Employee Disclosure forms to the Title I Office. Failure to disclose all SBBC employees will result in a termination of this contract.

2.46 SES Database. The Provider agrees to utilize SBBC's online SES database to develop the SLP, Monthly Attendance and Payment Record, progress report information and invoice. The Provider agrees to update SBBC's SES database daily as services are rendered.

2.47 Statement of Goals and Objectives. The Provider shall develop, in consultation with parents, a statement of specific goals and objectives for each eligible student whose parent elects to receive SES.

(a) The goals set forth in the SLP must address specific deficiencies of the student. All goals must be related to the NGSSS and be consistent with the students' Individual Education Plan and/or the student's 504 plan, if applicable.

(b) The Provider shall submit three (3) or more objectives on each student's SLP. Each objective must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve.

(c) The Provider must frequently monitor students' progress and make parents aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, and start and end dates. Each parent/guardian and SBBC shall approve the statement of goals for the student. The Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian. This Agreement may be terminated if the Provider is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

2.48 Student Records and Security of Records. All student records shall be kept in a secure location, preventing access by unauthorized individuals. The Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. The Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. The Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC.

The Provider shall turn over to SBBC all student records for eligible students to whom the Provider has rendered SES services if SBBC terminates this Agreement.

2.49 Subcontract and Assignment. The Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with the Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

2.50 Supplies, Equipment and Facilities.

(a) The Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her SLP. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

(b) The Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. The Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

(c) Should the Provider enter into a separate agreement with SBBC for use of SBBC school facilities, such use shall constitute a revocable license and the Provider agrees to immediately vacate the premises upon the written demand of the SBBC, Principal or Principal Designee. The Provider shall not assign more than two (2) tutors per classroom leased for tutoring, including non-district premises.

2.51 Timeline for Services.

(a) It is the intention of SBBC to release the list of eligible students to the Provider at the earliest possible date, but no later than September 25, 2012. Upon receiving the eligible student list, the Provider will consider the number of students listed and agree to notify SBBC five (5) calendar days if it wants to serve the students. If the Provider fails to notify SBBC within the five (5) day period, this Agreement will be void, and the district will remove all names assigned to the Provider.

(b) The Provider must complete the SLP agreement process and commence service with 80 percent of students on its list within 20 calendar days or by October 15, whichever date comes first. If the Provider fails to serve at least 80 percent of its students in the manner described herein, SBBC will reassign un-served students to an alternate Provider.

(c) Once the SBBC has assigned the minimum number of students per school, the Provider shall serve the students from that school, irrespective of the school's location. The Provider's failure to serve students at a location designated by the Provider shall void this Agreement with SBBC.

(d) The Provider agrees to make at least three (3) attempts to contact the parent of an assigned student. The Provider shall document such attempts in writing before the Provider indicates the student cannot be served and requests that the student be removed from their list of assigned students. Such documentation must be submitted to the Title I office.

2.52 Transportation.

(a) Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

(b) Schools must be given written notice regarding transportation agreements between parent and the Provider prior to the first day of tutoring. The written notice must include student's name, grade, school, transportation days, time, name of parent giving permission and any other pertinent or applicable information.

2.53 Tutor Training.

(a) The Provider shall maintain a Staff Training Staff Acknowledgement Form (**Exhibit 15**) for all hired tutors.

(b) The Provider shall train all tutors on the administration of the Provider's SES program and the SBBC's SES procedures as provided at the Annual Provider Meeting and Technical Assistance Meetings.

(c) The Provider must sign the tutor-training log verifying all tutors have been trained in the procedures, have signed SBBC Code of Ethics and have received the appropriate tutoring materials necessary to implement the Provider's SES program as documented on the Provider's state approved SES application.

(d) The initial tutor-training log must be submitted to SBBC no later than September 25, 2012, with additional submissions as training sessions are provided.

(e) The tutor-training log will be used by SBBC to verify that the trained tutors have been cleared through a Level II Background Check.

(f) The Provider shall submit copies of the agendas and training manuals/materials to SBBC.

(g) The training log must include all items listed on the Provider Trainer Assurance Form (**Exhibit 16**).

2.54 Tutoring Limits. The Provider shall limit tutoring to two (2) hours per day, maximum six (6) hours per week. Instruction shall only be provided beyond the regular school day. The Provider agrees to not start tutoring after 7:00 p.m.

2.55 Tutoring Services. The Provider must deliver services in compliance with the Provider's state approved application.

(a) The Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students.

(b) The Provider will ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

(c) The Provider shall provide SBBC with a list of their State approved curriculum, supplemental materials and assessments to be used by the tutors prior to the start of tutoring.

(d) The Provider will use highly qualified instructors to provide instruction as required in the Provider's SES application approved by the Florida Department of Education.

2.56 **Inspection of Provider's Records by SBBC.** Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Provider Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Provider or any of Provider's payees pursuant to this Agreement. Provider's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Provider's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Provider's Records Defined. For the purposes of this Agreement, the term "Provider's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Provider pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Provider reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute

grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Provider. If the audit discloses billings or charges to which Provider is not contractually entitled, Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Provider pursuant to this Agreement and such excluded costs shall become the liability of Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.57 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Title I Office Name of District Representative 701 N. W. 31st Avenue Address Ft. Lauderdale, Florida 33311 Address
To the Provider:	Accelerate 2 Achieve LLC Name of Other Party 1287 E. Newport Center Dr Suite 211 Address Deerfield Beach, FL 33442 Address

With a Copy to:

Name to be provided by Other Party

Address

Address

2.58 Indemnification. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Provider: Provider agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Provider, its agents, servants or employees; the equipment of Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Provider, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party

by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is

exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 Student Records. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

This portion intentionally left blank.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Ann Murray, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROVIDER

(Corporate Seal)

Accelerate 2 Achieve LLC

Insert Full Legal Name of the Corporation, Agency or Other Legal Entity

ATTEST:

By _____

_____, Secretary

-Or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of Sept, 2012 by LIZZETTE HERNANDEZ of
Name of Person

Accelerate 2 Achieve LLC, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
Type of Identification

identification and did/did not first take an oath.

My Commission Expires:

_____
Signature – Notary Public

(SEAL) CYNTHIA KENNEDY Commission # EE 136920 Expires November 1, 2015 Bonded Thru Troy Fain Insurance 800-385-7019

Cynthia Kennedy
Printed Name of Notary

#EE 136920
Notary's Commission No.

Exhibit 1

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County Supplemental Educational Services

Student Learning Plan - School Year 2012 – 2013

Contact Information Print

Provider

Contact Person Title I SES Title

Mailing Address

Location Address

Phone#

Student **Grade**

Mailing Address

Address 1

Address 2

Phone#

Parents/Guardians

Name Relationship

Name Relationship

School Phone

Cell Phone

1. Student's Individual Goals

1 subject required, 2 maximum. 1st subject 3 objectives required. 2nd subject 2 objectives only.

#	Subject	Strand	Goal (Standard)	Objective 1	Objective 2	Objective 3
Edit New Delete						

Exhibit 1

2. Performance Measures For Meeting Goals

Provider will measure the student's progress in meeting the goals as follows

[Insert description - for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the goals fit with the student's IEP.]

3. Timeline for Improving Achievement

District, provider, and parent have set the following timeline for improving the student's achievement

Sessions per Week

Session Duration

Start Date

End Date

Instruction Type

Days of Week: M T W Th Fr Sa Su

Current School Year: 2012

Total # of Sessions

Start/End Time

Total Hours

Session Location: Select One

Address

City

State: FL

Zip

4. Description of Services

Provider will give the student the following educational supplemental services

[Insert general description of program & procedures, also include method of delivery for example; tutoring, small classes, etc.]

5. Communication with Parents and District

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting methods - for example; written report on monthly basis.]

6. Confidentiality

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s)

Exhibit 1

7. Signatures

We hereby certify that we have read and understand this Supplemental Educational Services Statement of Goals.

Provider

Signature	Date
Printed Name	
Title	

Parent/Guardian

Signature	Date
Printed Name	Relationship

Parent/Guardian

Signature	Date
Printed Name	Relationship

SES Facilitator

Signature	Date
Printed Name	

Other

Signature	Date
Printed Name	
Title	

Save

Exhibit 2

Teacher: < name of teacher >

The School Board of Broward County, Florida
Title I, Migrant and School Improvement
701 N. W. 31st Avenue
Ft. Lauderdale, FL 33311

Date: **May 1, 2013**

To: **Parent of Students in SES Programs**
From: **Broward County Title I Supplemental Educational Services**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May 10, 2013.** For questions regarding the survey, please call 754-321-1400.

Student name: «FirstName» «LastName» **Grade level:** «GrdLvl»

School: «SchoolName»

Provider name: «ProviderName»

Check location of services: School_____ Home_____ Provider Facility_____ Public Facility_____

Subject(s) tutored by provider: «Subject» «Subject»

On a scale of 1 to 3, whereas 1 is "Unsatisfactory," 2 is "Satisfactory" and 3 is "Outstanding", please circle the number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section.

Questions	Circle one: Unsatisfactory	Satisfactory	Outstanding	Don't know
1. Did the provider give you and your child regular feedback on his or her learning? Comments:_____	1	2	3	☐
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments:_____	1	2	3	☐
3. Were you satisfied with the provider's instructors? Comments:_____	1	2	3	☐
4. As a whole, were you satisfied with the quality of the services your child received? Comments:	1	2	3	☐
Parents of students with disabilities *only*. This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS): 5. Were the services given to your child consistent with your child's IEP or IS?	1	2	3 Comments:_____	☐
Parents of English-Language learners *only*. This question is only for parents of English-language learners: 6. Were the services given to your child appropriate for an English language learner?	1	2	3 Comments:	☐
Parents of English-Language learners *only*. This question is only for parents of English-language learners: 7. Did the provider give notices, letters, and other information in your language?	1	2	3 Comments:	☐

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

SES Provider: _____ Date of Observation: _____

School Site/Tutoring Location: _____ Begin Time: _____ End Time: _____

SES District Representative (Observer): _____

SES Tutoring Services

SES Facilitator's Name: _____ On site? Yes ❑ No ❑

Provider's Lead Teacher's Name: _____ On site? Yes ❑ No ❑

Name of Tutor(s)	Number of Students	Grade Level(s)	Subject Area	SLP Goals Targeted	Tutoring Location

PROGRAM MANAGEMENT/COMPLIANCE	Comments
1. Tutor/Provider staff is wearing appropriate vendor badge. Yes ❑ No ❑ NA ❑	
2. Provider's staff is on site before delivery of services and Yes ❑ No ❑ NA ❑	
assumes responsibility of students before tutoring session.	
3. Arrival, Dismissal and Emergency procedures are in place. Yes ❑ No ❑ NA ❑	
4. Snacks are provided outside of contracted tutoring time. Yes ❑ No ❑ NA ❑	
5. Procedures are in place for delivery of services if tutor is Yes ❑ No ❑ NA ❑	
late or absent.	

DELIVERY OF INSTRUCTION	Comments
Tutoring sessions begin and end as indicated on the SLP. Yes ❑ No ❑ NA ❑	_____
Students are supervised during SES instructional time. Yes ❑ No ❑ NA ❑	_____
Tutor is prepared with materials and begins on time. Yes ❑ No ❑ NA ❑	_____
Instructional materials are available for all students. Yes ❑ No ❑ NA ❑	_____

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

Instructional materials are individualized to students' academic needs.	Yes ❑	No ❑	_____
Tutor interacts with students, provides feedback, and manages student behavior.	Yes ❑	No ❑	_____
Tutor uses appropriate instructional strategies which are appropriate to the students' needs.	Yes ❑	No ❑	_____
Students are engaged and are able to ask questions.	Yes ❑	No ❑	_____
Make-up sessions are available for students who miss sessions.	Yes ❑	No ❑	_____

Student Records			**Comments**
Emergency Contact cards and release information is available.	Yes ❑	No ❑	_____
The emergency plan is available.	Yes ❑	No ❑	_____
Student Learning Plans are available.	Yes ❑	No ❑	_____
Broward County student daily sign-in sheets are evident and in use by students.	Yes ❑	No ❑	_____

Comments and Interviews

_____

_____

_____

_____

Follow-up monitoring visit recommended	Yes ❑	No ❑	
Monitoring visit discussed with Provider	Yes ❑	No ❑	Date: _____

_____ _____

Observer's Signature Date

Exhibit 4

School Board of Broward County (SBBC)
Supplemental Educational Services

Student Learning Plan (SLP)
Evidence of Attempts to Consult with Parent Form
2012-2013

Student Name: _____ ID Number: _____

School: _____ Grade: _____

Name of Provider (Print): _____

As a Provider you are required to make reasonable efforts to contact the parents of the above-named student regarding SLP consultation (three different attempts shall be considered reasonable). However, if after three attempts, you are unable to contact his/her parents unable to conduct a face-to-face meeting, or have consulted with the parent but have been unable to secure their signature; you may develop the SLP and submit this page to the Title I office for a "pending approval" status by indicating below the type of attempts and the dates when they occurred. The parent's signature must be secured on the SLP prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent and a "final approval" awarded.

FIRST ATTEMPT (Insert a √ in the appropriate column)					**SECOND ATTEMPT (Insert a √ in the appropriate column)**					**THIRD ATTEMPT (Insert a √ in the appropriate column)**				
Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe

I, as an authorized representative of _____(company's name), certify that the above information is true and accurate to the best of my knowledge and the parent(s) of the above-named student will be provided with a copy of the approved SLP and the Provider's contact information if the parents wish to discuss the plan.

Provider Representative Name: _____ Date: _____
(Print)

Provider Representative Signature: _____

Exhibit 5

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Waiver Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____

Print Name and Title

ONLY **SBBC EMPLOYEES**	**PRINT ALL INFORMATION**		
LAST NAME	**FIRST NAME**	**Badge Expiration Date**	**Name of School or Work Location**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			

Exhibit 6

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY NON-SBBC EMPLOYEES	PRINT ALL INFORMATION			
LAST NAME	FIRST NAME	Badge Expiration Date	Date of Birth (MM/DD/YYYY)	Social Security #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				

Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County 2012-13

Please be reminded that STATE APPROVED SES PROVIDERS and their staff serving Broward County Schools must adhere to the following Code of Professional Conduct and Ethics regarding Supplemental Educational Services (SES):

SES Providers **shall not** compensate district employees personally in exchange for providing access to facilities, providing student lists, assisting with marketing or student recruitment to promote enrollment in a provider's program.

SES Providers **shall not** request from district employees a list of students eligible to receive services, as this information would identify a student as eligible for Free and Reduced Lunch, which is in violation of the Family Educational Rights and Privacy Act (FERPA).

SES Providers **shall not** employ district employees in the capacity of principal, assistant principal, district administrator, or SES Coordinator.

SES Providers **shall not** pay school based SES facilitators to be facilitators for the provider.

SES Providers **shall not** hire school personnel for any purpose other than instruction-related services (Tutor) or company/provider program coordinator (Provider Lead Tutor).

SES Providers **shall not** offer parent or student any form of incentive for signing-up to receive services. Simple door prizes of a nominal value (approximately $5.00 per prize) and refreshments can be offered to potential students and their families, while attending school/district based informational sessions.

SES Providers **shall not** overwhelm principals and school staff with e-mails or personal visits to discuss leases, student sign-up, hiring teachers and presentation of curriculum. Providers are encouraged to follow the district's process of contacting schools for information.

SES Providers **shall not** distribute or make arrangements with school administrators, teachers or school support staff to send home, via backpack or mail, the Broward School's SES Enrollment Forms that has a provider's name pre-printed or handwritten as part of the form or flyers endorsing a specific SES program.

SES Providers **shall not** use school staff to market or promote their program to parents or students.

SES Providers **shall not** modify any SES enrollment form completed by a parent.

SES Providers **shall not** pre-print, photo copy, modify or distribute the enrollment form with the provider's name.

SES Providers **shall not** mislead parents regarding the enrollment process.

SES Providers **shall not** contact parents on behalf of the district to inform them about SES services

SES Providers **shall not** submit enrollment forms to the district office. All enrollment forms must be returned to the school. School staff will submit forms to the Title I Office.

SES Providers **shall not** mislead parents regarding the number of hours of service available based on the per pupil allocation and the published rate per hour.

SES Providers **shall not** post signs, pass out flyers or implement any other marketing strategies on school or district property, as this creates a disruption, which prevents the school from operating in a safe and orderly manner.

SES Providers **shall not** create or pass out flyers/signs that has school or district information that is inaccurate or suggests that the District is promoting an SES Provider's company.

SES Providers **shall not** misquote or misrepresent District or school staff.

SES Providers **shall not** encourage students/parents to switch Providers once enrolled. A student is considered enrolled once the District has issued the formal student / Provider list.

SES Providers **shall not** implement a rewards program for attendance and/or achievement that is not part of the provider's state-approved program (rewards for student's performance up to $50.00 can be offered per student per year).

SES Providers **shall not** interact with each other in an unprofessional manner in the presence of students, parents, school personnel, and district personnel during district and school sponsored activities.

ACKNOWLEDGEMENT OF RECEIPT OF THIS CODE OF PROFESSIONAL CONDUCT AND ETHICS FOR STATE APPROVED SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

Signing this form, acknowledges that I (representative of this company) have read the Code of Professional Conduct and Ethics regarding SES and agree to comply with these requirements. This company will also ensure that all employees and contracted entities are informed about their obligations in meeting the above Code of Professional Conduct and Ethics.

Signature of SES Provider's Representative	Print name of representative
Company Name of SES Providers (print)	Date

Form is due prior to October 15, 2011.
Originals only. Will not accept faxed or e-mailed copies.
Blue ink preferred for signature.

Exhibit 8

Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers 2012-13

1. Employees shall not campaign, recruit, solicit for, or otherwise work for the purpose of gaining students for the provider during hours of employment by the district. This includes talking to parents about a specific provider and the provider's program.

2. District employee shall not represent an SES provider during parent/student night, school functions at which the employee is required to attend by the district, or other school activities.

3. Employees shall not have access to student lists, phone numbers, free/reduced lunch lists, or other student information at any time to be used for the purpose of recruiting students for an SES provider. This is a violation of the Family Educational Rights and Privacy Act (FERPA).

4. Employees shall not use district materials and supplies, such as paper, pencils, books, computers, application software, printers, crayons, etc. for the purpose of administering the SES program, without prior written permission.

5. Employees of SES providers shall not have access to copiers, phones, or other equipment owned, leased or operated by the Broward County School District, even if the tutor is a Broward County School District employee.

6. District employees are not necessarily able to tutor in the classroom they are assigned to during the regular school day. Providers can request space at the school. Principals (with input from Area Offices) make the decision as to whether there is space available. Principal determines where the provider will be placed in the school.

7. SES providers are required to supply their tutors with all materials needed to implement and deploy the program described in the provider's request for application to the State of Florida.

8. Distribution of materials by providers to school staff requires the permission of the Principal of the school. Distribution of these materials can only take place before or after regular school hours.

9. Teacher or other employees shall not tutor any student who is assigned to that teacher during the regular school day, unless specific permission has been given by the district's SES office.

Signing this form, acknowledges that I have read the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers and agree to comply with these requirements.

Signature of SES Employee	Print name of Employee
Name of SES Company (print)	Date

SES Provider is responsible for retuning this form to the Title I Office within one week of employing a Broward School District employee. Failure to comply will result in termination of Provider's contract with SBBC.

Exhibit 9

School Board of Broward County, Florida
Personnel Hiring Guidelines for SES Providers

Criminal Records including Guilty Pleas (Regardless of Adjudication),
No Contest Pleas, Pre-trial Intervention/Diversion

This is not intended to be a complete list of all disqualifying criminal offenses.

I. Will Not Hire

- Extreme Violence (Aggravated assault/aggravated battery, murder, attempted murder)
- Sexual Offense (Lewd and Lascivious – Sexual Battery, Rape, Sex with a minor)
- Kidnapping
- False Imprisonment
- Child Abuse
- Pornography
- Extortion
- Manslaughter (Including Vehicular Homicide/Involuntary)
- Indecent Exposure if sexual in nature
- Currently on probation or has a case pending that is a DUI or criminal in nature

II. Will Not Hire – if offense less than 10 years old. Will consider and carefully review if older than 10 years

- Felony drug use
- Grand theft/robbery
- Burglary
- Felony Battery/assault
- Felony possession of a concealed weapon
- Welfare/Unemployment Fraud
- Forgery
- Arson
- Prostitution or Solicitation of Prostitution
- Grand larceny
- Other felonies not mentioned in Section 1

III. Will Not Hire – If offense is less than 5 years old. Will consider and carefully review if older than 5 years

- Multiple DUI's
- Misdemeanor drug and/or paraphernalia
- Possession of concealed weapon – misdemeanor
- Battery/Assault
- Resisting arrest with violence
- Domestic Violence

IV. Judgment – case by case review

- DUI – one incident only
- Sale of alcohol to minor
- Worthless checks
- Disorderly conduct
- Multiple criminal offenses
- Petty theft (theft to deprive/retail theft/shoplifting
- Trespassing/Loitering
- Arrest without violence
- Larceny
- Other criminal offenses

Exhibit 10

School Board of Broward County
2012 – 2013 Supplemental Educational Services
Invoice Cover Form

Directions: **Information on this form must be typed and signed in blue ink by the authorized representative of the SES Provider Company.**

Company Name: _____

To: Title I Office
701 NW 31st Avenue
Fort Lauderdale, FL 33311

Attn: Title I/SES Bookkeeper

Contact Person for invoice _____

Provider Phone #: ( ) _____

Provider Fax #: ( ) _____

Invoice Number: _____

Date: _____

Service Period (Month/Year)	**Services Rendered**	**Title I use only**
	Invoice Amount: $_____	Total Amount to be Paid $ _____
	Adjustments Hours of services will be removed and the invoice adjusted if the tutor(s) listed on the Monthly Attendance and Payment Record was/were not cleared prior to providing services, students did not sign the daily sign in sheet or the information is on the sign in sheet is missing or wrong, and/ or white out was used on any forms used for invoicing purposes. In addition, per the 2012 -2013 Agreement for Supplemental Educational Services (SES) Providers, the fees outlined below will be deducted from the invoice amount, if applicable. **SBBC reserves the right to withhold payment if a review reveals that the Provider has submitted overcharges.**	Original Invoice Amount: $ _____ Less Adjustments: $ _____ Total Amount: $ _____

Title I Use Only
If applicable, per the 2012- 2013 Agreement for SES Providers, the following fees will be assessed.

Adjustment(s)	**Fee(s)**	
Invoice submitted after the last day of the billing month	$ 60.00	
Invoice received 15 calendar days after the last day of the billing month	$ 10.00 per day	(10 X _____ day(s) = $_____ Total)
Invoice resubmitted due to errors (1st time)	$ 60.00	
Invoice resubmitted after the 5th business day of notification	$ 10.00 per day	(10 X _____ day(s) = $_____ Total)
Invoice resubmitted more than once	1% of the total invoice amount	(2% X _____ Total invoice = $_____ Total)
Incorrect/Missing attendance records, student sign-in sheets/ progress reports/test summary sheets	$ 5.00 per item	(5 X _____ per student = $ _____ Total)
Other fees:		

Please remit payment to:

Company Name: _____

Address: _____

City/State/Zip Code: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Exhibit 11

Broward County Schools Supplemental Educational Services
Progress Report 2012 – 2013

First	Last	Grade	Number	School	Provider

Year	Test	Sub Test	Scale Score

Test Name	Subject	Instr. Level	Pre-Score	Post-Score	Net Score

Date	Subject	Strategy	Measurement	Number	Provider

Subject	Type	Strand	Goal	Objective	Targeted Area	Mastered
						☐
						☐
						☐

Exhibit 12

The School Board of Broward County, FL
Supplemental Educational Services

Daily Student Sign-In
2012-13

Month: _____

Company's Name: _____

Student's Name: _____ ID#_____

Location of Tutorial Services: _____

Name of **Tutor**: _____

Subject (1) **(circle only 1): Reading Math Science** **Session Time:** _____to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

Subject (2) **(circle only 1): Reading Math Science** **Session Time:** _____to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

	Student Signature	**Date**	**Subject (R, M, S)**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

*Do not include free tutoring sessions on this attendance sheet

Exhibit 13a

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County, FL

Title I, Migrant & Special Programs Department

Monthly Attendance & Payment [..] [2]

First	Last	Student#	Addr1	Addr2	School	Tel#	Grd

Provider	Tutor Location	Street	City	State	Zip

Tutor Name **Begin Date** **End Date**

Indicate Math(M), Reading(R), and/or Science(S) for each day tutoring occured. A minimum of 60 minutes per subject, round to the nearest 30 minutes. Invoice and attendance must be submitted by the 15th of the following month. One submittal per month.

1 M R S			2 M R S			3 M R S			4 M R S			5 M R S		
6 M R S			7 M R S			8 M R S			9 M R S			10 M R S		
11 M R S			12 M R S			13 M R S			14 M R S			15 M R S		
16 M R S			17 M R S			18 M R S			19 M R S			20 M R S		
21 M R S			22 M R S			23 M R S			24 M R S			25 M R S		
26 M R S			27 M R S			28 M R S			29 M R S			30 M R S		
31 M R S														

Calculate Attendance | Save | Delete Month

Minutes Remaining

Last Session Date

0.0000 Hours x Rate 00.00

Maximum Allowed: Amount Used: Balance:

Use Minutes Remaining

I certify, under penalty of perjury, that the above information is true and correct

Print name of parent or SES facilitator _____ Date _____

Signature of parent or SES facilitator _____

Signature of SES provider _____ Print NOT SAVED

Exhibit 13b

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
2012 - 2013 SES Monthly Attendance & Payment Record

Student's name: _____ **Date**_____

Student Number: _____ **School:** _____

Student's address: _____

Tutoring Location other than school:_____

SES Provider: _____ **Tel. #** _____

Beginning Date:_____ **Ending Date:**_____

Instructor's name: _____

1. Indicate (M)-Math, (R)-Reading, (S) Science **2. Enter length of each session** **3. Tutor must initial each attendance date**

Submit one record per month.

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	**Month:** _____			

Tutor Schedule: **M T W T F S Sun** **(CIRCLE Tutoring Days)**

Total Attendance: _____**Hours** _____**Minutes**

I certify, under penalty of perjury, that the above information is true and correct.

Print name of parent: _____ Date_____

Signature of Parent: _____

Signature of SES Provider:_____

8/8/2012 – Title I Office

Only for in-home, provider or community facility tutorial sessions

Exhibit 14

2012 – 2013 SES Provider and School Board of Broward County (SBBC) Employee Disclosure

SBBC Policy 4202 – TUTORING states: BY MAINTAINING A HIGH QUALITY INSTRUCTIONAL STAFF AND PROVIDING A RICH, VARIED CURRICULUM, THE NEED FOR INDIVIDUAL TUTORING SHOULD BE MINIMIZED. EVERY EFFORT SHOULD BE MADE BY THE PRINCIPAL AND TEACHER(S) TO HELP THE STUDENT WITH EDUCATIONAL PROBLEMS BEFORE RECOMMENDING THAT PARENT(S) ENGAGE A TUTOR. IN ORDER TO COVER EXCEPTIONAL CASES WHERE IT MIGHT BECOME NECESSARY TO RECOMMEND INDIVIDUAL TUTORING, RULES AND REGULATIONS SHALL BE ESTABLISHED BY THE SUPERINTENDENT TO PROTECT BOTH THE SCHOOL BOARD OF BROWARD COUNTY AND TEACHER(S) FROM CHARGES OF CONFLICT OF INTEREST. THESE RULES AND REGULATIONS SHALL BE IN ACCORDANCE WITH ACCREDITATION STANDARDS FOR FLORIDA SCHOOLS, FLORIDA STATE BOARD OF EDUCATION ADMINISTRATIVE RULES AND/OR FLORIDA STATUTES.

RULES

1. A teacher may not receive compensation for tutoring any student while that student is assigned to one of his/her classes.

2. A music instructor may give private lessons to his/her own student(s) when other qualified tutors on the school's staff are not available in that subject area.

3. Broward teachers who receive compensation for tutoring shall not use public school facilities for such purpose. Private instruction by music instructors shall be an exception to this rule. Said instructors who tutor students in music in a SBBC facility must complete and have on file with his/her principal a rental lease agreement pursuant to the provisions of the Board Policy 1341 and a weekly schedule of lessons. The music instructor's fee for tutoring shall be established by the Superintendent in a schedule that shall be reviewed annually.

4. Individual tutoring for compensation by SBBC teachers shall not take place during the school day.

5. Work completed under private instruction shall not be accepted for credit unless strictly in accordance with Accreditation Standards for Florida Schools, Florida State Board of Education Administrative Rules and/or Florida Statutes. Parents shall be advised that individual tutoring shall not provide credit. If parent(s) persist in such assumption, the teacher shall not be held responsible.

6. Non-School Board guest clinicians/consultants may be used periodically and shall only be compensated pursuant to the provisions of the Board Policy 6302 - Use of Consultants. Board employees shall not request or receive money from students/parents to pay for said clinicians/consultants. Booster clubs may be requested to fund these activities pursuant to the school's internal account dollars.

7. The Superintendent is authorized to develop procedures to implement this policy.

_____, an approved SES Provider, acknowledges that it has engaged the services of _____, an employee of the SBBC, to provide SES to eligible students on behalf of the Provider in association with the 2012 - 2013 Contractual Agreement for SES Providers entered between the Provider and SBBC. Any activity conducted by the employee on behalf of the Provider shall occur during non-school board hours. SBBC shall not be considered a party to any employment agreement between the Provider and employee; however, the employee must conform to all SBBC Rules governing the conduct of it's SBBC employees at all times. Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance with the SBBC Rules and any governing labor contracts.

Each Provider shall be responsible for obtaining the original signed 2012-2013 SES Provider and SBBC Employee Disclosure Form for each SBBC employee who is also employed by the Provider.

_____	_____	_____
(Print Employee Name)	(Employee Signature)	(Date)

_____	_____	_____
(SES Provider Company)	(Name and Title of Provider Representative)	(Date)

Exhibit 15

School Board of Broward County (SBBC)
Supplemental Educational Services
Provider Staff Training Acknowledgement Form 2012-13

Please print or type the following information:

Name of Provider: _____

Name of Staff: _____, _____
Last First

Job Title: _____

I have been trained in

- ☐ SBBC Procedures and Guidelines for the Implementation of SES Program
- ☐ SBBC Code of Ethics and Conduct
- ☐ Child Abuse Reporting
- ☐ Accident/Incident Reporting
- ☐ Confidentiality of Student Information
- ☐ SBBC Emergency Procedures
- ☐ Student Emergency Contact Information
- ☐ Student Dismissal Procedures
- ☐ Student Sign In/Sign Out Procedures
- ☐ Student Attendance Recording
- ☐ Student Learning Plan (SLP) and Progress Report
- ☐ Pre-and Post-Assessment Procedure and Reporting
- ☐ Provider's SES Program and Curriculum
- ☐ Usage of Supplies and Equipment – I will only use supplies or equipment that belongs to the provider or myself.
- ☐ Instructional Materials and Supplies
- ☐ District Requirements and Procedures for Fingerprinting/Background Screening Clearance
- ☐ All State Mandated Training

Place Copy of SES Staff Identification Badge Here

- ✓ Badge must include:
- ✓ Name
- ✓ Title
- ✓ Photo
- ✓ Name of the Company
- ✓ Current School Year

I acknowledge that I have received training in all areas listed above. ☐Yes ☐No
I meet the educational requirements to work for this company under the capacity of:
☐ Employee ☐Tutor ☐Volunteer ☐Other_____
I have received instructional materials for program implementation (tutors only). ☐Yes ☐ No

_____ _____
Staff Signature Date

Staff Phone Number: _____ E-mail:_____

Provider Use Only:

I verify that the staff member named above has been properly trained in all areas checked. I understand that the staff will not begin offering services until approval is received from the SBBC NCLB Parental Choice Options office.

_____ _____ _____
Provider representative Name & Title (print or type) Signature Date

The School Board Of Broward County (SBBC)
Supplemental Educational Services (SES)
Provider Training Assurance Form 2012-13

Please print or type the following information:

Name of Provider: _____

As the authorized representative for this Provider, I certify that all the staff has been trained in the following areas:

1. SBBC Procedures and Guidelines for the implementation of SES Program
2. SBBC Code of Ethics and Conduct
3. Child Abuse Reporting
4. Accident/Incident Reporting
5. Confidentiality of Student Information
6. SBBC Emergency Procedures
7. Student Emergency Contact Information
8. Student Dismissal Procedures
9. Student Sign In/Sign Out Procedures
10. Student Attendance Recording
11. Student Learning Plan (SLP) and Progress Report
12. Pre- and Post-Assessment Procedures and Reporting
13. Provider's SES Program and Curriculum
14. Usage of Supplies and Equipment
15. Instructional Materials and Supplies
16. District Requirements and Procedures for Fingerprinting/Background Screening Clearance
17. All State Mandated Training

I also acknowledge that:

- ✓ No SES will be delivered by tutor prior to the tutor receiving background and drug screening clearance from SBBC.
- ✓ Instructional materials for program implementation were provided for all tutors.

I certify that I am an individual authorized to act on behalf of the organization or referenced above in submitting this Assurance as indicated on **Exhibit ?** and that all the information provided herein is true and accurate to the best of my knowledge. I verify that the attached list contains the name and title of all staff members that have been trained in all areas indicated above. I understand that the staff will not begin offering services until approval is received form SBBC Title I SES office. I further certify that this organization will continue complying with all staff training requirements during the duration of the services stipulated in the contractual agreement with SBBC, and that newly hired staff will be trained within 30 days of employment with this organization.

Provider Representative Name & Title (print or type)	**Signature**	**Date**

Print Form

AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER

THIS AGREEMENT is made and entered into as of this ~~24th~~ 16th day of ~~August~~ October, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Achieve HighPoints
(hereinafter referred to as "Provider"),
whose principal place of business is
4375 River Green Parkway, Suite 200, Duluth, GA 30096.

WHEREAS, SBBC is authorized by state and federal laws to enter into an agreement with the state-approved Supplemental Educational Services (SES) Providers for the aforementioned purpose; and

WHEREAS, the Provider is willing to provide SES to eligible students as agreed upon in the Student Learning Plan (SLP) **(Exhibit 1),** and eligible students are those students who have been identified by the SBBC and who meet specific requirements under State Statutes, and Title I; and

WHEREAS, the Provider desires to enter into this Agreement with SBBC, for the purposes of providing SES in compliance with applicable laws; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, the Provider has been approved by the State of Florida Department of Education (FLDOE) and has met the qualifications to be certified as an SES Provider; and

WHEREAS, the Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, the Provider is financially sound and otherwise capable of fulfilling its requirements to the SBBC, students and parents during the term of this contract; and

WHEREAS, 1008.331, Florida Statute outlines the following requirements for SES;

(a) Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Student Learning Plan how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);

(b) Requires the Provider to continue to provide SES to eligible students who are receiving such services until the designated end time as indicated in the SLP. SBBC cost shall not exceed the per student allocation based on the final award of funds from the Florida Department of Education and is subject to change.

(c) Requires a description of how the district, the student's parent(s) and teacher(s) will be regularly informed of the student's progress.

(d) Requires a provision for the termination of the Agreement if the Provider is unable to meet the goals and timetables required.

(e) Requires provisions with respect to making payments to the Provider by SBBC.

(f) Prohibits the Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

(g) Requires the SBBC to prioritize to the lowest performing students if there are not enough funds to provide services to all eligible students whose parents request the services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

2.02 Duration. The Provider will provide SES for the 2012 – 2013 school year with such services to be provided to eligible students upon approval by SBBC. The Provider must be able to provide services no later than October 15, 2012, contingent upon their receipt of their SBBC approved student enrollment list at least 20 days prior to the start date. In the event that the Provider's SES Agreement is approved by SBBC less than 20 days prior to October 15, the

Provider shall be afforded no less than 20 days from the date SBBC assigns students to the Provider to begin delivering services. If the Provider fails to start tutoring with at least 80% of students that SBBC assigns to the Provider, SBBC will reassign any students that have not started tutoring within 20 calendar days. Tutorial services must be completed by Sunday, March 31, 2013 unless otherwise agreed upon.

2.03 Evaluation/Follow-up Method. Evaluation of the Provider **(Exhibit 2)** shall be provided by SBBC to parents of students enrolled in SES. The SBBC will provide further evaluation of the Provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.04 Extent. The SES tutoring program shall be offered Sunday through Saturday as indicated on the Provider's state approved application. Length of sessions shall be offered as indicated on the SLP and the Provider's state approved application.

2.05 Location. All tutoring locations and sessions as described under the terms of this Agreement must be located and performed within Broward County, Florida.

2.06 Monitoring of the SES Program. SBBC's SES staff will monitor the Provider at various school locations and off-campus facilities where SES services are rendered. The SES staff will use the Supplemental Educational Services (SES) Monitoring Tool for Providers **(Exhibit 3)** to monitor the SES Provider's tutorial program at various school locations.

2.07 Parent/Guardianship. For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 Program Description. SES provides additional tutoring for the lowest performing students attending an eligible Title I school in grades K-8. Only Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire SBBC teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Parents may only select Providers on the state approved list for SES.

2.09 Reassignment of Students. A student who has been assigned to a Provider for twenty (20) calendar days who does not have an SBBC-approved Student Learning Plan will be reassigned to the parent's next choice of Provider. Further, a student who has an approved Student Learning Plan, but is not being actively tutored within twenty (20) calendar days of the enrollment with said company will be reassigned to the parent's next choice of Provider.

2.10 Request for Application (RFA) Process: The Provider will implement its SES program in accordance with all provisions of the application submitted by the Provider and approved by the FLDOE under the annual RFA process. These provisions include, but are not limited to, hourly rates, student/tutor ratios, staff qualifications and tutoring session duration. The Provider will submit to SBBC a hard copy and an electronic copy of its state-approved SES application.

2.11 Right to Withhold. SBBC may withhold payment to the Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC, the:

(a) Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.

(b) Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its SES program, work, or records.

(c) Provider has failed to submit the invoice to SBBC within 45 days of rendering SES services.

If SBBC gives notice of intent to withhold, the Provider shall have ten (10) working days from the day of receipt of said notice to correct such deficiencies and/or may invoke the dispute resolution provision herein.

2.12 Student Learning Plan (SLP).

(a) The SLP must be developed by the Provider, in consultation with the parent/guardian and SBBC, for each eligible student whose parent/guardian elects to receive SES. The Provider may utilize district assessment scores if scores are available for each eligible student whose parent elects to receive SES from the Provider. If SBBC's data and the Provider's pre-assessment identify different needs, the achievement goals and objectives should be revised in the SLP to reflect the needs identified through the Provider's pre-assessment. An SLP may not be submitted to SBBC for final approval until the Provider has met with the parents to discuss the student's present academic performance and a detailed description of the methods and strategies of tutorial instructions has been shared and reviewed by the parent.

(b) The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation Sunshine State Standards (NGSSS). In case of a student with disabilities, these goals must be consistent with the student's Individualized Education Program (IEP) under the Individuals with Disabilities Education Act (IDEA) or the student's 504 Plan (if applicable). The goals must also target the specific benchmarks as tested on the Florida Comprehensive Assessment Test (FCAT). The Provider shall submit three (3) or more objectives on each student's SLP. The Provider must frequently monitor students' progress and make students aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, start and end dates.

(c) The Provider agrees to complete SBBC's online SLP for each student assigned. The parent, Provider and SBBC must sign the SLP before tutoring services may begin. If a parent's signature cannot be obtained, the Provider agrees to submit the SLP and the Evidence of Attempt to Obtain a Parent Signature **(Exhibit 4)**. The SLP will be given a "pending approval" status prior to the beginning of tutorial services. The parent's signature must be secured on the SLP

prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent with an original parent signature.

(d) The SLP must be submitted to the Title I office at least five (5) business days prior to the start date for approval. The Title I SES staff must approve the SLP before tutorial services may begin. Any students without an approved SLP within twenty (20) days of assignment to a Provider will be removed from the Provider's list and reassigned to the parent's next choice. Changes in any SLP may only be made with the written consent of the parent/guardian in consultation with the Provider and approved by SBBC. The Provider, SBBC or parent/guardian may request a review of a SLP. The SBBC reserves the right to require modifications to the SLP. The Provider shall obtain written authorization from SBBC before terminating any SLP.

(e) Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate SBBC financially, nor shall SBBC incur any obligations or expense in excess of the per pupil allocation as determined by the FLDOE. The allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(f) The student's name and identification number must be printed on each page of the SLP.

(g) The Provider agrees to give a copy of the SLP signed by the parent to the SES facilitator for all assigned students.

2.13 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

RESPONSIBILITY OF THE PROVIDER:

2.14 Access to Records. The Provider shall provide access to its facilities for periodic monitoring of each student's instructional program. SBBC representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview providers, and review students' progress including the behavior intervention plan, if any.

The Provider shall provide access to records or reports, or other matters relating to the Agreement, upon request by the SBBC or appropriate federal agency. During the term of this agreement, and for five years thereafter, the Provider shall maintain detailed records of all services rendered pursuant to this Agreement, including student eligibility information, employee records, progress reports, lesson plans, invoices and all other documentation associated with providing SES to eligible students in the SBBC.

2.15 Accident/Incident Report.

(a) The Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. The Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

(b) The Provider must train all tutoring personnel in appropriate procedures for handing and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

(c) The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.16 Background Screening. The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

(a) All current SBBC employees hired by a SES Provider must secure a vendor badge for that company. The Provider must submit to the Title I Office a clear copy of the current vendor badge and complete the Background Check Waiver Form for SBBC Employees **(Exhibit 5)**.

(b) All non-SBBC employees must secure a vendor badge. The Provider must submit to the Title I Office a clear copy of the current vendor badge and also complete the SES Background Check Form for non-SBBC Employees **(Exhibit 6).**

(c) All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep updated background check forms and vendor badges on file with the Title I office throughout the terms of this agreement will result in nonpayment for services rendered and termination of this contract agreement.

2.17 Background Screening for On-line Services.

(a) Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The Provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statues.

(b) If the Provider fails to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Provider agrees to indemnify and hold harmless the SBBC; it's officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.18 Child Abuse Reporting.

(a) The Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. The Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Provider agrees that all staff members will abide by such laws in a timely manner.

(b) The Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under the Provider's supervision.

2.19 Code of Conduct.

(a) The Provider shall abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County **(Exhibit 7)** provided by the SBBC. The Provider and its employees are required to complete and submit the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County prior to the beginning of services.

(b) The Provider shall have all SBBC employees hired complete the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers **(Exhibit 8).**

(c) Administrators cannot be hired or compensated by the SES Provider. The Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers provided by the SBBC must be submitted prior to the start of tutorial services.

(d) Failure to abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County will result in a termination of this contract.

2.20 Compensation.

(a) The cost of tutorial services shall not exceed the per pupil allocation amount of $1147.00. This allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(b) The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on the Provider's approved SES application with the FLDOE. The Provider will receive payment when tutorial services for which payment is requested have been performed satisfactorily in full and verified.

(c) SBBC is not obligated to pay for unsatisfactory services. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

(d) The Provider must provide services for students only provided by SBBC. Payment will not be rendered for students that are not approved by the Title I office.

(e) The Provider shall limit tutoring to two (2) hours per day and a maximum of ~~to~~ six (6) hours per week. Instruction shall be provided beyond the regular school day. Tutoring that extends beyond six (6) hours per week will not be paid by SBBC. The Provider will be paid only for sessions students attend.

(f) The SBBC is not obligated to communicate or render payment to any third person or entity.

2.21 Compliance with Policies and Laws. The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement. The Provider must also ensure that the SES is in compliance with federal/state laws and District

Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

2.22 Confidentiality of Student Records. The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.23 Conflict of Interest. The Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. The Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.24 Contact Parents. The Provider must immediately contact the parent of any student who misses two or more days. The Provider must implement interventions for students who are habitually absent. Additionally, upon a student's completion of his/her SES program a parent shall be contacted by the Provider and informed of the program's completion.

2.25 Control of Students.

(a) The Provider, while providing services, shall be responsible for the control and safety of students from the time the student arrives for services until the student is placed under control of the parent/guardian or other approved caregiver, at the end of service. The Provider must escort all students to the proper caregiver or approved means of transportation at the end of the service. The Provider must check the ID of the person picking up the student to make sure it matches an individual allowed to care for that child.

(b) The Provider is obligated to supervise its students and employees before, during and after the provision of SES. All supervision and care is at the expense of the Provider. This Agreement may be cancelled if the Provider fails to supervise its students and employees.

(c) If the District, Principal or Principal Designee becomes aware of an instance when the Provider has failed to properly supervise its students or employees at the school, SBBC, Principal or Principal Designee will give written notice to the Provider. The Provider will have twenty-four (24) hours to correct the problem. If the Provider fails to correct the problem within twenty-four (24) hours from receipt of the Principal's notice, then the Principal is authorized to cancel the facilities Agreement without further notice.

2.26 Delivery Model. The Provider shall be secular, neutral, and non-ideological in instruction and content. The Provider shall assume responsibility for supervision and care of students during the times that students are in its care and will further ensure that students are supervised before and after SES tutoring sessions have been completed. All supervision and care is at the expense of the Provider.

2.27 Disputes. Disputes between the SBBC and the Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31st Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.28 Facility Access. The Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview the Provider, and review each student's progress. The Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.29 Hired Staff and Tutors. All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep ID files updated and submitted to the Title I office throughout the terms of this Agreement will result in nonpayment for services rendered and termination of this Agreement.

Due to the inability of an international background check to be completed by the Florida Department of Law Enforcement, Federal Bureau of Investigation, or other United States law enforcement agency, no tutors residing outside of the United States will be permitted to tutor in Broward County. The Provider is required to hire a lead teacher at all sites with more than twenty (20) students. The Provider agrees to abide by the SBBC's Personnel Hiring Guidelines for SES Providers **(Exhibit 9).** Failure to abide by the Personnel Hiring Guidelines will result in a termination of this contract.

2.30 Incentives. The Provider must limit student incentives as follows:

(a) Must not exceed a total of fifty dollars ($50.00) per student for all incentives;

(b) Incentives must be earned by achievement or attendance;

(c) The Provider may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign-up. Only students assigned to a Provider may be informed of achievement or attendance incentives;

(d) Per Section 1008.331, Florida Statues, Supplemental Educational Services in Title I schools, a Provider may not provide incentives to entice a student or a student's parent to choose a Provider.

2.31 Inspection and Audit. SBBC, its auditors and representatives, Florida Department of Education and USDE, its auditors and representatives shall have the right to examine and inspect such records at any time. The Provider shall cooperate with all reasonable requests to inspect records.

2.32 Insurance Coverage and Minimum Requirements. The Provider shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum

insurance, the SBBC shall not be deemed or construed to have assessed the risk that may be applicable to the SES provider. The SES provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The SES provider is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

2.33 Insurance - Verification of Coverage. Proof of the required insurance must be furnished by the Provider to SBBC Risk Management Division by Certificate of Insurance within 15 days of notification of award by SBBC. The certificate of insurance must contain a provision for written notification to SBBC in accordance with policy provisions as outlined in the current ISO ACORD 25 (2010/05) form. All certificates and endorsements must be received and approved by SBBC before any work commences to permit Provider time to remedy any deficiencies. All coverages are required to be first dollar without application of deductible, unless otherwise stated. If multiple entities/locations are insured under a single policy each coverage limit must apply separately. Only the named insured on the contract will be accepted on the Certificate of Insurance.

(a) Acceptability of Insurance. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(b) Commercial General Liability - Broad form coverage including all risk associated or arising out of services provided under this contract:

General Aggregate $ 1,000,000
Each Occurrence Limit $ 1,000,000

The School Board of Broward County, Florida, its' members, officers, employees and agents shall be listed as Additional Insured and such coverage shall be no more restrictive than the latest edition of ISO form CG 20 10.

(c) Automobile Liability - Coverage shall not be any less restive than the standard ISO Business Auto Policy CA 00 01. The policy Named Insured *MUST* list the SES Provider Company Name, not an individual's name.

Owned Auto*
Non-owned Auto
Hired Auto
Bodily Injury/Property Damage (Each Accident) $1,000,000

In the event the company does not own any vehicles, we will accept Hired and Non-Owned coverage in the amounts listed above. In addition, we will require a notarized Owned Auto Affidavit signed by the company.

(d) Workers' Compensation – must be provided for all of its employees in compliance with Chapter 440, Florida statutes:

Coverage A (Workers' Compensation) Statutory
Coverage B (Employers Liability) $100,000 each accd/$100,000 disease, each employee/$500,000 disease policy limit

Currently, in the state of Florida, Workers' Compensation coverage is required for all entities with more than three (3) full and/or part-time employees. We require a notarized Workers'

Compensation affidavit signed by a company officer for all companies that do not require this coverage.

(e) Professional Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Annual Policy Aggregate $2,000,000
Max. Deductible $25,000

(f) Sexual Abuse / Molestation Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Max. Deductible $25,000

(g) Certificate of Insurance Information. Prior to the commencement of any work, as evidence of required coverage the Insured must provide a Certificate of Insurance to: SBBC Risk Management Division. (For SES Tutoring Title I participants, fax certificate of insurance to Risk Management at 866-898-4527.)

(h) The Liability policies are to contain the following provisions. In addition the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement number is: _____.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. 30 days written notice will be given to SBBC Risk Management Division prior to any material changes or for cancellation prior to the expiration date OR policy cancellation provisions must be submitted with certificate of insurance.

(i) If multiple entities/locations are insured under a single policy, each coverage limit must apply separately to each entity/ location. The following wording must be included on the Certificate of Insurance: **Coverage limits apply separately to each entity/location per endorsement #** _____. (Only the named insured on the contract will be accepted as the named insured on the Certificate of Insurance.)

2.34 Location of Services.

(a) All tutoring and physical locations for services must be performed and located in Broward County, Florida. The Provider shall notify SBBC of the names and addresses of all schools, centers and other locations where the Provider's services will be offered. The list of Provider's tutoring sites shall be boldly printed on all marketing materials intended for use at SES Provider Fairs. A Provider who participates in SES Provider Fairs, individual school open houses or registration campaigns shall conspicuously post the locations of its tutoring programs.

(b) The Provider may only post school locations where leases have been obtained and officially approved by SBBC.

2.35 Marketing Requirements. All marketing materials must be submitted to and approved by the Title I office.

(a) All materials distributed to parents must include the following statement:

"In order for your child to be eligible for Supplemental Educational Services (SES), your child must attend a Title I school for the 2012 – 2013 school year and have scored a Level 1 or Level 2 on the Florida Comprehensive Assessment Test (FCAT)."

(b) The Provider agrees to print the following notice at the top of materials distributed to parents in all caps, at least 12-point font. DISTRIBUTION DOES NOT IMPLY ENDORSEMENT OR RECOMMENDATION BY BROWARD COUNTY PUBLIC SCHOOLS.

(c) The Providers agrees that all marketing materials including posted materials used to promote SES in Broward County shall be translated into Spanish and Haitian-Creole.

(d) Any marketing materials found by SBBC on its property and/or at any of its sponsored events that do not include the aforementioned disclaimers will be seized and disposed of by personnel of the SBBC.

(e) The Provider may list the eligible SES schools where the Provider will be providing SES.

(f) Failure to comply with all marketing requirements will result in this contract becoming null and void.

2.36 Meetings. The Provider must attend the Annual Orientation Meeting to discuss the Provider obligations for the 2012-2013 school year. The Provider is also obligated to attend regular scheduled technical assistance meetings throughout the year.

2.37 Minimum Per Site.

(a) The Provider agrees to provide services to students from any eligible school where at least ___1 ___ parents have selected services from the said Provider and students have been assigned the same.

(b) If the Provider withdraws from offering services to the SBBC students and the minimums per school set by the Provider have been met, the SBBC shall report the Provider to the FLDOE. The Provider shall be immediately removed from providing services for the current school year for SBBC.

2.38 Monthly Invoices. The Provider shall submit monthly invoices to the Title I Office for services rendered. Invoices must be generated from SBBC's SES database and shall be submitted on or before the last day of the following month of services rendered. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than Tuesday, April 30, 2013.

(a) Invoices received after the last day of the billing month shall be assessed a fee of $60.00. An additional fee of $5.00 will be assessed for each day thereafter.

(b) Invoices received 15 calendar days after the last day of the billing month shall be assessed a fee of $10.00 per day.

(c) Invoices returned to the Provider for corrections shall be assessed a fee of $60.00 for the first occurrence

(d) Invoices returned to the Provider for corrections shall be resubmitted to SBBC within five (5) business days; otherwise, the Provider shall be assessed a fee of $10.00 per day beyond the 5th day.

(e) Invoices returned to the Provider for corrections more than one time shall also be assessed a fee of 1% of the total invoice amount.

For each monthly invoice, the Provider shall submit:

(a) A SBBC approved Invoice Cover Form **(Exhibit 10)**

(b) An invoice generated by SBBC's SES database.

(c) The original Monthly Attendance and Payment Record provided by the SBBC to the Title I office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, school, name of the Provider and telephone number, location of tutoring services, tutor/instructor's name, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign the Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The attendance records must be alphabetized according ~~by~~ to the name of the students on the invoice.

(d) A SBBC approved Daily Sign-In Sheet must be included for each student for whom the Provider is seeking payment for services rendered. The Daily Sign-In Sheet must include the company's name, the student's first and last name, location of services, name of tutor, month of service, days of service, subjects tutored and session times. The student must sign-in each day of tutoring and include the date. The student's name must be in his or her own handwriting. Free tutoring sessions shall not be indicated on the Daily Sign-In Sheet. For online services only, a detailed time log is required in lieu of the Daily Sign-In sheet.

(e) A progress report generated from SBBC's database for each student listed on the invoice.

(f) All documents or forms used to report attendance, student progress, and invoices shall remain free of white out and overwriting. Documents must be original and free from excessive strikethroughs and/or alterations of any type. Failure to provide the information as stated above will result in nonpayment of monthly invoices until all documents and/or reports adhere to the language above.

(g) The Provider shall not invoice the district for pre- and post- testing, and SBBC shall not fund pre- or post testing.

(h) The Provider shall limit tutoring to six (6) hours per week and shall not conduct tutoring beyond 8:00 p.m. Tutoring that extends beyond these limits will not be paid by SBBC.

(i) The Provider shall not provide tutoring beyond the contracted allotment and no "free hours" of tutoring will be allowed. No additional hours are permitted to be offered to students in excess of the hours written on the student's SLP. SBBC funds will be used exclusively to provide tutoring for students. Additional hours offered to parents without cost constitutes an incentive, which is prohibited by Section 1008.331, Florida Statues.

(j) Only documentation recorded on forms provided by SBBC will be paid by SBBC.

(k) The Provider will not have access to SBBC's resources (copying, office space, computer and equipment) to complete requirements related to providing SES services to students or invoicing.

2.39 Pre- and Post-Tests. All students must be administered the state approved pre-test as outlined in the Provider's state-approved application, prior to the first day of tutoring and the state approved post-test after the last session of tutoring.

(a) The Provider shall submit a summary of all pre- and post-test results. The summary must be correlated to the NGSSS as it relates to the goals and benchmarks stated in the SLP.

(b) A pre-test summary for each student must be submitted with the first invoice and a post-test summary with the invoice after the student completes the SES tutorial program. The post test summary shall also include the pre test scores.

(c) Failure to provide a pre- and post-test summary for each student will result in a fee assessment. A fee of $5.00 will be assessed for each missing or inaccurate pre- and/or post-test summary. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each pre- and/or posttest summary that is not corrected and returned within 5 days to the Title I SES office.

(d) The Provider shall only invoice for the actual time spent tutoring the student. The Provider shall not invoice the district for pre and post-testing, and SBBC shall not fund pre- or post-testing. The invoice will remain unpaid until all pre- and/or post-test summaries adhere to the language above.

2.40 Progress Report. The Provider shall provide a Progress Report **(Exhibit 11)** for each student to whom the Provider services under this Agreement. The Provider shall, on a monthly basis, send SBBC, student's school and parent(s) a written report describing the student's progress, including interim, pre and post assessment results. The Progress Report shall be legible, comprehensive and in a uniform format. The Provider shall be responsible for providing translation services whenever practicable, in the event that a parent requires translation of the student's Progress Report. The Provider shall maintain written proof of such translations.

The Progress Report must be based on the goals written in the SLP and identify specific academic progress made toward those goals. The Provider shall complete and maintain the online Progress Report in the SES database. The Progress Report must include the following information as reflected in the FLDOE requirements:

(a) Appropriate spelling & grammar usage

(b) Quantitative data and/or scores based on an assessment which reflect change in the student's performance level related to the goals set for the student

(c) Statements of relevant academic achievements related to the selected goals and objectives

(d) Appropriate and detailed parent friendly report of progress.

(e) Failure to provide the information as stated above will result in a fee assessment for each progress report that is void of the information listed. A fee of $5.00 will be assessed for each progress report declined by the SBBC. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each progress report that is not corrected and returned within 5 days to SBBC's SES office. Invoices will remain unpaid until all progress reports adhere to the language above.

2.41 Prohibition of Defaming. The Provider shall not defame or discredit the SBBC in any way. Failure to abide will result in termination of this Agreement.

2.42 Prohibition of Lobbying. The Provider shall not lobby or market on SBBC's property without permission from school administrators or the Title I office. Failure to comply will result in termination of this Agreement.

2.43 Record of Attendance. The Provider shall maintain a Daily Student Sign-In sheet and a Monthly Attendance and Payment record and a portfolio of student services.

(a) The Daily Student Sign-In **(Exhibit 12)** must include the month, name of company, student's first and last name, student identification number, location of tutorial services, first and last name of tutor, subject(s), session time(s), date of each session and the student's original signature.

(b) The daily attendance as indicated on the Daily Sign-In sheet shall be entered and maintained in SBBC's SES database and must be entered each day as services are rendered.

(c) The Monthly Attendance and Payment Record **(Exhibit 13a)** for each student tutored at a school must be maintained and submitted to the on-site SES facilitator the first of each month for the preceding month.

(d) The Monthly Attendance and Payment Record **(Exhibit 13b)** for each student tutored off school campus must be reviewed with the parent and must also contain the parent's original signature.

(e) The Provider shall submit the original Monthly Attendance and Payment Records provided by SBBC to the Title I Office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, name of school, name of the Provider and telephone number, location of tutoring services, first and last name of tutor, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The Provider is paid only for sessions students attend. The Provider shall permit access to and/or a copy of such records to SBBC upon request.

(f) Failure to provide the Monthly Attendance and Payment Record as stated above will result in a fee assessment for each Monthly Attendance and Payment Record that is void of the information listed. A fee of $10.00 per Monthly Attendance and Payment Record will be assessed for each returned Monthly Attendance and Payment Record. The Provider shall be assessed a fee of $15.00 per day beyond the 5th day for each Monthly Attendance and Payment Record that is not returned within 5 days to the parents, school and district SES office. Invoices will remain unpaid until all Monthly Attendance and Payment Record adhere to the language above.

2.44 Reimbursement for Fraud. The Provider will reimburse to SBBC, or SBBC may withhold from the Provider, the amount of any fees or penalties that are paid by SBBC to the state or federal government because of a finding in an investigation or audit by a state or federal auditor that the Provider has committed fraud.

2.45 SBBC Employee Disclosure. All SBBC employees hired by the Provider must complete the SES Provider and SBBC Employee Disclosure form **(Exhibit 14).** Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance to SBBC Rules and any governing labor contracts. The Provider agrees to submit all original signed SES Provider and SBBC Employee Disclosure forms to the Title I Office. Failure to disclose all SBBC employees will result in a termination of this contract.

2.46 SES Database. The Provider agrees to utilize SBBC's online SES database to develop the SLP, Monthly Attendance and Payment Record, progress report information and invoice. The Provider agrees to update SBBC's SES database daily as services are rendered.

2.47 Statement of Goals and Objectives. The Provider shall develop, in consultation with parents, a statement of specific goals and objectives for each eligible student whose parent elects to receive SES.

(a) The goals set forth in the SLP must address specific deficiencies of the student. All goals must be related to the NGSSS and be consistent with the students' Individual Education Plan and/or the student's 504 plan, if applicable.

(b) The Provider shall submit three (3) or more objectives on each student's SLP. Each objective must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve.

(c) The Provider must frequently monitor students' progress and make parents aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, and start and end dates. Each parent/guardian and SBBC shall approve the statement of goals for the student. The Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian. This Agreement may be terminated if the Provider is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

2.48 Student Records and Security of Records. All student records shall be kept in a secure location, preventing access by unauthorized individuals. The Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. The Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. The Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC.

The Provider shall turn over to SBBC all student records for eligible students to whom the Provider has rendered SES services if SBBC terminates this Agreement.

2.49 Subcontract and Assignment. The Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with the Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

2.50 Supplies, Equipment and Facilities.

(a) The Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her SLP. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

(b) The Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. The Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

(c) Should the Provider enter into a separate agreement with SBBC for use of SBBC school facilities, such use shall constitute a revocable license and the Provider agrees to immediately vacate the premises upon the written demand of the SBBC, Principal or Principal Designee. The Provider shall not assign more than two (2) tutors per classroom leased for tutoring, including non-district premises.

2.51 Timeline for Services.

(a) It is the intention of SBBC to release the list of eligible students to the Provider at the earliest possible date, but no later than September 25, 2012. Upon receiving the eligible student list, the Provider will consider the number of students listed and agree to notify SBBC five (5) calendar days if it wants to serve the students. If the Provider fails to notify SBBC within the five (5) day period, this Agreement will be void, and the district will remove all names assigned to the Provider.

(b) The Provider must complete the SLP agreement process and commence service with 80 percent of students on its list within 20 calendar days or by October 15, whichever date comes first. If the Provider fails to serve at least 80 percent of its students in the manner described herein, SBBC will reassign un-served students to an alternate Provider.

(c) Once the SBBC has assigned the minimum number of students per school, the Provider shall serve the students from that school, irrespective of the school's location. The Provider's failure to serve students at a location designated by the Provider shall void this Agreement with SBBC.

(d) The Provider agrees to make at least three (3) attempts to contact the parent of an assigned student. The Provider shall document such attempts in writing before the Provider indicates the student cannot be served and requests that the student be removed from their list of assigned students. Such documentation must be submitted to the Title I office.

2.52 Transportation.

(a) Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

(b) Schools must be given written notice regarding transportation agreements between parent and the Provider prior to the first day of tutoring. The written notice must include student's name, grade, school, transportation days, time, name of parent giving permission and any other pertinent or applicable information.

2.53 Tutor Training.

(a) The Provider shall maintain a Staff Training Staff Acknowledgement Form **(Exhibit 15)** for all hired tutors.

(b) The Provider shall train all tutors on the administration of the Provider's SES program and the SBBC's SES procedures as provided at the Annual Provider Meeting and Technical Assistance Meetings.

(c) The Provider must sign the tutor-training log verifying all tutors have been trained in the procedures, have signed SBBC Code of Ethics and have received the appropriate tutoring materials necessary to implement the Provider's SES program as documented on the Provider's state approved SES application.

(d) The initial tutor-training log must be submitted to SBBC no later than September 25, 2012, with additional submissions as training sessions are provided.

(e) The tutor-training log will be used by SBBC to verify that the trained tutors have been cleared through a Level II Background Check.

(f) The Provider shall submit copies of the agendas and training manuals/materials to SBBC.

(g) The training log must include all items listed on the Provider Trainer Assurance Form **(Exhibit 16).**

2.54 Tutoring Limits. The Provider shall limit tutoring to two (2) hours per day, maximum six (6) hours per week. Instruction shall only be provided beyond the regular school day. The Provider agrees to not start tutoring after 7:00 p.m.

2.55 Tutoring Services. The Provider must deliver services in compliance with the Provider's state approved application.

(a) The Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students.

(b) The Provider will ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

(c) The Provider shall provide SBBC with a list of their State approved curriculum, supplemental materials and assessments to be used by the tutors prior to the start of tutoring.

(d) The Provider will use highly qualified instructors to provide instruction as required in the Provider's SES application approved by the Florida Department of Education.

2.56 **Inspection of Provider's Records by SBBC.** Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Provider Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Provider or any of Provider's payees pursuant to this Agreement. Provider's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Provider's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Provider's Records Defined. For the purposes of this Agreement, the term "Provider's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Provider pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Provider reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute

grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Provider. If the audit discloses billings or charges to which Provider is not contractually entitled, Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Provider pursuant to this Agreement and such excluded costs shall become the liability of Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.57 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To the Provider:
Achieve Highpoints
Name of Other Party
4375 Rivergreen Pkwy Ste #200
Address
Duluth, GA 30096
Address

With a Copy to:

Name to be provided by Other Party

Address

Address

2.58 Indemnification. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Provider: Provider agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Provider, its agents, servants or employees; the equipment of Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Provider, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party

by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is

exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 Student Records. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

This portion intentionally left blank.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Ann Murray, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROVIDER

(Corporate Seal)

Achieve HighPoints
Insert Full Legal Name of the Corporation, Agency or Other Legal Entity

ATTEST:

By _____ 9-6-12
Devina Singh, SES Administration

_____, Secretary

-Or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Georgia

COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me this 6th day of September, 2012 by Claudia Pardue of
Name of Person

Achieve Highpoints, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced Driver License as
Type of Identification

identification and did/did not first take an oath.

My Commission Expires:

(SEAL)

CLAUDIA J PARDUE
MY COMMISSION EXPIRES
NOTARY PUBLIC
MARCH 27, 2014
GWINNETT COUNTY, GEORGIA

_____
Signature – Notary Public

Claudia Pardue
Printed Name of Notary

3/27/2014
Notary's Commission No.

2. Performance Measures For Meeting Goals

Provider will measure the student's progress in meeting the goals as follows

[Insert description - for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the goals fit with the student's IEP.]

3. Timeline for Improving Achievement

District, provider, and parent have set the following timeline for improving the student's achievement

Sessions per Week

Session Duration

Start Date

End Date

Instruction Type

Days of Week: ☐ M ☐ T ☐ W ☐ Th ☐ Fr ☐ Sa ☐ Su

Current School Year: 2012

Total # of Sessions

Start/End Time

Total Hours

Session Location: Select One

Address

City

State: FL

Zip

4. Description of Services

Provider will give the student the following educational supplemental services

[Insert general description of program & procedures, also include method of delivery for example; tutoring, small classes, etc.]

5. Communication with Parents and District

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting methods - for example; written report on monthly basis.]

6. Confidentiality

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s)

Exhibit 1

7. Signatures

We hereby certify that we have read and understand this Supplemental Educational Services Statement of Goals.

Provider

Signature	Date
Printed Name	
Title	

Parent/Guardian

Signature	Date
Printed Name	Relationship

Parent/Guardian

Signature	Date
Printed Name	Relationship

SES Facilitator

Signature	Date
Printed Name	

Other

Signature	Date
Printed Name	
Title	

Save

Exhibit 2

Teacher: < name of teacher >

The School Board of Broward County, Florida
Title I, Migrant and School Improvement
701 N. W. 31st Avenue
Ft. Lauderdale, FL 33311

Date: May 1, 2013

To: **Parent of Students in SES Programs**
From: **Broward County Title I Supplemental Educational Services**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May 10, 2013.** For questions regarding the survey, please call 754-321-1406.

Student name: «FirstName» «LastName» **Grade level:** «GrdLvl»

School: «SchoolName»

Provider name: «ProviderName»

Check location of services: School_____ Home_____ Provider Facility_____ Public Facility_____

Subject(s) tutored by provider: «Subject» «Subject»

On a scale of 1 to 3, **whereas 1 is "Unsatisfactory," 2 is "Satisfactory" and 3 is "Outstanding"**, please **circle the number** that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section.

Questions	Circle one: Unsatisfactory	Satisfactory	Outstanding	Don't know
1. Did the provider give you and your child regular feedback on his or her learning? Comments:_____	1	2	3	☐
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments:_____	1	2	3	☐
3. Were you satisfied with the provider's instructors? Comments:_____	1	2	3	☐
4. As a whole, were you satisfied with the quality of the services your child received? Comments:_____	1	2	3	☐
Parents of students with disabilities *only*. This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS): 5. Were the services given to your child consistent with your child's IEP or IS? Comments:_____	1	2	3	☐
Parents of English-Language learners *only*. This question is only for parents of English-language learners: 6. Were the services given to your child appropriate for an English language learner? Comments:_____	1	2	3	☐
Parents of English-Language learners *only*. This question is only for parents of English-language learners: 7. Did the provider give notices, letters, and other information in your language? Comments:_____	1	2	3	☐

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

SES Provider: _____ Date of Observation: _____

School Site/Tutoring Location: _____ Begin Time: _____ End Time: _____

SES District Representative (Observer): _____

SES Tutoring Services

SES Facilitator's Name: _____ On site? Yes ❑ No ❑

Provider's Lead Teacher's Name: _____ On site? Yes ❑ No ❑

Name of Tutor(s)	Number of Students	Grade Level(s)	Subject Area	SLP Goals Targeted	Tutoring Location

PROGRAM MANAGEMENT/COMPLIANCE	Comments
1. Tutor/Provider staff is wearing appropriate vendor badge. Yes ❑ No ❑ NA ❑	
2. Provider's staff is on site before delivery of services and assumes responsibility of students before tutoring session. Yes ❑ No ❑ NA ❑	
3. Arrival, Dismissal and Emergency procedures are in place. Yes ❑ No ❑ NA ❑	
4. Snacks are provided outside of contracted tutoring time. Yes ❑ No ❑ NA ❑	
5. Procedures are in place for delivery of services if tutor is late or absent. Yes ❑ No ❑ NA ❑	

DELIVERY OF INSTRUCTION		Comments
Tutoring sessions begin and end as indicated on the SLP.	Yes ❑ No ❑ NA ❑	
Students are supervised during SES instructional time.	Yes ❑ No ❑ NA ❑	
Tutor is prepared with materials and begins on time.	Yes ❑ No ❑ NA ❑	
Instructional materials are available for all students.	Yes ❑ No ❑ NA ❑	

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

Instructional materials are individualized to students' academic needs.	Yes ❑	No ❑	_____
Tutor interacts with students, provides feedback, and manages student behavior.	Yes ❑	No ❑	_____
Tutor uses appropriate instructional strategies which are appropriate to the students' needs.	Yes ❑	No ❑	_____
Students are engaged and are able to ask questions.	Yes ❑	No ❑	_____
Make-up sessions are available for students who miss sessions.	Yes ❑	No ❑	_____

Student Records			**Comments**
Emergency Contact cards and release information is available.	Yes ❑	No ❑	_____
The emergency plan is available.	Yes ❑	No ❑	_____
Student Learning Plans are available.	Yes ❑	No ❑	_____
Broward County student daily sign-in sheets are evident and in use by students.	Yes ❑	No ❑	_____

Comments and Interviews

_____

_____

_____

_____

Follow-up monitoring visit recommended	Yes ❑	No ❑	
Monitoring visit discussed with Provider	Yes ❑	No ❑	Date: _____

_____ _____

Observer's Signature Date

Exhibit 4

School Board of Broward County (SBBC)
Supplemental Educational Services

Student Learning Plan (SLP)
Evidence of Attempts to Consult with Parent Form
2012-2013

Student Name: _____ ID Number: _____

School: _____ Grade: _____

Name of Provider (Print): _____

As a Provider you are required to make reasonable efforts to contact the parents of the above-named student regarding SLP consultation (three different attempts shall be considered reasonable). However, if after three attempts, you are unable to contact his/her parents unable to conduct a face-to-face meeting, or have consulted with the parent but have been unable to secure their signature; you may develop the SLP and submit this page to the Title I office for a "pending approval" status by indicating below the type of attempts and the dates when they occurred. The parent's signature must be secured on the SLP prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent and a "final approval" awarded.

FIRST ATTEMPT (Insert a √ in the appropriate column)					SECOND ATTEMPT (Insert a √ in the appropriate column)					THIRD ATTEMPT (Insert a √ in the appropriate column)				
Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe

I, as an authorized representative of _____(company's name), certify that the above information is true and accurate to the best of my knowledge and the parent(s) of the above-named student will be provided with a copy of the approved SLP and the Provider's contact information if the parents wish to discuss the plan.

Provider Representative Name: _____ Date: _____
(Print)

Provider Representative Signature: _____

Exhibit 5

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Waiver Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY **SBBC EMPLOYEES**	PRINT ALL INFORMATION		
LAST NAME	FIRST NAME	Badge Expiration Date	Name of School or Work Location
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			

Exhibit 6

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY NON-SBBC EMPLOYEES	PRINT ALL INFORMATION			
LAST NAME	FIRST NAME	Badge Expiration Date	Date of Birth (MM/DD/YYYY)	Social Security #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				

Exhibit 7

Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County 2012-13

Please be reminded that STATE APPROVED SES PROVIDERS and their staff serving Broward County Schools must adhere to the following Code of Professional Conduct and Ethics regarding Supplemental Educational Services (SES):

* SES Providers **shall not** compensate district employees personally in exchange for providing access to facilities, providing student lists, assisting with marketing or student recruitment to promote enrollment in a provider's program.

* SES Providers **shall not** request from district employees a list of students eligible to receive services, as this information would identify a student as eligible for Free and Reduced Lunch, which is in violation of the Family Educational Rights and Privacy Act (FERPA).

* SES Providers **shall not** employ district employees in the capacity of principal, assistant principal, district administrator, or SES Coordinator.

* SES Providers **shall not** pay school based SES facilitators to be facilitators for the provider.

* SES Providers **shall not** hire school personnel for any purpose other than instruction-related services (Tutor) or company/provider program coordinator (Provider Lead Tutor).

* SES Providers **shall not** offer parent or student any form of incentive for signing-up to receive services. Simple door prizes of a nominal value (approximately $5.00 per prize) and refreshments can be offered to potential students and their families, while attending school/district based informational sessions.

* SES Providers **shall not** overwhelm principals and school staff with e-mails or personal visits to discuss leases, student sign-up, hiring teachers and presentation of curriculum. Providers are encouraged to follow the district's process of contacting schools for information.

* SES Providers **shall not** distribute or make arrangements with school administrators, teachers or school support staff to send home, via backpack or mail, the Broward School's SES Enrollment Forms that has a provider's name pre-printed or handwritten as part of the form or flyers endorsing a specific SES program.

* SES Providers **shall not** use school staff to market or promote their program to parents or students.

* SES Providers **shall not** modify any SES enrollment form completed by a parent.

* SES Providers **shall not** pre-print, photo copy, modify or distribute the enrollment form with the provider's name.

* SES Providers **shall not** mislead parents regarding the enrollment process.

* SES Providers **shall not** contact parents on behalf of the district to inform them about SES services

* SES Providers **shall not** submit enrollment forms to the district office. All enrollment forms must be returned to the school. School staff will submit forms to the Title I Office.

* SES Providers **shall not** mislead parents regarding the number of hours of service available based on the per pupil allocation and the published rate per hour.

* SES Providers **shall not** post signs, pass out flyers or implement any other marketing strategies on school or district property, as this creates a disruption, which prevents the school from operating in a safe and orderly manner.

* SES Providers **shall not** create or pass out flyers/signs that has school or district information that is inaccurate or suggests that the District is promoting an SES Provider's company.

* SES Providers **shall not** misquote or misrepresent District or school staff.

* SES Providers **shall not** encourage students/parents to switch Providers once enrolled. A student is considered enrolled once the District has issued the formal student / Provider list.

* SES Providers **shall not** implement a rewards program for attendance and/or achievement that is not part of the provider's state-approved program (rewards for student's performance up to $50.00 can be offered per student per year).

* SES Providers **shall not** interact with each other in an unprofessional manner in the presence of students, parents, school personnel, and district personnel during district and school sponsored activities.

ACKNOWLEDGEMENT OF RECEIPT OF THIS CODE OF PROFESSIONAL CONDUCT AND ETHICS FOR STATE APPROVED SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

Signing this form, acknowledges that I (representative of this company) have read the Code of Professional Conduct and Ethics regarding SES and agree to comply with these requirements. This company will also ensure that all employees and contracted entities are informed about their obligations in meeting the above Code of Professional Conduct and Ethics.

Signature of SES Provider's Representative _____ Print name of representative _____

Company Name of SES Providers (print) _____ Date _____

Form is due prior to October 15, 2011.
Originals only. Will not accept faxed or e-mailed copies.
Blue ink preferred for signature.

Exhibit 8

Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers 2012-13

1. Employees shall not campaign, recruit, solicit for, or otherwise work for the purpose of gaining students for the provider during hours of employment by the district. This includes talking to parents about a specific provider and the provider's program.

2. District employee shall not represent an SES provider during parent/student night, school functions at which the employee is required to attend by the district, or other school activities.

3. Employees shall not have access to student lists, phone numbers, free/reduced lunch lists, or other student information at any time to be used for the purpose of recruiting students for an SES provider. This is a violation of the Family Educational Rights and Privacy Act (FERPA).

4. Employees shall not use district materials and supplies, such as paper, pencils, books, computers, application software, printers, crayons, etc. for the purpose of administering the SES program, without prior written permission.

5. Employees of SES providers shall not have access to copiers, phones, or other equipment owned, leased or operated by the Broward County School District, even if the tutor is a Broward County School District employee.

6. District employees are not necessarily able to tutor in the classroom they are assigned to during the regular school day. Providers can request space at the school. Principals (with input from Area Offices) make the decision as to whether there is space available. Principal determines where the provider will be placed in the school.

7. SES providers are required to supply their tutors with all materials needed to implement and deploy the program described in the provider's request for application to the State of Florida.

8. Distribution of materials by providers to school staff requires the permission of the Principal of the school. Distribution of these materials can only take place before or after regular school hours.

9. Teacher or other employees shall not tutor any student who is assigned to that teacher during the regular school day, unless specific permission has been given by the district's SES office.

Signing this form, acknowledges that I have read the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers and agree to comply with these requirements.

Signature of SES Employee	Print name of Employee
Name of SES Company (print)	Date

SES Provider is responsible for retuning this form to the Title I Office within one week of employing a Broward School District employee. Failure to comply will result in termination of Provider's contract with SBBC.

Exhibit 9

School Board of Broward County, Florida
Personnel Hiring Guidelines for SES Providers

Criminal Records including Guilty Pleas (Regardless of Adjudication),
No Contest Pleas, Pre-trial Intervention/Diversion

This is not intended to be a complete list of all disqualifying criminal offenses.

I. Will Not Hire

- Extreme Violence (Aggravated assault/aggravated battery, murder, attempted murder)
- Sexual Offense (Lewd and Lascivious – Sexual Battery, Rape, Sex with a minor)
- Kidnapping
- False Imprisonment
- Child Abuse
- Pornography
- Extortion
- Manslaughter (Including Vehicular Homicide/Involuntary)
- Indecent Exposure if sexual in nature
- Currently on probation or has a case pending that is a DUI or criminal in nature

II. Will Not Hire – if offense less than 10 years old. Will consider and carefully review if older than 10 years

- Felony drug use
- Grand theft/robbery
- Burglary
- Felony Battery/assault
- Felony possession of a concealed weapon
- Welfare/Unemployment Fraud
- Forgery
- Arson
- Prostitution or Solicitation of Prostitution
- Grand larceny
- Other felonies not mentioned in Section 1

III. Will Not Hire – If offense is less than 5 years old. Will consider and carefully review if older than 5 years

- Multiple DUI's
- Misdemeanor drug and/or paraphernalia
- Possession of concealed weapon – misdemeanor
- Battery/Assault
- Resisting arrest with violence
- Domestic Violence

IV. Judgment – case by case review

- DUI – one incident only
- Sale of alcohol to minor
- Worthless checks
- Disorderly conduct
- Multiple criminal offenses
- Petty theft (theft to deprive/retail theft/shoplifting
- Trespassing/Loitering
- Arrest without violence
- Larceny
- Other criminal offenses

Exhibit 10

School Board of Broward County
2012 – 2013 Supplemental Educational Services
Invoice Cover Form

Directions: **Information on this form must be typed and signed in blue ink by the authorized representative of the SES Provider Company.**

Company Name: _____

To: Title I Office
701 NW 31st Avenue
Fort Lauderdale, FL 33311

Attn: Title I/SES Bookkeeper

Contact Person for invoice_____

Provider Phone #: ( ) _____

Provider Fax #: ( ) _____

Invoice Number: _____

Date: _____

Service Period (Month/Year)	Services Rendered	Title I use only
	Invoice Amount: $_____	Total Amount to be Paid $ _____
	Adjustments Hours of services will be removed and the invoice adjusted if the tutor(s) listed on the Monthly Attendance and Payment Record was/were not cleared prior to providing services, students did not sign the daily sign in sheet or the information is on the sign in sheet is missing or wrong, and/ or white out was used on any forms used for invoicing purposes. In addition, per the 2012 -2013 Agreement for Supplemental Educational Services (SES) Providers, the fees outlined below will be deducted from the invoice amount, if applicable. **SBBC reserves the right to withhold payment if a review reveals that the Provider has submitted overcharges.**	Original Invoice Amount: $ _____ Less Adjustments: $ _____ Total Amount: $ _____

Title I Use Only
If applicable, per the 2012- 2013 Agreement for SES Providers, the following fees will be assessed.

Adjustment(s)	Fee(s)	
Invoice submitted after the last day of the billing month	$ 60.00	
Invoice received 15 calendar days after the last day of the billing month	$ 10.00 per day	(10 X _____ day(s) = $_____ Total)
Invoice resubmitted due to errors (1st time)	$ 60.00	
Invoice resubmitted after the 5th business day of notification	$ 10.00 per day	(10 X _____ day(s) = $_____ Total)
Invoice resubmitted more than once	1% of the total invoice amount	(2% X _____ Total invoice = $_____ Total)
Incorrect/Missing attendance records, student sign-in sheets/ progress reports/test summary sheets	$ 5.00 per item	(5 X _____ per student = $ _____ Total)
Other fees:		

Please remit payment to:

Company Name: _____

Address: _____

City/State/Zip Code: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit 11

Broward County Schools Supplemental Educational Services
Progress Report 2012 – 2013

First	Last	Grade	Number	School	Provider

Year	Test	Subtest	Score

Test Name	Subject	Instr. Level	Objective	Post-score	Next Step

Date	Subject	Score	Measurement	Number	Provider

Subject	Type	Grade	Goal	Objective	Targeted Area	Mastered
						☐
						☐
						☐

Exhibit 12

The School Board of Broward County, FL
Supplemental Educational Services

Daily Student Sign-In
2012-13

Month: _____

Company's Name: _____

Student's Name: _____ ID# _____

Location of Tutorial Services: _____

Name of **Tutor**: _____

Subject (1) **(circle only 1): Reading Math Science** **Session Time:** _____ to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

Subject (2) **(circle only 1): Reading Math Science** **Session Time:** _____ to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

	Student Signature	**Date**	**Subject (R, M, S)**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

***Do not include free tutoring sessions on this attendance sheet.**

Exhibit 13a

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County, FL

Title I, Migrant & Special Programs Department

Monthly Attendance & Payment

First	Last	Student#	Addr1	Addr2	School	Tel#	Grd

Provider	Tutor Location	Street	City	State	Zip

Tutor Name **Begin Date** **End Date**

Indicate Math(M), Reading(R), and/or Science(S) for each day tutoring occurred. A minimum of 60 minutes per subject, round to the nearest 30 minutes. Invoice and attendance must be submitted by the 15th of the following month. One submittal per month.

1 M R S	2 M R S	3 M R S	4 M R S	5 M R S
6 M R S	7 M R S	8 M R S	9 M R S	10 M R S
11 M R S	12 M R S	13 M R S	14 M R S	15 M R S
16 M R S	17 M R S	18 M R S	19 M R S	20 M R S
21 M R S	22 M R S	23 M R S	24 M R S	25 M R S
26 M R S	27 M R S	28 M R S	29 M R S	30 M R S
31 M R S				

Calculate Attendance | Save | Delete Month | Minutes Remaining

Last Session Date

0.0000 Hours x Rate = $0.0000 | Maximum Allowed | Amount Used | Balance

Use Minutes Remaining

I certify, under penalty of perjury, that the above information is true and correct

Print name of parent or SES facilitator _____ Date _____

Signature of parent or SES facilitator _____

Signature of SES provider _____ Print NOT SAVED

Exhibit 13b

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
2012 - 2013 SES Monthly Attendance & Payment Record

Student's name: _____ **Date**_____

Student Number: _____ **School:** _____

Student's address: _____

Tutoring Location other than school:_____

SES Provider: _____ **Tel. #** _____

Beginning Date:_____ **Ending Date:**_____

Instructor's name: _____

1. Indicate (M)-Math, (R)-Reading, (S) Science 2. Enter length of each session 3. Tutor must initial each attendance date

Submit one record per month.

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	**Month:** _____			

Tutor Schedule: M T W T F S Sun (CIRCLE Tutoring Days)

Total Attendance: _____Hours _____Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Print name of parent: _____ Date_____

Signature of Parent: _____

Signature of SES Provider:_____

8/8/2012 – Title I Office

Only for in-home, provider or community facility tutorial sessions

Exhibit 14

2012 – 2013 SES Provider and School Board of Broward County (SBBC) Employee Disclosure

SBBC Policy 4202 – TUTORING states: BY MAINTAINING A HIGH QUALITY INSTRUCTIONAL STAFF AND PROVIDING A RICH, VARIED CURRICULUM, THE NEED FOR INDIVIDUAL TUTORING SHOULD BE MINIMIZED. EVERY EFFORT SHOULD BE MADE BY THE PRINCIPAL AND TEACHER(S) TO HELP THE STUDENT WITH EDUCATIONAL PROBLEMS BEFORE RECOMMENDING THAT PARENT(S) ENGAGE A TUTOR. IN ORDER TO COVER EXCEPTIONAL CASES WHERE IT MIGHT BECOME NECESSARY TO RECOMMEND INDIVIDUAL TUTORING, RULES AND REGULATIONS SHALL BE ESTABLISHED BY THE SUPERINTENDENT TO PROTECT BOTH THE SCHOOL BOARD OF BROWARD COUNTY AND TEACHER(S) FROM CHARGES OF CONFLICT OF INTEREST. THESE RULES AND REGULATIONS SHALL BE IN ACCORDANCE WITH ACCREDITATION STANDARDS FOR FLORIDA SCHOOLS, FLORIDA STATE BOARD OF EDUCATION ADMINISTRATIVE RULES AND/OR FLORIDA STATUTES.

RULES

1. A teacher may not receive compensation for tutoring any student while that student is assigned to one of his/her classes.

2. A music instructor may give private lessons to his/her own student(s) when other qualified tutors on the school's staff are not available in that subject area.

3. Broward teachers who receive compensation for tutoring shall not use public school facilities for such purpose. Private instruction by music instructors shall be an exception to this rule. Said instructors who tutor students in music in a SBBC facility must complete and have on file with his/her principal a rental lease agreement pursuant to the provisions of the Board Policy 1341 and a weekly schedule of lessons. The music instructor's fee for tutoring shall be established by the Superintendent in a schedule that shall be reviewed annually.

4. Individual tutoring for compensation by SBBC teachers shall not take place during the school day.

5. Work completed under private instruction shall not be accepted for credit unless strictly in accordance with Accreditation Standards for Florida Schools, Florida State Board of Education Administrative Rules and/or Florida Statutes. Parents shall be advised that individual tutoring shall not provide credit. If parent(s) persist in such assumption, the teacher shall not be held responsible.

6. Non-School Board guest clinicians/consultants may be used periodically and shall only be compensated pursuant to the provisions of the Board Policy 6302 - Use of Consultants. Board employees shall not request or receive money from students/parents to pay for said clinicians/consultants. Booster clubs may be requested to fund these activities pursuant to the school's internal account dollars.

7. The Superintendent is authorized to develop procedures to implement this policy.

_____, an approved SES Provider, acknowledges that it has engaged the services of _____, an employee of the SBBC, to provide SES to eligible students on behalf of the Provider in association with the 2012 - 2013 Contractual Agreement for SES Providers entered between the Provider and SBBC. Any activity conducted by the employee on behalf of the Provider shall occur during non-school board hours. SBBC shall not be considered a party to any employment agreement between the Provider and employee; however, the employee must conform to all SBBC Rules governing the conduct of it's SBBC employees at all times. Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance with the SBBC Rules and any governing labor contracts.

Each Provider shall be responsible for obtaining the original signed 2012-2013 SES Provider and SBBC Employee Disclosure Form for each SBBC employee who is also employed by the Provider.

_____	_____	_____
(Print Employee Name)	(Employee Signature)	(Date)

_____	_____	_____
(SES Provider Company)	(Name and Title of Provider Representative)	(Date)

Exhibit 15

School Board of Broward County (SBBC)
Supplemental Educational Services
Provider Staff Training Acknowledgement Form 2012-13

Please print or type the following information:

Name of Provider: _____

Name of Staff: _____, _____
Last First

Job Title: _____

I have been trained in

- ☐ SBBC Procedures and Guidelines for the Implementation of SES Program
- ☐ SBBC Code of Ethics and Conduct
- ☐ Child Abuse Reporting
- ☐ Accident/Incident Reporting
- ☐ Confidentiality of Student Information
- ☐ SBBC Emergency Procedures
- ☐ Student Emergency Contact Information
- ☐ Student Dismissal Procedures
- ☐ Student Sign In/Sign Out Procedures
- ☐ Student Attendance Recording
- ☐ Student Learning Plan (SLP) and Progress Report
- ☐ Pre-and Post-Assessment Procedure and Reporting
- ☐ Provider's SES Program and Curriculum
- ☐ Usage of Supplies and Equipment – I will only use supplies or equipment that belongs to the provider or myself.
- ☐ Instructional Materials and Supplies
- ☐ District Requirements and Procedures for Fingerprinting/Background Screening Clearance
- ☐ All State Mandated Training

Place Copy of SES Staff Identification Badge Here

- ✓ Badge must include:
- ✓ Name
- ✓ Title
- ✓ Photo
- ✓ Name of the Company
- ✓ Current School Year

I acknowledge that I have received training in all areas listed above. ☐Yes ☐No
I meet the educational requirements to work for this company under the capacity of:
☐ Employee ☐Tutor ☐Volunteer ☐Other_____
I have received instructional materials for program implementation (tutors only). ☐Yes ☐ No

_____ _____
Staff Signature Date

Staff Phone Number: _____ E-mail:_____

Provider Use Only:

I verify that the staff member named above has been properly trained in all areas checked. I understand that the staff will not begin offering services until approval is received from the SBBC NCLB Parental Choice Options office.

_____ _____ _____
Provider representative Name & Title (print or type) Signature Date

Exhibit 16

The School Board Of Broward County (SBBC)
Supplemental Educational Services (SES)
Provider Training Assurance Form 2012-13

Please print or type the following information:

Name of Provider: _____

As the authorized representative for this Provider, I certify that all the staff has been trained in the following areas:

1. SBBC Procedures and Guidelines for the implementation of SES Program
2. SBBC Code of Ethics and Conduct
3. Child Abuse Reporting
4. Accident/Incident Reporting
5. Confidentiality of Student Information
6. SBBC Emergency Procedures
7. Student Emergency Contact Information
8. Student Dismissal Procedures
9. Student Sign In/Sign Out Procedures
10. Student Attendance Recording
11. Student Learning Plan (SLP) and Progress Report
12. Pre- and Post-Assessment Procedures and Reporting
13. Provider's SES Program and Curriculum
14. Usage of Supplies and Equipment
15. Instructional Materials and Supplies
16. District Requirements and Procedures for Fingerprinting/Background Screening Clearance
17. All State Mandated Training

I also acknowledge that:

- ✓ No SES will be delivered by tutor prior to the tutor receiving background and drug screening clearance from SBBC.
- ✓ Instructional materials for program implementation were provided for all tutors.

I certify that I am an individual authorized to act on behalf of the organization or referenced above in submitting this Assurance as indicated on **Exhibit ?** and that all the information provided herein is true and accurate to the best of my knowledge. I verify that the attached list contains the name and title of all staff members that have been trained in all areas indicated above. I understand that the staff will not begin offering services until approval is received form SBBC Title I SES office. I further certify that this organization will continue complying with all staff training requirements during the duration of the services stipulated in the contractual agreement with SBBC, and that newly hired staff will be trained within 30 days of employment with this organization.

Provider Representative Name & Title (print or type)	**Signature**	**Date**

Print Form

AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER

THIS AGREEMENT is made and entered into as of this 16th day of October, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Community After School, Inc.
(hereinafter referred to as "Provider"),
whose principal place of business is
4900 Leitner Drive West,Coral Springs,Fl 33067.

WHEREAS, SBBC is authorized by state and federal laws to enter into an agreement with the state-approved Supplemental Educational Services (SES) Providers for the aforementioned purpose; and

WHEREAS, the Provider is willing to provide SES to eligible students as agreed upon in the Student Learning Plan (SLP) **(Exhibit 1),** and eligible students are those students who have been identified by the SBBC and who meet specific requirements under State Statutes, and Title I; and

WHEREAS, the Provider desires to enter into this Agreement with SBBC, for the purposes of providing SES in compliance with applicable laws; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, the Provider has been approved by the State of Florida Department of Education (FLDOE) and has met the qualifications to be certified as an SES Provider; and

WHEREAS, the Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, the Provider is financially sound and otherwise capable of fulfilling its requirements to the SBBC, students and parents during the term of this contract; and

WHEREAS, 1008.331, Florida Statute outlines the following requirements for SES;

(a) Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Student Learning Plan how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);

(b) Requires the Provider to continue to provide SES to eligible students who are receiving such services until the designated end time as indicated in the SLP. SBBC cost shall not exceed the per student allocation based on the final award of funds from the Florida Department of Education and is subject to change.

(c) Requires a description of how the district, the student's parent(s) and teacher(s) will be regularly informed of the student's progress.

(d) Requires a provision for the termination of the Agreement if the Provider is unable to meet the goals and timetables required.

(e) Requires provisions with respect to making payments to the Provider by SBBC.

(f) Prohibits the Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

(g) Requires the SBBC to prioritize to the lowest performing students if there are not enough funds to provide services to all eligible students whose parents request the services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

2.02 Duration. The Provider will provide SES for the 2012 – 2013 school year with such services to be provided to eligible students upon approval by SBBC. The Provider must be able to provide services no later than October 15, 2012, contingent upon their receipt of their SBBC approved student enrollment list at least 20 days prior to the start date. In the event that the Provider's SES Agreement is approved by SBBC less than 20 days prior to October 15, the

Provider shall be afforded no less than 20 days from the date SBBC assigns students to the Provider to begin delivering services. If the Provider fails to start tutoring with at least 80% of students that SBBC assigns to the Provider, SBBC will reassign any students that have not started tutoring within 20 calendar days. Tutorial services must be completed by Sunday, March 31, 2013 unless otherwise agreed upon.

2.03 Evaluation/Follow-up Method. Evaluation of the Provider **(Exhibit 2)** shall be provided by SBBC to parents of students enrolled in SES. The SBBC will provide further evaluation of the Provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.04 Extent. The SES tutoring program shall be offered Sunday through Saturday as indicated on the Provider's state approved application. Length of sessions shall be offered as indicated on the SLP and the Provider's state approved application.

2.05 Location. All tutoring locations and sessions as described under the terms of this Agreement must be located and performed within Broward County, Florida.

2.06 Monitoring of the SES Program. SBBC's SES staff will monitor the Provider at various school locations and off-campus facilities where SES services are rendered. The SES staff will use the Supplemental Educational Services (SES) Monitoring Tool for Providers **(Exhibit 3)** to monitor the SES Provider's tutorial program at various school locations.

2.07 Parent/Guardianship. For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 Program Description. SES provides additional tutoring for the lowest performing students attending an eligible Title I school in grades K-8. Only Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire SBBC teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Parents may only select Providers on the state approved list for SES.

2.09 Reassignment of Students. A student who has been assigned to a Provider for twenty (20) calendar days who does not have an SBBC-approved Student Learning Plan will be reassigned to the parent's next choice of Provider. Further, a student who has an approved Student Learning Plan, but is not being actively tutored within twenty (20) calendar days of the enrollment with said company will be reassigned to the parent's next choice of Provider.

2.10 Request for Application (RFA) Process: The Provider will implement its SES program in accordance with all provisions of the application submitted by the Provider and approved by the FLDOE under the annual RFA process. These provisions include, but are not limited to, hourly rates, student/tutor ratios, staff qualifications and tutoring session duration. The Provider will submit to SBBC a hard copy and an electronic copy of its state-approved SES application.

2.11 Right to Withhold. SBBC may withhold payment to the Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC, the:

(a) Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.

(b) Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its SES program, work, or records.

(c) Provider has failed to submit the invoice to SBBC within 45 days of rendering SES services.

If SBBC gives notice of intent to withhold, the Provider shall have ten (10) working days from the day of receipt of said notice to correct such deficiencies and/or may invoke the dispute resolution provision herein.

2.12 Student Learning Plan (SLP).

(a) The SLP must be developed by the Provider, in consultation with the parent/guardian and SBBC, for each eligible student whose parent/guardian elects to receive SES. The Provider may utilize district assessment scores if scores are available for each eligible student whose parent elects to receive SES from the Provider. If SBBC's data and the Provider's pre-assessment identify different needs, the achievement goals and objectives should be revised in the SLP to reflect the needs identified through the Provider's pre-assessment. An SLP may not be submitted to SBBC for final approval until the Provider has met with the parents to discuss the student's present academic performance and a detailed description of the methods and strategies of tutorial instructions has been shared and reviewed by the parent.

(b) The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation Sunshine State Standards (NGSSS). In case of a student with disabilities, these goals must be consistent with the student's Individualized Education Program (IEP) under the Individuals with Disabilities Education Act (IDEA) or the student's 504 Plan (if applicable). The goals must also target the specific benchmarks as tested on the Florida Comprehensive Assessment Test (FCAT). The Provider shall submit three (3) or more objectives on each student's SLP. The Provider must frequently monitor students' progress and make students aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, start and end dates.

(c) The Provider agrees to complete SBBC's online SLP for each student assigned. The parent, Provider and SBBC must sign the SLP before tutoring services may begin. If a parent's signature cannot be obtained, the Provider agrees to submit the SLP and the Evidence of Attempt to Obtain a Parent Signature **(Exhibit 4)**. The SLP will be given a "pending approval" status prior to the beginning of tutorial services. The parent's signature must be secured on the SLP

prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent with an original parent signature.

(d) The SLP must be submitted to the Title I office at least five (5) business days prior to the start date for approval. The Title I SES staff must approve the SLP before tutorial services may begin. Any students without an approved SLP within twenty (20) days of assignment to a Provider will be removed from the Provider's list and reassigned to the parent's next choice. Changes in any SLP may only be made with the written consent of the parent/guardian in consultation with the Provider and approved by SBBC. The Provider, SBBC or parent/guardian may request a review of a SLP. The SBBC reserves the right to require modifications to the SLP. The Provider shall obtain written authorization from SBBC before terminating any SLP.

(e) Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate SBBC financially, nor shall SBBC incur any obligations or expense in excess of the per pupil allocation as determined by the FLDOE. The allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(f) The student's name and identification number must be printed on each page of the SLP.

(g) The Provider agrees to give a copy of the SLP signed by the parent to the SES facilitator for all assigned students.

2.13 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

RESPONSIBILITY OF THE PROVIDER:

2.14 Access to Records. The Provider shall provide access to its facilities for periodic monitoring of each student's instructional program. SBBC representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview providers, and review students' progress including the behavior intervention plan, if any.

The Provider shall provide access to records or reports, or other matters relating to the Agreement, upon request by the SBBC or appropriate federal agency. During the term of this agreement, and for five years thereafter, the Provider shall maintain detailed records of all services rendered pursuant to this Agreement, including student eligibility information, employee records, progress reports, lesson plans, invoices and all other documentation associated with providing SES to eligible students in the SBBC.

2.15 Accident/Incident Report.

(a) The Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. The Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

(b) The Provider must train all tutoring personnel in appropriate procedures for handing and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

(c) The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.16 Background Screening. The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

(a) All current SBBC employees hired by a SES Provider must secure a vendor badge for that company. The Provider must submit to the Title I Office a clear copy of the current vendor badge and complete the Background Check Waiver Form for SBBC Employees **(Exhibit 5)**.

(b) All non-SBBC employees must secure a vendor badge. The Provider must submit to the Title I Office a clear copy of the current vendor badge and also complete the SES Background Check Form for non-SBBC Employees **(Exhibit 6).**

(c) All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep updated background check forms and vendor badges on file with the Title I office throughout the terms of this agreement will result in nonpayment for services rendered and termination of this contract agreement.

2.17 Background Screening for On-line Services.

(a) Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The Provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statues.

(b) If the Provider fails to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Provider agrees to indemnify and hold harmless the SBBC; it's officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.18 Child Abuse Reporting.

(a) The Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. The Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Provider agrees that all staff members will abide by such laws in a timely manner.

(b) The Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under the Provider's supervision.

2.19 Code of Conduct.

(a) The Provider shall abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County **(Exhibit 7)** provided by the SBBC. The Provider and its employees are required to complete and submit the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County prior to the beginning of services.

(b) The Provider shall have all SBBC employees hired complete the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers **(Exhibit 8).**

(c) Administrators cannot be hired or compensated by the SES Provider. The Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers provided by the SBBC must be submitted prior to the start of tutorial services.

(d) Failure to abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County will result in a termination of this contract.

2.20 Compensation.

(a) The cost of tutorial services shall not exceed the per pupil allocation amount of $1147.00. This allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(b) The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on the Provider's approved SES application with the FLDOE. The Provider will receive payment when tutorial services for which payment is requested have been performed satisfactorily in full and verified.

(c) SBBC is not obligated to pay for unsatisfactory services. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

(d) The Provider must provide services for students only provided by SBBC. Payment will not be rendered for students that are not approved by the Title I office.

(e) The Provider shall limit tutoring to two (2) hours per day and a maximum of ~~to~~ six (6) hours per week. Instruction shall be provided beyond the regular school day. Tutoring that extends beyond six (6) hours per week will not be paid by SBBC. The Provider will be paid only for sessions students attend.

(f) The SBBC is not obligated to communicate or render payment to any third person or entity.

2.21 Compliance with Policies and Laws. The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement. The Provider must also ensure that the SES is in compliance with federal/state laws and District

Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

2.22 Confidentiality of Student Records. The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.23 Conflict of Interest. The Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. The Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.24 Contact Parents. The Provider must immediately contact the parent of any student who misses two or more days. The Provider must implement interventions for students who are habitually absent. Additionally, upon a student's completion of his/her SES program a parent shall be contacted by the Provider and informed of the program's completion.

2.25 Control of Students.

(a) The Provider, while providing services, shall be responsible for the control and safety of students from the time the student arrives for services until the student is placed under control of the parent/guardian or other approved caregiver, at the end of service. The Provider must escort all students to the proper caregiver or approved means of transportation at the end of the service. The Provider must check the ID of the person picking up the student to make sure it matches an individual allowed to care for that child.

(b) The Provider is obligated to supervise its students and employees before, during and after the provision of SES. All supervision and care is at the expense of the Provider. This Agreement may be cancelled if the Provider fails to supervise its students and employees.

(c) If the District, Principal or Principal Designee becomes aware of an instance when the Provider has failed to properly supervise its students or employees at the school, SBBC, Principal or Principal Designee will give written notice to the Provider. The Provider will have twenty-four (24) hours to correct the problem. If the Provider fails to correct the problem within twenty-four (24) hours from receipt of the Principal's notice, then the Principal is authorized to cancel the facilities Agreement without further notice.

2.26 Delivery Model. The Provider shall be secular, neutral, and non-ideological in instruction and content. The Provider shall assume responsibility for supervision and care of students during the times that students are in its care and will further ensure that students are supervised before and after SES tutoring sessions have been completed. All supervision and care is at the expense of the Provider.

2.27 Disputes. Disputes between the SBBC and the Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31st Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.28 Facility Access. The Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview the Provider, and review each student's progress. The Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.29 Hired Staff and Tutors. All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep ID files updated and submitted to the Title I office throughout the terms of this Agreement will result in nonpayment for services rendered and termination of this Agreement.

Due to the inability of an international background check to be completed by the Florida Department of Law Enforcement, Federal Bureau of Investigation, or other United States law enforcement agency, no tutors residing outside of the United States will be permitted to tutor in Broward County. The Provider is required to hire a lead teacher at all sites with more than twenty (20) students. The Provider agrees to abide by the SBBC's Personnel Hiring Guidelines for SES Providers **(Exhibit 9).** Failure to abide by the Personnel Hiring Guidelines will result in a termination of this contract.

2.30 Incentives. The Provider must limit student incentives as follows:

(a) Must not exceed a total of fifty dollars ($50.00) per student for all incentives;

(b) Incentives must be earned by achievement or attendance;

(c) The Provider may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign-up. Only students assigned to a Provider may be informed of achievement or attendance incentives;

(d) Per Section 1008.331, Florida Statues, Supplemental Educational Services in Title I schools, a Provider may not provide incentives to entice a student or a student's parent to choose a Provider.

2.31 Inspection and Audit. SBBC, its auditors and representatives, Florida Department of Education and USDE, its auditors and representatives shall have the right to examine and inspect such records at any time. The Provider shall cooperate with all reasonable requests to inspect records.

2.32 Insurance Coverage and Minimum Requirements. The Provider shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum

insurance, the SBBC shall not be deemed or construed to have assessed the risk that may be applicable to the SES provider. The SES provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The SES provider is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

2.33 Insurance - Verification of Coverage. Proof of the required insurance must be furnished by the Provider to SBBC Risk Management Division by Certificate of Insurance within 15 days of notification of award by SBBC. The certificate of insurance must contain a provision for written notification to SBBC in accordance with policy provisions as outlined in the current ISO ACORD 25 (2010/05) form. All certificates and endorsements must be received and approved by SBBC before any work commences to permit Provider time to remedy any deficiencies. All coverages are required to be first dollar without application of deductible, unless otherwise stated. If multiple entities/locations are insured under a single policy each coverage limit must apply separately. Only the named insured on the contract will be accepted on the Certificate of Insurance.

(a) Acceptability of Insurance. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(b) Commercial General Liability - Broad form coverage including all risk associated or arising out of services provided under this contract:

General Aggregate $ 1,000,000
Each Occurrence Limit $ 1,000,000

The School Board of Broward County, Florida, its' members, officers, employees and agents shall be listed as Additional Insured and such coverage shall be no more restrictive than the latest edition of ISO form CG 20 10.

(c) Automobile Liability - Coverage shall not be any less restive than the standard ISO Business Auto Policy CA 00 01. The policy Named Insured *MUST* list the SES Provider Company Name, not an individual's name.

Owned Auto*
Non-owned Auto
Hired Auto
Bodily Injury/Property Damage (Each Accident) $1,000,000

In the event the company does not own any vehicles, we will accept Hired and Non-Owned coverage in the amounts listed above. In addition, we will require a notarized Owned Auto Affidavit signed by the company.

(d) Workers' Compensation – must be provided for all of its employees in compliance with Chapter 440, Florida statutes:

Coverage A (Workers' Compensation) Statutory
Coverage B (Employers Liability) $100,000 each accd/$100,000 disease, each employee/$500,000 disease policy limit

Currently, in the state of Florida, Workers' Compensation coverage is required for all entities with more than three (3) full and/or part-time employees. We require a notarized Workers'

Compensation affidavit signed by a company officer for all companies that do not require this coverage.

(e) Professional Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Annual Policy Aggregate $2,000,000
Max. Deductible $25,000

(f) Sexual Abuse / Molestation Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Max. Deductible $25,000

(g) Certificate of Insurance Information. Prior to the commencement of any work, as evidence of required coverage the Insured must provide a Certificate of Insurance to: SBBC Risk Management Division. (For SES Tutoring Title I participants, fax certificate of insurance to Risk Management at 866-898-4527.)

(h) The Liability policies are to contain the following provisions. In addition the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement number is: _____.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. 30 days written notice will be given to SBBC Risk Management Division prior to any material changes or for cancellation prior to the expiration date OR policy cancellation provisions must be submitted with certificate of insurance.

(i) If multiple entities/locations are insured under a single policy, each coverage limit must apply separately to each entity/ location. The following wording must be included on the Certificate of Insurance: **Coverage limits apply separately to each entity/location per endorsement #** _____. (Only the named insured on the contract will be accepted as the named insured on the Certificate of Insurance.)

2.34 Location of Services.

(a) All tutoring and physical locations for services must be performed and located in Broward County, Florida. The Provider shall notify SBBC of the names and addresses of all schools, centers and other locations where the Provider's services will be offered. The list of Provider's tutoring sites shall be boldly printed on all marketing materials intended for use at SES Provider Fairs. A Provider who participates in SES Provider Fairs, individual school open houses or registration campaigns shall conspicuously post the locations of its tutoring programs.

(b) The Provider may only post school locations where leases have been obtained and officially approved by SBBC.

2.35 Marketing Requirements. All marketing materials must be submitted to and approved by the Title I office.

(a) All materials distributed to parents must include the following statement:

"In order for your child to be eligible for Supplemental Educational Services (SES), your child must attend a Title I school for the 2012 – 2013 school year and have scored a Level 1 or Level 2 on the Florida Comprehensive Assessment Test (FCAT)."

(b) The Provider agrees to print the following notice at the top of materials distributed to parents in all caps, at least 12-point font. DISTRIBUTION DOES NOT IMPLY ENDORSEMENT OR RECOMMENDATION BY BROWARD COUNTY PUBLIC SCHOOLS.

(c) The Providers agrees that all marketing materials including posted materials used to promote SES in Broward County shall be translated into Spanish and Haitian-Creole.

(d) Any marketing materials found by SBBC on its property and/or at any of its sponsored events that do not include the aforementioned disclaimers will be seized and disposed of by personnel of the SBBC.

(e) The Provider may list the eligible SES schools where the Provider will be providing SES.

(f) Failure to comply with all marketing requirements will result in this contract becoming null and void.

2.36 Meetings. The Provider must attend the Annual Orientation Meeting to discuss the Provider obligations for the 2012-2013 school year. The Provider is also obligated to attend regular scheduled technical assistance meetings throughout the year.

2.37 Minimum Per Site.

(a) The Provider agrees to provide services to students from any eligible school where at least 4 parents have selected services from the said Provider and students have been assigned the same.

(b) If the Provider withdraws from offering services to the SBBC students and the minimums per school set by the Provider have been met, the SBBC shall report the Provider to the FLDOE. The Provider shall be immediately removed from providing services for the current school year for SBBC.

2.38 Monthly Invoices. The Provider shall submit monthly invoices to the Title I Office for services rendered. Invoices must be generated from SBBC's SES database and shall be submitted on or before the last day of the following month of services rendered. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than Tuesday, April 30, 2013.

(a) Invoices received after the last day of the billing month shall be assessed a fee of $60.00. An additional fee of $5.00 will be assessed for each day thereafter.

(b) Invoices received 15 calendar days after the last day of the billing month shall be assessed a fee of $10.00 per day.

(c) Invoices returned to the Provider for corrections shall be assessed a fee of $60.00 for the first occurrence

(d) Invoices returned to the Provider for corrections shall be resubmitted to SBBC within five (5) business days; otherwise, the Provider shall be assessed a fee of $10.00 per day beyond the 5th day.

(e) Invoices returned to the Provider for corrections more than one time shall also be assessed a fee of 1% of the total invoice amount.

For each monthly invoice, the Provider shall submit:

(a) A SBBC approved Invoice Cover Form **(Exhibit 10)**

(b) An invoice generated by SBBC's SES database.

(c) The original Monthly Attendance and Payment Record provided by the SBBC to the Title I office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, school, name of the Provider and telephone number, location of tutoring services, tutor/instructor's name, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign the Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The attendance records must be alphabetized according ~~by~~ to the name of the students on the invoice.

(d) A SBBC approved Daily Sign-In Sheet must be included for each student for whom the Provider is seeking payment for services rendered. The Daily Sign-In Sheet must include the company's name, the student's first and last name, location of services, name of tutor, month of service, days of service, subjects tutored and session times. The student must sign-in each day of tutoring and include the date. The student's name must be in his or her own handwriting. Free tutoring sessions shall not be indicated on the Daily Sign-In Sheet. For online services only, a detailed time log is required in lieu of the Daily Sign-In sheet.

(e) A progress report generated from SBBC's database for each student listed on the invoice.

(f) All documents or forms used to report attendance, student progress, and invoices shall remain free of white out and overwriting. Documents must be original and free from excessive strikethroughs and/or alterations of any type. Failure to provide the information as stated above will result in nonpayment of monthly invoices until all documents and/or reports adhere to the language above.

(g) The Provider shall not invoice the district for pre- and post- testing, and SBBC shall not fund pre- or post testing.

(h) The Provider shall limit tutoring to six (6) hours per week and shall not conduct tutoring beyond 8:00 p.m. Tutoring that extends beyond these limits will not be paid by SBBC.

(i) The Provider shall not provide tutoring beyond the contracted allotment and no "free hours" of tutoring will be allowed. No additional hours are permitted to be offered to students in excess of the hours written on the student's SLP. SBBC funds will be used exclusively to provide tutoring for students. Additional hours offered to parents without cost constitutes an incentive, which is prohibited by Section 1008.331, Florida Statues.

(j) Only documentation recorded on forms provided by SBBC will be paid by SBBC.

(k) The Provider will not have access to SBBC's resources (copying, office space, computer and equipment) to complete requirements related to providing SES services to students or invoicing.

2.39 Pre- and Post-Tests. All students must be administered the state approved pre-test as outlined in the Provider's state-approved application, prior to the first day of tutoring and the state approved post-test after the last session of tutoring.

(a) The Provider shall submit a summary of all pre- and post-test results. The summary must be correlated to the NGSSS as it relates to the goals and benchmarks stated in the SLP.

(b) A pre-test summary for each student must be submitted with the first invoice and a post-test summary with the invoice after the student completes the SES tutorial program. The post test summary shall also include the pre test scores.

(c) Failure to provide a pre- and post-test summary for each student will result in a fee assessment. A fee of $5.00 will be assessed for each missing or inaccurate pre- and/or post-test summary. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each pre- and/or posttest summary that is not corrected and returned within 5 days to the Title I SES office.

(d) The Provider shall only invoice for the actual time spent tutoring the student. The Provider shall not invoice the district for pre and post-testing, and SBBC shall not fund pre- or post-testing. The invoice will remain unpaid until all pre- and/or post-test summaries adhere to the language above.

2.40 Progress Report. The Provider shall provide a Progress Report **(Exhibit 11)** for each student to whom the Provider services under this Agreement. The Provider shall, on a monthly basis, send SBBC, student's school and parent(s) a written report describing the student's progress, including interim, pre and post assessment results. The Progress Report shall be legible, comprehensive and in a uniform format. The Provider shall be responsible for providing translation services whenever practicable, in the event that a parent requires translation of the student's Progress Report. The Provider shall maintain written proof of such translations.

The Progress Report must be based on the goals written in the SLP and identify specific academic progress made toward those goals. The Provider shall complete and maintain the online Progress Report in the SES database. The Progress Report must include the following information as reflected in the FLDOE requirements:

(a) Appropriate spelling & grammar usage

(b) Quantitative data and/or scores based on an assessment which reflect change in the student's performance level related to the goals set for the student

(c) Statements of relevant academic achievements related to the selected goals and objectives

(d) Appropriate and detailed parent friendly report of progress.

(e) Failure to provide the information as stated above will result in a fee assessment for each progress report that is void of the information listed. A fee of $5.00 will be assessed for each progress report declined by the SBBC. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each progress report that is not corrected and returned within 5 days to SBBC's SES office. Invoices will remain unpaid until all progress reports adhere to the language above.

2.41 Prohibition of Defaming. The Provider shall not defame or discredit the SBBC in any way. Failure to abide will result in termination of this Agreement.

2.42 Prohibition of Lobbying. The Provider shall not lobby or market on SBBC's property without permission from school administrators or the Title I office. Failure to comply will result in termination of this Agreement.

2.43 Record of Attendance. The Provider shall maintain a Daily Student Sign-In sheet and a Monthly Attendance and Payment record and a portfolio of student services.

(a) The Daily Student Sign-In **(Exhibit 12)** must include the month, name of company, student's first and last name, student identification number, location of tutorial services, first and last name of tutor, subject(s), session time(s), date of each session and the student's original signature.

(b) The daily attendance as indicated on the Daily Sign-In sheet shall be entered and maintained in SBBC's SES database and must be entered each day as services are rendered.

(c) The Monthly Attendance and Payment Record **(Exhibit 13a)** for each student tutored at a school must be maintained and submitted to the on-site SES facilitator the first of each month for the preceding month.

(d) The Monthly Attendance and Payment Record **(Exhibit 13b)** for each student tutored off school campus must be reviewed with the parent and must also contain the parent's original signature.

(e) The Provider shall submit the original Monthly Attendance and Payment Records provided by SBBC to the Title I Office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, name of school, name of the Provider and telephone number, location of tutoring services, first and last name of tutor, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The Provider is paid only for sessions students attend. The Provider shall permit access to and/or a copy of such records to SBBC upon request.

(f) Failure to provide the Monthly Attendance and Payment Record as stated above will result in a fee assessment for each Monthly Attendance and Payment Record that is void of the information listed. A fee of $10.00 per Monthly Attendance and Payment Record will be assessed for each returned Monthly Attendance and Payment Record. The Provider shall be assessed a fee of $15.00 per day beyond the 5th day for each Monthly Attendance and Payment Record that is not returned within 5 days to the parents, school and district SES office. Invoices will remain unpaid until all Monthly Attendance and Payment Record adhere to the language above.

2.44 Reimbursement for Fraud. The Provider will reimburse to SBBC, or SBBC may withhold from the Provider, the amount of any fees or penalties that are paid by SBBC to the state or federal government because of a finding in an investigation or audit by a state or federal auditor that the Provider has committed fraud.

2.45 SBBC Employee Disclosure. All SBBC employees hired by the Provider must complete the SES Provider and SBBC Employee Disclosure form **(Exhibit 14).** Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance to SBBC Rules and any governing labor contracts. The Provider agrees to submit all original signed SES Provider and SBBC Employee Disclosure forms to the Title I Office. Failure to disclose all SBBC employees will result in a termination of this contract.

2.46 SES Database. The Provider agrees to utilize SBBC's online SES database to develop the SLP, Monthly Attendance and Payment Record, progress report information and invoice. The Provider agrees to update SBBC's SES database daily as services are rendered.

2.47 Statement of Goals and Objectives. The Provider shall develop, in consultation with parents, a statement of specific goals and objectives for each eligible student whose parent elects to receive SES.

(a) The goals set forth in the SLP must address specific deficiencies of the student. All goals must be related to the NGSSS and be consistent with the students' Individual Education Plan and/or the student's 504 plan, if applicable.

(b) The Provider shall submit three (3) or more objectives on each student's SLP. Each objective must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve.

(c) The Provider must frequently monitor students' progress and make parents aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, and start and end dates. Each parent/guardian and SBBC shall approve the statement of goals for the student. The Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian. This Agreement may be terminated if the Provider is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

2.48 Student Records and Security of Records. All student records shall be kept in a secure location, preventing access by unauthorized individuals. The Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. The Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. The Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC.

The Provider shall turn over to SBBC all student records for eligible students to whom the Provider has rendered SES services if SBBC terminates this Agreement.

2.49 Subcontract and Assignment. The Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with the Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

2.50 Supplies, Equipment and Facilities.

(a) The Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her SLP. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

(b) The Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. The Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

(c) Should the Provider enter into a separate agreement with SBBC for use of SBBC school facilities, such use shall constitute a revocable license and the Provider agrees to immediately vacate the premises upon the written demand of the SBBC, Principal or Principal Designee. The Provider shall not assign more than two (2) tutors per classroom leased for tutoring, including non-district premises.

2.51 Timeline for Services.

(a) It is the intention of SBBC to release the list of eligible students to the Provider at the earliest possible date, but no later than September 25, 2012. Upon receiving the eligible student list, the Provider will consider the number of students listed and agree to notify SBBC five (5) calendar days if it wants to serve the students. If the Provider fails to notify SBBC within the five (5) day period, this Agreement will be void, and the district will remove all names assigned to the Provider.

(b) The Provider must complete the SLP agreement process and commence service with 80 percent of students on its list within 20 calendar days or by October 15, whichever date comes first. If the Provider fails to serve at least 80 percent of its students in the manner described herein, SBBC will reassign un-served students to an alternate Provider.

(c) Once the SBBC has assigned the minimum number of students per school, the Provider shall serve the students from that school, irrespective of the school's location. The Provider's failure to serve students at a location designated by the Provider shall void this Agreement with SBBC.

(d) The Provider agrees to make at least three (3) attempts to contact the parent of an assigned student. The Provider shall document such attempts in writing before the Provider indicates the student cannot be served and requests that the student be removed from their list of assigned students. Such documentation must be submitted to the Title I office.

2.52 Transportation.

(a) Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

(b) Schools must be given written notice regarding transportation agreements between parent and the Provider prior to the first day of tutoring. The written notice must include student's name, grade, school, transportation days, time, name of parent giving permission and any other pertinent or applicable information.

2.53 Tutor Training.

(a) The Provider shall maintain a Staff Training Staff Acknowledgement Form **(Exhibit 15)** for all hired tutors.

(b) The Provider shall train all tutors on the administration of the Provider's SES program and the SBBC's SES procedures as provided at the Annual Provider Meeting and Technical Assistance Meetings.

(c) The Provider must sign the tutor-training log verifying all tutors have been trained in the procedures, have signed SBBC Code of Ethics and have received the appropriate tutoring materials necessary to implement the Provider's SES program as documented on the Provider's state approved SES application.

(d) The initial tutor-training log must be submitted to SBBC no later than September 25, 2012, with additional submissions as training sessions are provided.

(e) The tutor-training log will be used by SBBC to verify that the trained tutors have been cleared through a Level II Background Check.

(f) The Provider shall submit copies of the agendas and training manuals/materials to SBBC.

(g) The training log must include all items listed on the Provider Trainer Assurance Form **(Exhibit 16).**

2.54 Tutoring Limits. The Provider shall limit tutoring to two (2) hours per day, maximum six (6) hours per week. Instruction shall only be provided beyond the regular school day. The Provider agrees to not start tutoring after 7:00 p.m.

2.55 Tutoring Services. The Provider must deliver services in compliance with the Provider's state approved application.

(a) The Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students.

(b) The Provider will ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

(c) The Provider shall provide SBBC with a list of their State approved curriculum, supplemental materials and assessments to be used by the tutors prior to the start of tutoring.

(d) The Provider will use highly qualified instructors to provide instruction as required in the Provider's SES application approved by the Florida Department of Education.

2.56 **Inspection of Provider's Records by SBBC.** Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Provider Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Provider or any of Provider's payees pursuant to this Agreement. Provider's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Provider's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Provider's Records Defined. For the purposes of this Agreement, the term "Provider's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Provider pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Provider reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute

grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Provider. If the audit discloses billings or charges to which Provider is not contractually entitled, Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Provider pursuant to this Agreement and such excluded costs shall become the liability of Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.57 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Title I Office Name of District Representative 701 N. W. 31st Avenue Address Ft. Lauderdale, Florida 33311 Address
To the Provider:	Community After School, Inc. Name of Other Party 4900 Leitner Drive Address Coral Springs, Fl 33067 Address

With a Copy to:

Name to be provided by Other Party

Address

Address

2.58 Indemnification. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Provider: Provider agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Provider, its agents, servants or employees; the equipment of Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Provider, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party

by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is

exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 Student Records. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

This portion intentionally left blank.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Ann Murray, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROVIDER

(Corporate Seal)

Community After School, Inc.
Insert Full Legal Name of the Corporation, Agency or Other Legal Entity

ATTEST:

By Jodi Antonoff

_____, Secretary

-Or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 6th day of September, 2012 by Jodi Antonoff of
Name of Person

Community After School, Inc., on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
Type of Identification

identification and did/did not first take an oath.

My Commission Expires:

Yvette Ramon
Signature – Notary Public

YVETTE RAMON
MY COMMISSION #EE024763
EXPIRES: SEP 09, 2014
Bonded through 1st State Insurance

(SEAL)

YvetteRamon
Printed Name of Notary

#EE024763
Notary's Commission No.

Exhibit 1

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County Supplemental Educational Services

Student Learning Plan - School Year 2012 – 2013

Contact Information Print

Provider

Contact Person Title I SES Title

Mailing Address

Location Address

Phone#

Student **Grade**

Mailing Address

Address 1

Address 2

Phone#

Parents/Guardians

Name Relationship

Name Relationship

School Phone

Cell Phone

1. Student's Individual Goals

[redacted] 1 subject required, 2 maximum. 1st subject 3 objectives required, 2nd subject 2 objectives only.

#	Subject	Strand	Goal (Standard)	Objective 1	Objective 2	Objective 3
Edit New Delete						

Exhibit 1

2. Performance Measures For Meeting Goals

Provider will measure the student's progress in meeting the goals as follows

[Insert description - for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the goals fit with the student's IEP.]

3. Timeline for Improving Achievement

District, provider, and parent have set the following timeline for improving the student's achievement

Sessions per Week

Session Duration

Start Date

End Date

Instruction Type

Days of Week: M T W Th Fr Sa Su

Current School Year: 2012

Total # of Sessions

Start/End Time

Total Hours

Session Location: Select One

Address

City

State: FL

Zip

4. Description of Services

Provider will give the student the following educational supplemental services

[Insert general description of program & procedures, also include method of delivery for example; tutoring, small classes, etc.]

5. Communication with Parents and District

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting methods - for example; written report on monthly basis.]

6. Confidentiality

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s)

Exhibit 1

7. Signatures

We hereby certify that we have read and understand this Supplemental Educational Services Statement of Goals.

Provider

Signature	Date
Printed Name	
Title	

Parent/Guardian

Signature	Date
Printed Name	Relationship

Parent/Guardian

Signature	Date
Printed Name	Relationship

SES Facilitator

Signature	Date
Printed Name	

Other

Signature	Date
Printed Name	
Title	

Save

Exhibit 2

Teacher: < name of teacher >

The School Board of Broward County, Florida
Title I, Migrant and School Improvement
701 N. W. 31st Avenue
Ft. Lauderdale, FL 33311

Date: **May 1, 2013**

To: **Parent of Students in SES Programs**
From: **Broward County Title I Supplemental Educational Services**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May 10, 2013.** For questions regarding the survey, please call 754-321-1400.

Student name: «FirstName» «LastName» Grade level: «GrdLvl»

School: «SchoolName»

Provider name: «ProviderName»

Check location of services: School_____ Home_____ Provider Facility_____ Public Facility_____

Subject(s) tutored by provider: «Subject» «Subject»

On a scale of 1 to 3, **whereas 1 is "Unsatisfactory," 2 is "Satisfactory" and 3 is "Outstanding"**, please **circle the number** that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section.

Questions	Circle one: Unsatisfactory	Satisfactory	Outstanding	Don't know
1. Did the provider give you and your child regular feedback on his or her learning? Comments:_____	1	2	3	☐
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments:_____	1	2	3	☐
3. Were you satisfied with the provider's instructors? Comments:_____	1	2	3	☐
4. As a whole, were you satisfied with the quality of the services your child received? Comments:	1	2	3	☐
Parents of students with disabilities *only*. This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS): 5. Were the services given to your child consistent with your child's IEP or IS?	1	2	3 Comments: _____	☐
Parents of English-Language learners *only*. This question is only for parents of English-language learners: 6. Were the services given to your child appropriate for an English language learner?	1	2	3 Comments:	☐
Parents of English-Language learners *only*. This question is only for parents of English-language learners: 7. Did the provider give notices, letters, and other information in your language?	1	2	3 Comments:	☐

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

SES Provider: _____ Date of Observation: _____

School Site/Tutoring Location: _____ Begin Time: _____ End Time: _____

SES District Representative (Observer): _____

SES Tutoring Services

SES Facilitator's Name: _____ On site? Yes ❑ No ❑

Provider's Lead Teacher's Name: _____ On site? Yes ❑ No ❑

Name of Tutor(s)	Number of Students	Grade Level(s)	Subject Area	SLP Goals Targeted	Tutoring Location

PROGRAM MANAGEMENT/COMPLIANCE	Comments
1. Tutor/Provider staff is wearing appropriate vendor badge. Yes ❑ No ❑ NA ❑	
2. Provider's staff is on site before delivery of services and Yes ❑ No ❑ NA ❑	
assumes responsibility of students before tutoring session.	
3. Arrival, Dismissal and Emergency procedures are in place. Yes ❑ No ❑ NA ❑	
4. Snacks are provided outside of contracted tutoring time. Yes ❑ No ❑ NA ❑	
5. Procedures are in place for delivery of services if tutor is Yes ❑ No ❑ NA ❑	
late or absent.	

DELIVERY OF INSTRUCTION	Comments
Tutoring sessions begin and end as indicated on the SLP. Yes ❑ No ❑ NA ❑	
Students are supervised during SES instructional time. Yes ❑ No ❑ NA ❑	
Tutor is prepared with materials and begins on time. Yes ❑ No ❑ NA ❑	
Instructional materials are available for all students. Yes ❑ No ❑ NA ❑	

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

Instructional materials are individualized to students' academic needs.	Yes ❑	No ❑	_____
Tutor interacts with students, provides feedback, and manages student behavior.	Yes ❑	No ❑	_____
Tutor uses appropriate instructional strategies which are appropriate to the students' needs.	Yes ❑	No ❑	_____
Students are engaged and are able to ask questions.	Yes ❑	No ❑	_____
Make-up sessions are available for students who miss sessions.	Yes ❑	No ❑	_____

Student Records			**Comments**
Emergency Contact cards and release information is available.	Yes ❑	No ❑	_____
The emergency plan is available.	Yes ❑	No ❑	_____
Student Learning Plans are available.	Yes ❑	No ❑	_____
Broward County student daily sign-in sheets are evident and in use by students.	Yes ❑	No ❑	_____

Comments and Interviews

_____

_____

_____

_____

Follow-up monitoring visit recommended	Yes ❑	No ❑	
Monitoring visit discussed with Provider	Yes ❑	No ❑	Date: _____

_____ _____

Observer's Signature Date

Exhibit 4

School Board of Broward County (SBBC)
Supplemental Educational Services

Student Learning Plan (SLP)
Evidence of Attempts to Consult with Parent Form
2012-2013

Student Name: _____ ID Number: _____

School: _____ Grade: _____

Name of Provider (Print): _____

As a Provider you are required to make reasonable efforts to contact the parents of the above-named student regarding SLP consultation (three different attempts shall be considered reasonable). However, if after three attempts, you are unable to contact his/her parents unable to conduct a face-to-face meeting, or have consulted with the parent but have been unable to secure their signature; you may develop the SLP and submit this page to the Title I office for a "pending approval" status by indicating below the type of attempts and the dates when they occurred. The parent's signature must be secured on the SLP prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent and a "final approval" awarded.

FIRST ATTEMPT (Insert a √ in the appropriate column)					**SECOND ATTEMPT (Insert a √ in the appropriate column)**					**THIRD ATTEMPT (Insert a √ in the appropriate column)**				
Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe

I, as an authorized representative of _____(company's name), certify that the above information is true and accurate to the best of my knowledge and the parent(s) of the above-named student will be provided with a copy of the approved SLP and the Provider's contact information if the parents wish to discuss the plan.

Provider Representative Name: _____ Date: _____
(Print)

Provider Representative Signature: _____

Exhibit 5

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Waiver Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY **SBBC EMPLOYEES**	PRINT ALL INFORMATION		
LAST NAME	**FIRST NAME**	**Badge Expiration Date**	**Name of School or Work Location**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			

Exhibit 6

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY NON-SBBC EMPLOYEES	PRINT ALL INFORMATION			
LAST NAME	FIRST NAME	Badge Expiration Date	Date of Birth (MM/DD/YYYY)	Social Security #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				

Exhibit 7

Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County 2012-13

Please be reminded that STATE APPROVED SES PROVIDERS and their staff serving Broward County Schools must adhere to the following Code of Professional Conduct and Ethics regarding Supplemental Educational Services (SES):

* SES Providers **shall not** compensate district employees personally in exchange for providing access to facilities, providing student lists, assisting with marketing or student recruitment to promote enrollment in a provider's program.

* SES Providers **shall not** request from district employees a list of students eligible to receive services, as this information would identify a student as eligible for Free and Reduced Lunch, which is in violation of the Family Educational Rights and Privacy Act (FERPA).

* SES Providers **shall not** employ district employees in the capacity of principal, assistant principal, district administrator, or SES Coordinator.

* SES Providers **shall not** pay school based SES facilitators to be facilitators for the provider.

* SES Providers **shall not** hire school personnel for any purpose other than instruction-related services (Tutor) or company/provider program coordinator (Provider Lead Tutor).

* SES Providers **shall not** offer parent or student any form of incentive for signing-up to receive services. Simple door prizes of a nominal value (approximately $5.00 per prize) and refreshments can be offered to potential students and their families, while attending school/district based informational sessions.

* SES Providers **shall not** overwhelm principals and school staff with e-mails or personal visits to discuss leases, student sign-up, hiring teachers and presentation of curriculum. Providers are encouraged to follow the district's process of contacting schools for information.

Exhibit 7

* SES Providers **shall not** distribute or make arrangements with school administrators, teachers or school support staff to send home, via backpack or mail, the Broward School's SES Enrollment Forms that has a provider's name pre-printed or handwritten as part of the form or flyers endorsing a specific SES program.

* SES Providers **shall not** use school staff to market or promote their program to parents or students.

* SES Providers **shall not** modify any SES enrollment form completed by a parent.

* SES Providers **shall not** pre-print, photo copy, modify or distribute the enrollment form with the provider's name.

* SES Providers **shall not** mislead parents regarding the enrollment process.

* SES Providers **shall not** contact parents on behalf of the district to inform them about SES services

* SES Providers **shall not** submit enrollment forms to the district office. All enrollment forms must be returned to the school. School staff will submit forms to the Title I Office.

* SES Providers **shall not** mislead parents regarding the number of hours of service available based on the per pupil allocation and the published rate per hour.

* SES Providers **shall not** post signs, pass out flyers or implement any other marketing strategies on school or district property, as this creates a disruption, which prevents the school from operating in a safe and orderly manner.

* SES Providers **shall not** create or pass out flyers/signs that has school or district information that is inaccurate or suggests that the District is promoting an SES Provider's company.

* SES Providers **shall not** misquote or misrepresent District or school staff.

* SES Providers **shall not** encourage students/parents to switch Providers once enrolled. A student is considered enrolled once the District has issued the formal student / Provider list.

* SES Providers **shall not** implement a rewards program for attendance and/or achievement that is not part of the provider's state-approved program (rewards for student's performance up to $50.00 can be offered per student per year).

* SES Providers **shall not** interact with each other in an unprofessional manner in the presence of students, parents, school personnel, and district personnel during district and school sponsored activities.

ACKNOWLEDGEMENT OF RECEIPT OF THIS CODE OF PROFESSIONAL CONDUCT AND ETHICS FOR STATE APPROVED SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

Signing this form, acknowledges that I (representative of this company) have read the Code of Professional Conduct and Ethics regarding SES and agree to comply with these requirements. This company will also ensure that all employees and contracted entities are informed about their obligations in meeting the above Code of Professional Conduct and Ethics.

Signature of SES Provider's Representative	Print name of representative
Company Name of SES Providers (print)	Date

Form is due prior to October 15, 2011.
Originals only. Will not accept faxed or e-mailed copies.
Blue ink preferred for signature.

Exhibit 8

Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers 2012-13

1. Employees shall not campaign, recruit, solicit for, or otherwise work for the purpose of gaining students for the provider during hours of employment by the district. This includes talking to parents about a specific provider and the provider's program.

2. District employee shall not represent an SES provider during parent/student night, school functions at which the employee is required to attend by the district, or other school activities.

3. Employees shall not have access to student lists, phone numbers, free/reduced lunch lists, or other student information at any time to be used for the purpose of recruiting students for an SES provider. This is a violation of the Family Educational Rights and Privacy Act (FERPA).

4. Employees shall not use district materials and supplies, such as paper, pencils, books, computers, application software, printers, crayons, etc. for the purpose of administering the SES program, without prior written permission.

5. Employees of SES providers shall not have access to copiers, phones, or other equipment owned, leased or operated by the Broward County School District, even if the tutor is a Broward County School District employee.

6. District employees are not necessarily able to tutor in the classroom they are assigned to during the regular school day. Providers can request space at the school. Principals (with input from Area Offices) make the decision as to whether there is space available. Principal determines where the provider will be placed in the school.

7. SES providers are required to supply their tutors with all materials needed to implement and deploy the program described in the provider's request for application to the State of Florida.

8. Distribution of materials by providers to school staff requires the permission of the Principal of the school. Distribution of these materials can only take place before or after regular school hours.

9. Teacher or other employees shall not tutor any student who is assigned to that teacher during the regular school day, unless specific permission has been given by the district's SES office.

Signing this form, acknowledges that I have read the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers and agree to comply with these requirements.

Signature of SES Employee	Print name of Employee
Name of SES Company (print)	Date

SES Provider is responsible for retuning this form to the Title I Office within one week of employing a Broward School District employee. Failure to comply will result in termination of Provider's contract with SBBC.

Exhibit 9

School Board of Broward County, Florida
Personnel Hiring Guidelines for SES Providers

Criminal Records including Guilty Pleas (Regardless of Adjudication),
No Contest Pleas, Pre-trial Intervention/Diversion

This is not intended to be a complete list of all disqualifying criminal offenses.

I. Will Not Hire

- Extreme Violence (Aggravated assault/aggravated battery, murder, attempted murder)
- Sexual Offense (Lewd and Lascivious – Sexual Battery, Rape, Sex with a minor)
- Kidnapping
- False Imprisonment
- Child Abuse
- Pornography
- Extortion
- Manslaughter (Including Vehicular Homicide/Involuntary)
- Indecent Exposure if sexual in nature
- Currently on probation or has a case pending that is a DUI or criminal in nature

II. Will Not Hire – if offense less than 10 years old. Will consider and carefully review if older than 10 years

- Felony drug use
- Grand theft/robbery
- Burglary
- Felony Battery/assault
- Felony possession of a concealed weapon
- Welfare/Unemployment Fraud
- Forgery
- Arson
- Prostitution or Solicitation of Prostitution
- Grand larceny
- Other felonies not mentioned in Section I

III. Will Not Hire – If offense is less than 5 years old. Will consider and carefully review if older than 5 years

- Multiple DUI's
- Misdemeanor drug and/or paraphernalia
- Possession of concealed weapon – misdemeanor
- Battery/Assault
- Resisting arrest with violence
- Domestic Violence

IV. Judgment – case by case review

- DUI – one incident only
- Sale of alcohol to minor
- Worthless checks
- Disorderly conduct
- Multiple criminal offenses
- Petty theft (theft to deprive/retail theft/shoplifting
- Trespassing/Loitering
- Arrest without violence
- Larceny
- Other criminal offenses

Exhibit 10

School Board of Broward County
2012 – 2013 Supplemental Educational Services
Invoice Cover Form

Directions: **Information on this form must be typed and signed in blue ink by the authorized representative of the SES Provider Company.**

Company Name: _____

To: Title I Office
701 NW 31st Avenue
Fort Lauderdale, FL 33311

Attn: Title I/SES Bookkeeper

Contact Person for invoice _____

Provider Phone #: ( ) _____

Provider Fax #: ( ) _____

Invoice Number: _____

Date: _____

Service Period (Month/Year)	Services Rendered	Title I use only
	Invoice Amount: $_____	Total Amount to be Paid $ _____
	Adjustments Hours of services will be removed and the invoice adjusted if the tutor(s) listed on the Monthly Attendance and Payment Record was/were not cleared prior to providing services, students did not sign the daily sign in sheet or the information is on the sign in sheet is missing or wrong, and/ or white out was used on any forms used for invoicing purposes. In addition, per the 2012 -2013 Agreement for Supplemental Educational Services (SES) Providers, the fees outlined below will be deducted from the invoice amount, if applicable. **SBBC reserves the right to withhold payment if a review reveals that the Provider has submitted overcharges.**	Original Invoice Amount: $ _____ Less Adjustments: $ _____ Total Amount: $ _____

Title I Use Only

If applicable, per the 2012- 2013 Agreement for SES Providers, the following fees will be assessed.

Adjustment(s)	Fee(s)	
Invoice submitted after the last day of the billing month	$ 60.00	
Invoice received 15 calendar days after the last day of the billing month	$ 10.00 per day	(10 X _____ day(s) = $_____ Total)
Invoice resubmitted due to errors (1st time)	$ 60.00	
Invoice resubmitted after the 5th business day of notification	$ 10.00 per day	(10 X _____ day(s) = $_____ Total)
Invoice resubmitted more than once	1% of the total invoice amount	(2% X _____ Total invoice = $_____ Total)
Incorrect/Missing attendance records, student sign-in sheets/ progress reports/test summary sheets	$ 5.00 per item	(5 X _____ per student = $ _____ Total)
Other fees:		

Please remit payment to:

Company Name: _____

Address: _____

City/State/Zip Code: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit 11

Broward County Schools Supplemental Educational Services
Progress Report 2012 – 2013

First	Last	Grade	Number	School	Provider

Year	Test	Sub-Test	Score

Test Name	Subject	Test Level	Pre-Score	Post-Score	Net Score

Date	Subject	Strategy	Measurement	Number	Provider

Subject	Type	Strand	Goal	Objective	Targeted Area	Mastered
						☐
						☐
						☐

Exhibit 12

The School Board of Broward County, FL
Supplemental Educational Services

Daily Student Sign-In
2012-13

Month: _____

Company's Name: _____

Student's Name: _____ ID# _____

Location of Tutorial Services: _____

Name of **Tutor**: _____

Subject (1) **(circle only 1): Reading Math Science** **Session Time:** _____ to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

Subject (2) **(circle only 1): Reading Math Science** **Session Time:** _____ to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

	Student Signature	**Date**	**Subject (R, M, S)**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

***Do not include free tutoring sessions on this attendance sheet.**

Exhibit 13a

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County, FL

Title I, Migrant & Special Programs Department

Monthly Attendance & Payment

First	Last	Student#	Addr1	Addr2	School	Tel#	Grd

Provider	Tutor Location	Street	City	State	Zip

Tutor Name **Begin Date** **End Date**

Indicate Math(M), Reading(R), and/or Science(S) for each day tutoring occurred. A minimum of 60 minutes per subject, round to the nearest 30 minutes. Invoice and attendance must be submitted by the 15th of the following month. One submittal per month.

1 M R S	2 M R S	3 M R S	4 M R S	5 M R S
6 M R S	7 M R S	8 M R S	9 M R S	10 M R S
11 M R S	12 M R S	13 M R S	14 M R S	15 M R S
16 M R S	17 M R S	18 M R S	19 M R S	20 M R S
21 M R S	22 M R S	23 M R S	24 M R S	25 M R S
26 M R S	27 M R S	28 M R S	29 M R S	30 M R S
31 M R S				

Calculate Attendance | Save | Delete Month

Minutes Remaining

Last Session Date

0.0000 Hours
x
$0.00 Rate

Maximum Allowed:
Amount Used:
Balance:

Use Minutes Remaining

I certify, under penalty of perjury, that the above information is true and correct

Print name of parent or SES facilitator _____ Date _____

Signature of parent or SES facilitator _____

Signature of SES provider _____ Print NOT SAVED

Exhibit 13b

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
2012 - 2013 SES Monthly Attendance & Payment Record

Student's name: _____ **Date**_____

Student Number: _____ **School:** _____

Student's address: _____

Tutoring Location other than school:_____

SES Provider: _____ **Tel. #** _____

Beginning Date:_____ **Ending Date:**_____

Instructor's name: _____

1. Indicate (M)-Math, (R)-Reading, (S) Science **2. Enter length of each session** **3. Tutor must initial each attendance date**

Submit one record per month.

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	**Month:**			

Tutor Schedule: **M T W T F S Sun** **(CIRCLE Tutoring Days)**

Total Attendance: _____ **Hours** _____ **Minutes**

I certify, under penalty of perjury, that the above information is true and correct.

Print name of parent: _____ Date_____

Signature of Parent: _____

Signature of SES Provider:_____

8/8/2012 – Title I Office

Only for in-home, provider or community facility tutorial sessions

Exhibit 14

2012 – 2013 SES Provider and School Board of Broward County (SBBC) Employee Disclosure

SBBC Policy 4202 – TUTORING states: BY MAINTAINING A HIGH QUALITY INSTRUCTIONAL STAFF AND PROVIDING A RICH, VARIED CURRICULUM, THE NEED FOR INDIVIDUAL TUTORING SHOULD BE MINIMIZED. EVERY EFFORT SHOULD BE MADE BY THE PRINCIPAL AND TEACHER(S) TO HELP THE STUDENT WITH EDUCATIONAL PROBLEMS BEFORE RECOMMENDING THAT PARENT(S) ENGAGE A TUTOR. IN ORDER TO COVER EXCEPTIONAL CASES WHERE IT MIGHT BECOME NECESSARY TO RECOMMEND INDIVIDUAL TUTORING, RULES AND REGULATIONS SHALL BE ESTABLISHED BY THE SUPERINTENDENT TO PROTECT BOTH THE SCHOOL BOARD OF BROWARD COUNTY AND TEACHER(S) FROM CHARGES OF CONFLICT OF INTEREST. THESE RULES AND REGULATIONS SHALL BE IN ACCORDANCE WITH ACCREDITATION STANDARDS FOR FLORIDA SCHOOLS, FLORIDA STATE BOARD OF EDUCATION ADMINISTRATIVE RULES AND/OR FLORIDA STATUTES.

RULES

1. A teacher may not receive compensation for tutoring any student while that student is assigned to one of his/her classes.

2. A music instructor may give private lessons to his/her own student(s) when other qualified tutors on the school's staff are not available in that subject area.

3. Broward teachers who receive compensation for tutoring shall not use public school facilities for such purpose. Private instruction by music instructors shall be an exception to this rule. Said instructors who tutor students in music in a SBBC facility must complete and have on file with his/her principal a rental lease agreement pursuant to the provisions of the Board Policy 1341 and a weekly schedule of lessons. The music instructor's fee for tutoring shall be established by the Superintendent in a schedule that shall be reviewed annually.

4. Individual tutoring for compensation by SBBC teachers shall not take place during the school day.

5. Work completed under private instruction shall not be accepted for credit unless strictly in accordance with Accreditation Standards for Florida Schools, Florida State Board of Education Administrative Rules and/or Florida Statutes. Parents shall be advised that individual tutoring shall not provide credit. If parent(s) persist in such assumption, the teacher shall not be held responsible.

6. Non-School Board guest clinicians/consultants may be used periodically and shall only be compensated pursuant to the provisions of the Board Policy 6302 - Use of Consultants. Board employees shall not request or receive money from students/parents to pay for said clinicians/consultants. Booster clubs may be requested to fund these activities pursuant to the school's internal account dollars.

7. The Superintendent is authorized to develop procedures to implement this policy.

_____, an approved SES Provider, acknowledges that it has engaged the services of _____, an employee of the SBBC, to provide SES to eligible students on behalf of the Provider in association with the 2012 - 2013 Contractual Agreement for SES Providers entered between the Provider and SBBC. Any activity conducted by the employee on behalf of the Provider shall occur during non-school board hours. SBBC shall not be considered a party to any employment agreement between the Provider and employee; however, the employee must conform to all SBBC Rules governing the conduct of it's SBBC employees at all times. Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance with the SBBC Rules and any governing labor contracts.

Each Provider shall be responsible for obtaining the original signed 2012-2013 SES Provider and SBBC Employee Disclosure Form for each SBBC employee who is also employed by the Provider.

(Print Employee Name)	(Employee Signature)	(Date)

(SES Provider Company)	(Name and Title of Provider Representative)	(Date)

Exhibit 15

School Board of Broward County (SBBC)
Supplemental Educational Services
Provider Staff Training Acknowledgement Form 2012-13

Please print or type the following information:

Name of Provider: _____

Name of Staff: _____, _____
Last First

Job Title: _____

I have been trained in

- ☐ SBBC Procedures and Guidelines for the Implementation of SES Program
- ☐ SBBC Code of Ethics and Conduct
- ☐ Child Abuse Reporting
- ☐ Accident/Incident Reporting
- ☐ Confidentiality of Student Information
- ☐ SBBC Emergency Procedures
- ☐ Student Emergency Contact Information
- ☐ Student Dismissal Procedures
- ☐ Student Sign In/Sign Out Procedures
- ☐ Student Attendance Recording
- ☐ Student Learning Plan (SLP) and Progress Report
- ☐ Pre-and Post-Assessment Procedure and Reporting
- ☐ Provider's SES Program and Curriculum
- ☐ Usage of Supplies and Equipment – I will only use supplies or equipment that belongs to the provider or myself.
- ☐ Instructional Materials and Supplies
- ☐ District Requirements and Procedures for Fingerprinting/Background Screening Clearance
- ☐ All State Mandated Training

Place Copy of SES Staff Identification Badge Here

- ✓ Badge must include:
- ✓ Name
- ✓ Title
- ✓ Photo
- ✓ Name of the Company
- ✓ Current School Year

I acknowledge that I have received training in all areas listed above. ☐Yes ☐No
I meet the educational requirements to work for this company under the capacity of:
☐ Employee ☐Tutor ☐Volunteer ☐Other_____
I have received instructional materials for program implementation (tutors only). ☐Yes ☐ No

_____ _____
Staff Signature Date

Staff Phone Number: _____ E-mail: _____

Provider Use Only:

I verify that the staff member named above has been properly trained in all areas checked. I understand that the staff will not begin offering services until approval is received from the SBBC NCLB Parental Choice Options office.

_____ _____ _____
Provider representative Name & Title (print or type) Signature Date

Exhibit 16

The School Board Of Broward County (SBBC)
Supplemental Educational Services (SES)
Provider Training Assurance Form 2012-13

Please print or type the following information:

Name of Provider: _____

As the authorized representative for this Provider, I certify that all the staff has been trained in the following areas:

1. SBBC Procedures and Guidelines for the implementation of SES Program
2. SBBC Code of Ethics and Conduct
3. Child Abuse Reporting
4. Accident/Incident Reporting
5. Confidentiality of Student Information
6. SBBC Emergency Procedures
7. Student Emergency Contact Information
8. Student Dismissal Procedures
9. Student Sign In/Sign Out Procedures
10. Student Attendance Recording
11. Student Learning Plan (SLP) and Progress Report
12. Pre- and Post-Assessment Procedures and Reporting
13. Provider's SES Program and Curriculum
14. Usage of Supplies and Equipment
15. Instructional Materials and Supplies
16. District Requirements and Procedures for Fingerprinting/Background Screening Clearance
17. All State Mandated Training

I also acknowledge that:

- ✓ No SES will be delivered by tutor prior to the tutor receiving background and drug screening clearance from SBBC.
- ✓ Instructional materials for program implementation were provided for all tutors.

I certify that I am an individual authorized to act on behalf of the organization or referenced above in submitting this Assurance as indicated on **Exhibit ?** and that all the information provided herein is true and accurate to the best of my knowledge. I verify that the attached list contains the name and title of all staff members that have been trained in all areas indicated above. I understand that the staff will not begin offering services until approval is received form SBBC Title I SES office. I further certify that this organization will continue complying with all staff training requirements during the duration of the services stipulated in the contractual agreement with SBBC, and that newly hired staff will be trained within 30 days of employment with this organization.

Provider Representative Name & Title (print or type)	**Signature**	**Date**

AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER

THIS AGREEMENT is made and entered into as of this 16th day of October, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Journey To Learning Educational Services, Inc.
(hereinafter referred to as "Provider"),
whose principal place of business is
121 Alexander Estates Drive Auburndale, FL 33823.

WHEREAS, SBBC is authorized by state and federal laws to enter into an agreement with the state-approved Supplemental Educational Services (SES) Providers for the aforementioned purpose; and

WHEREAS, the Provider is willing to provide SES to eligible students as agreed upon in the Student Learning Plan (SLP) **(Exhibit 1),** and eligible students are those students who have been identified by the SBBC and who meet specific requirements under State Statutes, and Title I; and

WHEREAS, the Provider desires to enter into this Agreement with SBBC, for the purposes of providing SES in compliance with applicable laws; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, the Provider has been approved by the State of Florida Department of Education (FLDOE) and has met the qualifications to be certified as an SES Provider; and

WHEREAS, the Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, the Provider is financially sound and otherwise capable of fulfilling its requirements to the SBBC, students and parents during the term of this contract; and

WHEREAS, 1008.331, Florida Statute outlines the following requirements for SES;

(a) Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Student Learning Plan how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);

(b) Requires the Provider to continue to provide SES to eligible students who are receiving such services until the designated end time as indicated in the SLP. SBBC cost shall not exceed the per student allocation based on the final award of funds from the Florida Department of Education and is subject to change.

(c) Requires a description of how the district, the student's parent(s) and teacher(s) will be regularly informed of the student's progress.

(d) Requires a provision for the termination of the Agreement if the Provider is unable to meet the goals and timetables required.

(e) Requires provisions with respect to making payments to the Provider by SBBC.

(f) Prohibits the Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

(g) Requires the SBBC to prioritize to the lowest performing students if there are not enough funds to provide services to all eligible students whose parents request the services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

2.02 Duration. The Provider will provide SES for the 2012 – 2013 school year with such services to be provided to eligible students upon approval by SBBC. The Provider must be able to provide services no later than October 15, 2012, contingent upon their receipt of their SBBC approved student enrollment list at least 20 days prior to the start date. In the event that the Provider's SES Agreement is approved by SBBC less than 20 days prior to October 15, the

Provider shall be afforded no less than 20 days from the date SBBC assigns students to the Provider to begin delivering services. If the Provider fails to start tutoring with at least 80% of students that SBBC assigns to the Provider, SBBC will reassign any students that have not started tutoring within 20 calendar days. Tutorial services must be completed by Sunday, March 31, 2013 unless otherwise agreed upon.

2.03 Evaluation/Follow-up Method. Evaluation of the Provider **(Exhibit 2)** shall be provided by SBBC to parents of students enrolled in SES. The SBBC will provide further evaluation of the Provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.04 Extent. The SES tutoring program shall be offered Sunday through Saturday as indicated on the Provider's state approved application. Length of sessions shall be offered as indicated on the SLP and the Provider's state approved application.

2.05 Location. All tutoring locations and sessions as described under the terms of this Agreement must be located and performed within Broward County, Florida.

2.06 Monitoring of the SES Program. SBBC's SES staff will monitor the Provider at various school locations and off-campus facilities where SES services are rendered. The SES staff will use the Supplemental Educational Services (SES) Monitoring Tool for Providers **(Exhibit 3)** to monitor the SES Provider's tutorial program at various school locations.

2.07 Parent/Guardianship. For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 Program Description. SES provides additional tutoring for the lowest performing students attending an eligible Title I school in grades K-8. Only Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire SBBC teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Parents may only select Providers on the state approved list for SES.

2.09 Reassignment of Students. A student who has been assigned to a Provider for twenty (20) calendar days who does not have an SBBC-approved Student Learning Plan will be reassigned to the parent's next choice of Provider. Further, a student who has an approved Student Learning Plan, but is not being actively tutored within twenty (20) calendar days of the enrollment with said company will be reassigned to the parent's next choice of Provider.

2.10 Request for Application (RFA) Process: The Provider will implement its SES program in accordance with all provisions of the application submitted by the Provider and approved by the FLDOE under the annual RFA process. These provisions include, but are not limited to, hourly rates, student/tutor ratios, staff qualifications and tutoring session duration. The Provider will submit to SBBC a hard copy and an electronic copy of its state-approved SES application.

2.11 Right to Withhold. SBBC may withhold payment to the Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC, the:

(a) Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.

(b) Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its SES program, work, or records.

(c) Provider has failed to submit the invoice to SBBC within 45 days of rendering SES services.

If SBBC gives notice of intent to withhold, the Provider shall have ten (10) working days from the day of receipt of said notice to correct such deficiencies and/or may invoke the dispute resolution provision herein.

2.12 Student Learning Plan (SLP).

(a) The SLP must be developed by the Provider, in consultation with the parent/guardian and SBBC, for each eligible student whose parent/guardian elects to receive SES. The Provider may utilize district assessment scores if scores are available for each eligible student whose parent elects to receive SES from the Provider. If SBBC's data and the Provider's pre-assessment identify different needs, the achievement goals and objectives should be revised in the SLP to reflect the needs identified through the Provider's pre-assessment. An SLP may not be submitted to SBBC for final approval until the Provider has met with the parents to discuss the student's present academic performance and a detailed description of the methods and strategies of tutorial instructions has been shared and reviewed by the parent.

(b) The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation Sunshine State Standards (NGSSS). In case of a student with disabilities, these goals must be consistent with the student's Individualized Education Program (IEP) under the Individuals with Disabilities Education Act (IDEA) or the student's 504 Plan (if applicable). The goals must also target the specific benchmarks as tested on the Florida Comprehensive Assessment Test (FCAT). The Provider shall submit three (3) or more objectives on each student's SLP. The Provider must frequently monitor students' progress and make students aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, start and end dates.

(c) The Provider agrees to complete SBBC's online SLP for each student assigned. The parent, Provider and SBBC must sign the SLP before tutoring services may begin. If a parent's signature cannot be obtained, the Provider agrees to submit the SLP and the Evidence of Attempt to Obtain a Parent Signature **(Exhibit 4)**. The SLP will be given a "pending approval" status prior to the beginning of tutorial services. The parent's signature must be secured on the SLP

prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent with an original parent signature.

(d) The SLP must be submitted to the Title I office at least five (5) business days prior to the start date for approval. The Title I SES staff must approve the SLP before tutorial services may begin. Any students without an approved SLP within twenty (20) days of assignment to a Provider will be removed from the Provider's list and reassigned to the parent's next choice. Changes in any SLP may only be made with the written consent of the parent/guardian in consultation with the Provider and approved by SBBC. The Provider, SBBC or parent/guardian may request a review of a SLP. The SBBC reserves the right to require modifications to the SLP. The Provider shall obtain written authorization from SBBC before terminating any SLP.

(e) Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate SBBC financially, nor shall SBBC incur any obligations or expense in excess of the per pupil allocation as determined by the FLDOE. The allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(f) The student's name and identification number must be printed on each page of the SLP.

(g) The Provider agrees to give a copy of the SLP signed by the parent to the SES facilitator for all assigned students.

2.13 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

RESPONSIBILITY OF THE PROVIDER:

2.14 Access to Records. The Provider shall provide access to its facilities for periodic monitoring of each student's instructional program. SBBC representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview providers, and review students' progress including the behavior intervention plan, if any.

The Provider shall provide access to records or reports, or other matters relating to the Agreement, upon request by the SBBC or appropriate federal agency. During the term of this agreement, and for five years thereafter, the Provider shall maintain detailed records of all services rendered pursuant to this Agreement, including student eligibility information, employee records, progress reports, lesson plans, invoices and all other documentation associated with providing SES to eligible students in the SBBC.

2.15 Accident/Incident Report.

(a) The Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. The Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

(b) The Provider must train all tutoring personnel in appropriate procedures for handing and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

(c) The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.16 Background Screening. The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

(a) All current SBBC employees hired by a SES Provider must secure a vendor badge for that company. The Provider must submit to the Title I Office a clear copy of the current vendor badge and complete the Background Check Waiver Form for SBBC Employees **(Exhibit 5)**.

(b) All non-SBBC employees must secure a vendor badge. The Provider must submit to the Title I Office a clear copy of the current vendor badge and also complete the SES Background Check Form for non-SBBC Employees **(Exhibit 6).**

(c) All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep updated background check forms and vendor badges on file with the Title I office throughout the terms of this agreement will result in nonpayment for services rendered and termination of this contract agreement.

2.17 Background Screening for On-line Services.

(a) Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The Provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statues.

(b) If the Provider fails to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Provider agrees to indemnify and hold harmless the SBBC; it's officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.18 Child Abuse Reporting.

(a) The Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. The Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Provider agrees that all staff members will abide by such laws in a timely manner.

(b) The Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under the Provider's supervision.

2.19 Code of Conduct.

(a) The Provider shall abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County **(Exhibit 7)** provided by the SBBC. The Provider and its employees are required to complete and submit the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County prior to the beginning of services.

(b) The Provider shall have all SBBC employees hired complete the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers **(Exhibit 8).**

(c) Administrators cannot be hired or compensated by the SES Provider. The Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers provided by the SBBC must be submitted prior to the start of tutorial services.

(d) Failure to abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County will result in a termination of this contract.

2.20 Compensation.

(a) The cost of tutorial services shall not exceed the per pupil allocation amount of $1147.00. This allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(b) The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on the Provider's approved SES application with the FLDOE. The Provider will receive payment when tutorial services for which payment is requested have been performed satisfactorily in full and verified.

(c) SBBC is not obligated to pay for unsatisfactory services. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

(d) The Provider must provide services for students only provided by SBBC. Payment will not be rendered for students that are not approved by the Title I office.

(e) The Provider shall limit tutoring to two (2) hours per day and a maximum of ~~to~~ six (6) hours per week. Instruction shall be provided beyond the regular school day. Tutoring that extends beyond six (6) hours per week will not be paid by SBBC. The Provider will be paid only for sessions students attend.

(f) The SBBC is not obligated to communicate or render payment to any third person or entity.

2.21 Compliance with Policies and Laws. The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement. The Provider must also ensure that the SES is in compliance with federal/state laws and District

Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

2.22 Confidentiality of Student Records. The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.23 Conflict of Interest. The Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. The Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.24 Contact Parents. The Provider must immediately contact the parent of any student who misses two or more days. The Provider must implement interventions for students who are habitually absent. Additionally, upon a student's completion of his/her SES program a parent shall be contacted by the Provider and informed of the program's completion.

2.25 Control of Students.

(a) The Provider, while providing services, shall be responsible for the control and safety of students from the time the student arrives for services until the student is placed under control of the parent/guardian or other approved caregiver, at the end of service. The Provider must escort all students to the proper caregiver or approved means of transportation at the end of the service. The Provider must check the ID of the person picking up the student to make sure it matches an individual allowed to care for that child.

(b) The Provider is obligated to supervise its students and employees before, during and after the provision of SES. All supervision and care is at the expense of the Provider. This Agreement may be cancelled if the Provider fails to supervise its students and employees.

(c) If the District, Principal or Principal Designee becomes aware of an instance when the Provider has failed to properly supervise its students or employees at the school, SBBC, Principal or Principal Designee will give written notice to the Provider. The Provider will have twenty-four (24) hours to correct the problem. If the Provider fails to correct the problem within twenty-four (24) hours from receipt of the Principal's notice, then the Principal is authorized to cancel the facilities Agreement without further notice.

2.26 Delivery Model. The Provider shall be secular, neutral, and non-ideological in instruction and content. The Provider shall assume responsibility for supervision and care of students during the times that students are in its care and will further ensure that students are supervised before and after SES tutoring sessions have been completed. All supervision and care is at the expense of the Provider.

2.27 Disputes. Disputes between the SBBC and the Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31st Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.28 Facility Access. The Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview the Provider, and review each student's progress. The Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.29 Hired Staff and Tutors. All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep ID files updated and submitted to the Title I office throughout the terms of this Agreement will result in nonpayment for services rendered and termination of this Agreement.

Due to the inability of an international background check to be completed by the Florida Department of Law Enforcement, Federal Bureau of Investigation, or other United States law enforcement agency, no tutors residing outside of the United States will be permitted to tutor in Broward County. The Provider is required to hire a lead teacher at all sites with more than twenty (20) students. The Provider agrees to abide by the SBBC's Personnel Hiring Guidelines for SES Providers **(Exhibit 9).** Failure to abide by the Personnel Hiring Guidelines will result in a termination of this contract.

2.30 Incentives. The Provider must limit student incentives as follows:

(a) Must not exceed a total of fifty dollars ($50.00) per student for all incentives;

(b) Incentives must be earned by achievement or attendance;

(c) The Provider may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign-up. Only students assigned to a Provider may be informed of achievement or attendance incentives;

(d) Per Section 1008.331, Florida Statues, Supplemental Educational Services in Title I schools, a Provider may not provide incentives to entice a student or a student's parent to choose a Provider.

2.31 Inspection and Audit. SBBC, its auditors and representatives, Florida Department of Education and USDE, its auditors and representatives shall have the right to examine and inspect such records at any time. The Provider shall cooperate with all reasonable requests to inspect records.

2.32 Insurance Coverage and Minimum Requirements. The Provider shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum

insurance, the SBBC shall not be deemed or construed to have assessed the risk that may be applicable to the SES provider. The SES provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The SES provider is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

2.33 Insurance - Verification of Coverage. Proof of the required insurance must be furnished by the Provider to SBBC Risk Management Division by Certificate of Insurance within 15 days of notification of award by SBBC. The certificate of insurance must contain a provision for written notification to SBBC in accordance with policy provisions as outlined in the current ISO ACORD 25 (2010/05) form. All certificates and endorsements must be received and approved by SBBC before any work commences to permit Provider time to remedy any deficiencies. All coverages are required to be first dollar without application of deductible, unless otherwise stated. If multiple entities/locations are insured under a single policy each coverage limit must apply separately. Only the named insured on the contract will be accepted on the Certificate of Insurance.

(a) Acceptability of Insurance. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(b) Commercial General Liability - Broad form coverage including all risk associated or arising out of services provided under this contract:

General Aggregate $ 1,000,000
Each Occurrence Limit $ 1,000,000

The School Board of Broward County, Florida, its' members, officers, employees and agents shall be listed as Additional Insured and such coverage shall be no more restrictive than the latest edition of ISO form CG 20 10.

(c) Automobile Liability - Coverage shall not be any less restive than the standard ISO Business Auto Policy CA 00 01. The policy Named Insured *MUST* list the SES Provider Company Name, not an individual's name.

Owned Auto*
Non-owned Auto
Hired Auto
Bodily Injury/Property Damage (Each Accident) $1,000,000

****In the event the company does not own any vehicles, we will accept Hired and Non-Owned coverage in the amounts listed above. In addition, we will require a notarized Owned Auto Affidavit signed by the company.***

(d) Workers' Compensation – must be provided for all of its employees in compliance with Chapter 440, Florida statutes:

Coverage A (Workers' Compensation) Statutory
Coverage B (Employers Liability) $100,000 each accd/$100,000 disease, each employee/$500,000 disease policy limit

Currently, in the state of Florida, Workers' Compensation coverage is required for all entities with more than three (3) full and/or part-time employees. We require a notarized Workers'

Compensation affidavit signed by a company officer for all companies that do not require this coverage.

(e) Professional Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Annual Policy Aggregate $2,000,000
Max. Deductible $25,000

(f) Sexual Abuse / Molestation Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Max. Deductible $25,000

(g) Certificate of Insurance Information. Prior to the commencement of any work, as evidence of required coverage the Insured must provide a Certificate of Insurance to: SBBC Risk Management Division. (For SES Tutoring Title I participants, fax certificate of insurance to Risk Management at 866-898-4527.)

(h) The Liability policies are to contain the following provisions. In addition the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement number is: _____.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. 30 days written notice will be given to SBBC Risk Management Division prior to any material changes or for cancellation prior to the expiration date OR policy cancellation provisions must be submitted with certificate of insurance.

(i) If multiple entities/locations are insured under a single policy, each coverage limit must apply separately to each entity/ location. The following wording must be included on the Certificate of Insurance: **Coverage limits apply separately to each entity/location per endorsement #** _____. (Only the named insured on the contract will be accepted as the named insured on the Certificate of Insurance.)

2.34 Location of Services.

(a) All tutoring and physical locations for services must be performed and located in Broward County, Florida. The Provider shall notify SBBC of the names and addresses of all schools, centers and other locations where the Provider's services will be offered. The list of Provider's tutoring sites shall be boldly printed on all marketing materials intended for use at SES Provider Fairs. A Provider who participates in SES Provider Fairs, individual school open houses or registration campaigns shall conspicuously post the locations of its tutoring programs.

(b) The Provider may only post school locations where leases have been obtained and officially approved by SBBC.

2.35 Marketing Requirements. All marketing materials must be submitted to and approved by the Title I office.

(a) All materials distributed to parents must include the following statement:

"In order for your child to be eligible for Supplemental Educational Services (SES), your child must attend a Title I school for the 2012 – 2013 school year and have scored a Level 1 or Level 2 on the Florida Comprehensive Assessment Test (FCAT)."

(b) The Provider agrees to print the following notice at the top of materials distributed to parents in all caps, at least 12-point font. DISTRIBUTION DOES NOT IMPLY ENDORSEMENT OR RECOMMENDATION BY BROWARD COUNTY PUBLIC SCHOOLS.

(c) The Providers agrees that all marketing materials including posted materials used to promote SES in Broward County shall be translated into Spanish and Haitian-Creole.

(d) Any marketing materials found by SBBC on its property and/or at any of its sponsored events that do not include the aforementioned disclaimers will be seized and disposed of by personnel of the SBBC.

(e) The Provider may list the eligible SES schools where the Provider will be providing SES.

(f) Failure to comply with all marketing requirements will result in this contract becoming null and void.

2.36 Meetings. The Provider must attend the Annual Orientation Meeting to discuss the Provider obligations for the 2012-2013 school year. The Provider is also obligated to attend regular scheduled technical assistance meetings throughout the year.

2.37 Minimum Per Site.

(a) The Provider agrees to provide services to students from any eligible school where at least 2 parents have selected services from the said Provider and students have been assigned the same.

(b) If the Provider withdraws from offering services to the SBBC students and the minimums per school set by the Provider have been met, the SBBC shall report the Provider to the FLDOE. The Provider shall be immediately removed from providing services for the current school year for SBBC.

2.38 Monthly Invoices. The Provider shall submit monthly invoices to the Title I Office for services rendered. Invoices must be generated from SBBC's SES database and shall be submitted on or before the last day of the following month of services rendered. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than Tuesday, April 30, 2013.

(a) Invoices received after the last day of the billing month shall be assessed a fee of $60.00. An additional fee of $5.00 will be assessed for each day thereafter.

(b) Invoices received 15 calendar days after the last day of the billing month shall be assessed a fee of $10.00 per day.

(c) Invoices returned to the Provider for corrections shall be assessed a fee of $60.00 for the first occurrence

(d) Invoices returned to the Provider for corrections shall be resubmitted to SBBC within five (5) business days; otherwise, the Provider shall be assessed a fee of $10.00 per day beyond the 5th day.

(e) Invoices returned to the Provider for corrections more than one time shall also be assessed a fee of 1% of the total invoice amount.

For each monthly invoice, the Provider shall submit:

(a) A SBBC approved Invoice Cover Form **(Exhibit 10)**

(b) An invoice generated by SBBC's SES database.

(c) The original Monthly Attendance and Payment Record provided by the SBBC to the Title I office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, school, name of the Provider and telephone number, location of tutoring services, tutor/instructor's name, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign the Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The attendance records must be alphabetized according ~~by~~ to the name of the students on the invoice.

(d) A SBBC approved Daily Sign-In Sheet must be included for each student for whom the Provider is seeking payment for services rendered. The Daily Sign-In Sheet must include the company's name, the student's first and last name, location of services, name of tutor, month of service, days of service, subjects tutored and session times. The student must sign-in each day of tutoring and include the date. The student's name must be in his or her own handwriting. Free tutoring sessions shall not be indicated on the Daily Sign-In Sheet. For online services only, a detailed time log is required in lieu of the Daily Sign-In sheet.

(e) A progress report generated from SBBC's database for each student listed on the invoice.

(f) All documents or forms used to report attendance, student progress, and invoices shall remain free of white out and overwriting. Documents must be original and free from excessive strikethroughs and/or alterations of any type. Failure to provide the information as stated above will result in nonpayment of monthly invoices until all documents and/or reports adhere to the language above.

(g) The Provider shall not invoice the district for pre- and post- testing, and SBBC shall not fund pre- or post testing.

(h) The Provider shall limit tutoring to six (6) hours per week and shall not conduct tutoring beyond 8:00 p.m. Tutoring that extends beyond these limits will not be paid by SBBC.

(i) The Provider shall not provide tutoring beyond the contracted allotment and no "free hours" of tutoring will be allowed. No additional hours are permitted to be offered to students in excess of the hours written on the student's SLP. SBBC funds will be used exclusively to provide tutoring for students. Additional hours offered to parents without cost constitutes an incentive, which is prohibited by Section 1008.331, Florida Statues.

(j) Only documentation recorded on forms provided by SBBC will be paid by SBBC.

(k) The Provider will not have access to SBBC's resources (copying, office space, computer and equipment) to complete requirements related to providing SES services to students or invoicing.

2.39 Pre- and Post-Tests. All students must be administered the state approved pre-test as outlined in the Provider's state-approved application, prior to the first day of tutoring and the state approved post-test after the last session of tutoring.

(a) The Provider shall submit a summary of all pre- and post-test results. The summary must be correlated to the NGSSS as it relates to the goals and benchmarks stated in the SLP.

(b) A pre-test summary for each student must be submitted with the first invoice and a post-test summary with the invoice after the student completes the SES tutorial program. The post test summary shall also include the pre test scores.

(c) Failure to provide a pre- and post-test summary for each student will result in a fee assessment. A fee of $5.00 will be assessed for each missing or inaccurate pre- and/or post-test summary. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each pre- and/or posttest summary that is not corrected and returned within 5 days to the Title I SES office.

(d) The Provider shall only invoice for the actual time spent tutoring the student. The Provider shall not invoice the district for pre and post-testing, and SBBC shall not fund pre- or post-testing. The invoice will remain unpaid until all pre- and/or post-test summaries adhere to the language above.

2.40 Progress Report. The Provider shall provide a Progress Report **(Exhibit 11)** for each student to whom the Provider services under this Agreement. The Provider shall, on a monthly basis, send SBBC, student's school and parent(s) a written report describing the student's progress, including interim, pre and post assessment results. The Progress Report shall be legible, comprehensive and in a uniform format. The Provider shall be responsible for providing translation services whenever practicable, in the event that a parent requires translation of the student's Progress Report. The Provider shall maintain written proof of such translations.

The Progress Report must be based on the goals written in the SLP and identify specific academic progress made toward those goals. The Provider shall complete and maintain the online Progress Report in the SES database. The Progress Report must include the following information as reflected in the FLDOE requirements:

(a) Appropriate spelling & grammar usage

(b) Quantitative data and/or scores based on an assessment which reflect change in the student's performance level related to the goals set for the student

(c) Statements of relevant academic achievements related to the selected goals and objectives

(d) Appropriate and detailed parent friendly report of progress.

(e) Failure to provide the information as stated above will result in a fee assessment for each progress report that is void of the information listed. A fee of $5.00 will be assessed for each progress report declined by the SBBC. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each progress report that is not corrected and returned within 5 days to SBBC's SES office. Invoices will remain unpaid until all progress reports adhere to the language above.

2.41 Prohibition of Defaming. The Provider shall not defame or discredit the SBBC in any way. Failure to abide will result in termination of this Agreement.

2.42 Prohibition of Lobbying. The Provider shall not lobby or market on SBBC's property without permission from school administrators or the Title I office. Failure to comply will result in termination of this Agreement.

2.43 Record of Attendance. The Provider shall maintain a Daily Student Sign-In sheet and a Monthly Attendance and Payment record and a portfolio of student services.

(a) The Daily Student Sign-In **(Exhibit 12)** must include the month, name of company, student's first and last name, student identification number, location of tutorial services, first and last name of tutor, subject(s), session time(s), date of each session and the student's original signature.

(b) The daily attendance as indicated on the Daily Sign-In sheet shall be entered and maintained in SBBC's SES database and must be entered each day as services are rendered.

(c) The Monthly Attendance and Payment Record **(Exhibit 13a)** for each student tutored at a school must be maintained and submitted to the on-site SES facilitator the first of each month for the preceding month.

(d) The Monthly Attendance and Payment Record **(Exhibit 13b)** for each student tutored off school campus must be reviewed with the parent and must also contain the parent's original signature.

(e) The Provider shall submit the original Monthly Attendance and Payment Records provided by SBBC to the Title I Office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, name of school, name of the Provider and telephone number, location of tutoring services, first and last name of tutor, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The Provider is paid only for sessions students attend. The Provider shall permit access to and/or a copy of such records to SBBC upon request.

(f) Failure to provide the Monthly Attendance and Payment Record as stated above will result in a fee assessment for each Monthly Attendance and Payment Record that is void of the information listed. A fee of $10.00 per Monthly Attendance and Payment Record will be assessed for each returned Monthly Attendance and Payment Record. The Provider shall be assessed a fee of $15.00 per day beyond the 5th day for each Monthly Attendance and Payment Record that is not returned within 5 days to the parents, school and district SES office. Invoices will remain unpaid until all Monthly Attendance and Payment Record adhere to the language above.

2.44 Reimbursement for Fraud. The Provider will reimburse to SBBC, or SBBC may withhold from the Provider, the amount of any fees or penalties that are paid by SBBC to the state or federal government because of a finding in an investigation or audit by a state or federal auditor that the Provider has committed fraud.

2.45 SBBC Employee Disclosure. All SBBC employees hired by the Provider must complete the SES Provider and SBBC Employee Disclosure form **(Exhibit 14).** Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance to SBBC Rules and any governing labor contracts. The Provider agrees to submit all original signed SES Provider and SBBC Employee Disclosure forms to the Title I Office. Failure to disclose all SBBC employees will result in a termination of this contract.

2.46 SES Database. The Provider agrees to utilize SBBC's online SES database to develop the SLP, Monthly Attendance and Payment Record, progress report information and invoice. The Provider agrees to update SBBC's SES database daily as services are rendered.

2.47 Statement of Goals and Objectives. The Provider shall develop, in consultation with parents, a statement of specific goals and objectives for each eligible student whose parent elects to receive SES.

(a) The goals set forth in the SLP must address specific deficiencies of the student. All goals must be related to the NGSSS and be consistent with the students' Individual Education Plan and/or the student's 504 plan, if applicable.

(b) The Provider shall submit three (3) or more objectives on each student's SLP. Each objective must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve.

(c) The Provider must frequently monitor students' progress and make parents aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, and start and end dates. Each parent/guardian and SBBC shall approve the statement of goals for the student. The Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian. This Agreement may be terminated if the Provider is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

2.48 Student Records and Security of Records. All student records shall be kept in a secure location, preventing access by unauthorized individuals. The Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. The Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. The Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC.

The Provider shall turn over to SBBC all student records for eligible students to whom the Provider has rendered SES services if SBBC terminates this Agreement.

2.49 Subcontract and Assignment. The Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with the Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

2.50 Supplies, Equipment and Facilities.

(a) The Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her SLP. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

(b) The Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. The Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

(c) Should the Provider enter into a separate agreement with SBBC for use of SBBC school facilities, such use shall constitute a revocable license and the Provider agrees to immediately vacate the premises upon the written demand of the SBBC, Principal or Principal Designee. The Provider shall not assign more than two (2) tutors per classroom leased for tutoring, including non-district premises.

2.51 Timeline for Services.

(a) It is the intention of SBBC to release the list of eligible students to the Provider at the earliest possible date, but no later than September 25, 2012. Upon receiving the eligible student list, the Provider will consider the number of students listed and agree to notify SBBC five (5) calendar days if it wants to serve the students. If the Provider fails to notify SBBC within the five (5) day period, this Agreement will be void, and the district will remove all names assigned to the Provider.

(b) The Provider must complete the SLP agreement process and commence service with 80 percent of students on its list within 20 calendar days or by October 15, whichever date comes first. If the Provider fails to serve at least 80 percent of its students in the manner described herein, SBBC will reassign un-served students to an alternate Provider.

(c) Once the SBBC has assigned the minimum number of students per school, the Provider shall serve the students from that school, irrespective of the school's location. The Provider's failure to serve students at a location designated by the Provider shall void this Agreement with SBBC.

(d) The Provider agrees to make at least three (3) attempts to contact the parent of an assigned student. The Provider shall document such attempts in writing before the Provider indicates the student cannot be served and requests that the student be removed from their list of assigned students. Such documentation must be submitted to the Title I office.

2.52 Transportation.

(a) Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

(b) Schools must be given written notice regarding transportation agreements between parent and the Provider prior to the first day of tutoring. The written notice must include student's name, grade, school, transportation days, time, name of parent giving permission and any other pertinent or applicable information.

2.53 Tutor Training.

(a) The Provider shall maintain a Staff Training Staff Acknowledgement Form **(Exhibit 15)** for all hired tutors.

(b) The Provider shall train all tutors on the administration of the Provider's SES program and the SBBC's SES procedures as provided at the Annual Provider Meeting and Technical Assistance Meetings.

(c) The Provider must sign the tutor-training log verifying all tutors have been trained in the procedures, have signed SBBC Code of Ethics and have received the appropriate tutoring materials necessary to implement the Provider's SES program as documented on the Provider's state approved SES application.

(d) The initial tutor-training log must be submitted to SBBC no later than September 25, 2012, with additional submissions as training sessions are provided.

(e) The tutor-training log will be used by SBBC to verify that the trained tutors have been cleared through a Level II Background Check.

(f) The Provider shall submit copies of the agendas and training manuals/materials to SBBC.

(g) The training log must include all items listed on the Provider Trainer Assurance Form **(Exhibit 16).**

2.54 Tutoring Limits. The Provider shall limit tutoring to two (2) hours per day, maximum six (6) hours per week. Instruction shall only be provided beyond the regular school day. The Provider agrees to not start tutoring after 7:00 p.m.

2.55 Tutoring Services. The Provider must deliver services in compliance with the Provider's state approved application.

(a) The Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students.

(b) The Provider will ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

(c) The Provider shall provide SBBC with a list of their State approved curriculum, supplemental materials and assessments to be used by the tutors prior to the start of tutoring.

(d) The Provider will use highly qualified instructors to provide instruction as required in the Provider's SES application approved by the Florida Department of Education.

2.56 **Inspection of Provider's Records by SBBC.** Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Provider Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Provider or any of Provider's payees pursuant to this Agreement. Provider's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Provider's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Provider's Records Defined. For the purposes of this Agreement, the term "Provider's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Provider pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Provider reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute

grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Provider. If the audit discloses billings or charges to which Provider is not contractually entitled, Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Provider pursuant to this Agreement and such excluded costs shall become the liability of Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.57 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Title I Office Name of District Representative 701 N. W. 31st Avenue Address Ft. Lauderdale, Florida 33311 Address
To the Provider:	Journey To Learning Educational Services, Inc. Name of Other Party 121 Alexander Estates Drive Auburndale, FL 33823 Address Address

With a Copy to:

Name to be provided by Other Party

Address

Address

2.58 Indemnification. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Provider: Provider agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Provider, its agents, servants or employees; the equipment of Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Provider, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party

by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is

exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 Student Records. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

This portion intentionally left blank.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Ann Murray, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROVIDER

(Corporate Seal)

Journey To Learning Educational Services, Inc.
Insert Full Legal Name of the Corporation, Agency or Other Legal Entity

ATTEST:

By Barbara W. Jones

_____, Secretary

-Or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 10 day of September, 20 12 by Barbara W Jones of
Name of Person

_____, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced Personally Known as
Type of Identification

identification and did/did not first take an oath.

My Commission Expires:
October 20, 2013

Signature – Notary Public

(SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
Markene J. Henry
Commission # DD908096
Expires: OCT. 20, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

Markene J. Henry
Printed Name of Notary

DD 908096
Notary's Commission No.

Exhibit 1

The School Board of Broward County Supplemental Educational Services

Student Learning Plan - School Year 2012 – 2013

Contact Information

Print

Provider

Contact Person — Title I SES — Title

Mailing Address

Location Address

Phone#

Student — **Grade**

Mailing Address

Address 1

Address 2

Phone#

Parents/Guardians

Name — Relationship

Name — Relationship

School — Phone

Cell Phone

1. Student's Individual Goals

[redacted] 1 subject required, 2 maximum. 1st subject 3 objectives required, 2nd subject 2 objectives only.

#	Subject	Strand	Goal (Standard)	Objective 1	Objective 2	Objective 3
Edit New Delete						

Exhibit 1

2. Performance Measures For Meeting Goals

Provider will measure the student's progress in meeting the goals as follows

[Insert description - for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the goals fit with the student's IEP.]

3. Timeline for Improving Achievement

District, provider, and parent have set the following timeline for improving the student's achievement

Sessions per Week

Session Duration

Start Date

End Date

Instruction Type

Days of Week ☐ M ☐ T ☐ W ☐ Th ☐ Fr ☐ Sa ☐ Su

Current School Year 2012

Total # of Sessions

Start/End Time

Total Hours

Session Location Select One

Address

City

State FL

Zip

4. Description of Services

Provider will give the student the following educational supplemental services

[Insert general description of program & procedures, also include method of delivery for example; tutoring, small classes, etc.]

5. Communication with Parents and District

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting methods - for example; written report on monthly basis.]

6. Confidentiality

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s)

Exhibit 1

7. Signatures

We hereby certify that we have read and understand this Supplemental Educational Services Statement of Goals.

Provider

Signature	Date
Printed Name	
Title	

Parent/Guardian

Signature	Date
Printed Name	Relationship

Parent/Guardian

Signature	Date
Printed Name	Relationship

SES Facilitator

Signature	Date
Printed Name	

Other

Signature	Date
Printed Name	
Title	

Save

Exhibit 2

Teacher: < name of teacher >

The School Board of Broward County, Florida
Title I, Migrant and School Improvement
701 N. W. 31st Avenue
Ft. Lauderdale, FL 33311

Date: **May 1, 2013**

To: **Parent of Students in SES Programs**
From: **Broward County Title I Supplemental Educational Services**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May 10, 2013.** For questions regarding the survey, please call 754-321-1400.

Student name: «FirstName» «LastName» Grade level: «GrdLvl»

School: «SchoolName»

Provider name: «ProviderName»

Check location of services: School_____ Home_____ Provider Facility_____ Public Facility_____

Subject(s) tutored by provider: «Subject» «Subject»

On a scale of 1 to 3, **whereas 1 is "Unsatisfactory," 2 is "Satisfactory" and 3 is "Outstanding"**, please **circle the number** that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section.

Questions	Circle one: Unsatisfactory	Satisfactory	Outstanding	Don't know
1. Did the provider give you and your child regular feedback on his or her learning? Comments:_____	1	2	3	☐
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments:_____	1	2	3	☐
3. Were you satisfied with the provider's instructors? Comments:_____	1	2	3	☐
4. As a whole, were you satisfied with the quality of the services your child received? Comments:	1	2	3	☐
Parents of students with disabilities *only*. This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS): 5. Were the services given to your child consistent with your child's IEP or IS?	1	2	3 Comments:_____	☐
Parents of English-Language learners *only*. This question is only for parents of English-language learners: 6. Were the services given to your child appropriate for an English language learner?	1	2	3 Comments:	☐
Parents of English-Language learners *only*. This question is only for parents of English-language learners: 7. Did the provider give notices, letters, and other information in your language?	1	2	3 Comments:	☐

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

SES Provider: _____ Date of Observation: _____

School Site/Tutoring Location: _____ Begin Time: _____ End Time: _____

SES District Representative (Observer): _____

SES Tutoring Services

SES Facilitator's Name: _____ On site? Yes ❑ No ❑

Provider's Lead Teacher's Name: _____ On site? Yes ❑ No ❑

Name of Tutor(s)	Number of Students	Grade Level(s)	Subject Area	SLP Goals Targeted	Tutoring Location

PROGRAM MANAGEMENT/COMPLIANCE	Comments
1. Tutor/Provider staff is wearing appropriate vendor badge. Yes ❑ No ❑ NA ❑	
2. Provider's staff is on site before delivery of services and assumes responsibility of students before tutoring session. Yes ❑ No ❑ NA ❑	
3. Arrival, Dismissal and Emergency procedures are in place. Yes ❑ No ❑ NA ❑	
4. Snacks are provided outside of contracted tutoring time. Yes ❑ No ❑ NA ❑	
5. Procedures are in place for delivery of services if tutor is late or absent. Yes ❑ No ❑ NA ❑	

DELIVERY OF INSTRUCTION		Comments
Tutoring sessions begin and end as indicated on the SLP.	Yes ❑ No ❑ NA ❑	
Students are supervised during SES instructional time.	Yes ❑ No ❑ NA ❑	
Tutor is prepared with materials and begins on time.	Yes ❑ No ❑ NA ❑	
Instructional materials are available for all students.	Yes ❑ No ❑ NA ❑	

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

Instructional materials are individualized to students' academic needs.	Yes ❑	No ❑	_____
Tutor interacts with students, provides feedback, and manages student behavior.	Yes ❑	No ❑	_____
Tutor uses appropriate instructional strategies which are appropriate to the students' needs.	Yes ❑	No ❑	_____
Students are engaged and are able to ask questions.	Yes ❑	No ❑	_____
Make-up sessions are available for students who miss sessions.	Yes ❑	No ❑	_____

Student Records			**Comments**
Emergency Contact cards and release information is available.	Yes ❑	No ❑	_____
The emergency plan is available.	Yes ❑	No ❑	_____
Student Learning Plans are available.	Yes ❑	No ❑	_____
Broward County student daily sign-in sheets are evident and in use by students.	Yes ❑	No ❑	_____

Comments and Interviews

_____

_____

_____

_____

Follow-up monitoring visit recommended	Yes ❑	No ❑	
Monitoring visit discussed with Provider	Yes ❑	No ❑	Date: _____

_____ _____

Observer's Signature Date

Exhibit 4

School Board of Broward County (SBBC)
Supplemental Educational Services

Student Learning Plan (SLP)
Evidence of Attempts to Consult with Parent Form
2012-2013

Student Name: _____ ID Number: _____

School: _____ Grade: _____

Name of Provider (Print): _____

As a Provider you are required to make reasonable efforts to contact the parents of the above-named student regarding SLP consultation (three different attempts shall be considered reasonable). However, if after three attempts, you are unable to contact his/her parents unable to conduct a face-to-face meeting, or have consulted with the parent but have been unable to secure their signature; you may develop the SLP and submit this page to the Title I office for a "pending approval" status by indicating below the type of attempts and the dates when they occurred. The parent's signature must be secured on the SLP prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent and a "final approval" awarded.

FIRST ATTEMPT (Insert a √ in the appropriate column)					**SECOND ATTEMPT** (Insert a √ in the appropriate column)					**THIRD ATTEMPT** (Insert a √ in the appropriate column)				
Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe

I, as an authorized representative of _____(company's name), certify that the above information is true and accurate to the best of my knowledge and the parent(s) of the above-named student will be provided with a copy of the approved SLP and the Provider's contact information if the parents wish to discuss the plan.

Provider Representative Name: _____ Date: _____
(Print)

Provider Representative Signature: _____

Exhibit 5

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Waiver Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY **SBBC EMPLOYEES**	**PRINT ALL INFORMATION**		
LAST NAME	**FIRST NAME**	**Badge Expiration Date**	**Name of School or Work Location**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			

Exhibit 6

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY NON-SBBC EMPLOYEES	PRINT ALL INFORMATION			
LAST NAME	FIRST NAME	Badge Expiration Date	Date of Birth (MM/DD/YYYY)	Social Security #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				

Exhibit 7

Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County 2012-13

Please be reminded that STATE APPROVED SES PROVIDERS and their staff serving Broward County Schools must adhere to the following Code of Professional Conduct and Ethics regarding Supplemental Educational Services (SES):

* SES Providers **shall not** compensate district employees personally in exchange for providing access to facilities, providing student lists, assisting with marketing or student recruitment to promote enrollment in a provider's program.

* SES Providers **shall not** request from district employees a list of students eligible to receive services, as this information would identify a student as eligible for Free and Reduced Lunch, which is in violation of the Family Educational Rights and Privacy Act (FERPA).

* SES Providers **shall not** employ district employees in the capacity of principal, assistant principal, district administrator, or SES Coordinator.

* SES Providers **shall not** pay school based SES facilitators to be facilitators for the provider.

* SES Providers **shall not** hire school personnel for any purpose other than instruction-related services (Tutor) or company/provider program coordinator (Provider Lead Tutor).

* SES Providers **shall not** offer parent or student any form of incentive for signing-up to receive services. Simple door prizes of a nominal value (approximately $5.00 per prize) and refreshments can be offered to potential students and their families, while attending school/district based informational sessions.

* SES Providers **shall not** overwhelm principals and school staff with e-mails or personal visits to discuss leases, student sign-up, hiring teachers and presentation of curriculum. Providers are encouraged to follow the district's process of contacting schools for information.

* SES Providers **shall not** distribute or make arrangements with school administrators, teachers or school support staff to send home, via backpack or mail, the Broward School's SES Enrollment Forms that has a provider's name pre-printed or handwritten as part of the form or flyers endorsing a specific SES program.

* SES Providers **shall not** use school staff to market or promote their program to parents or students.

* SES Providers **shall not** modify any SES enrollment form completed by a parent.

* SES Providers **shall not** pre-print, photo copy, modify or distribute the enrollment form with the provider's name.

* SES Providers **shall not** mislead parents regarding the enrollment process.

• SES Providers **shall not** contact parents on behalf of the district to inform them about SES services

* SES Providers **shall not** submit enrollment forms to the district office. All enrollment forms must be returned to the school. School staff will submit forms to the Title I Office.

* SES Providers **shall not** mislead parents regarding the number of hours of service available based on the per pupil allocation and the published rate per hour.

* SES Providers **shall not** post signs, pass out flyers or implement any other marketing strategies on school or district property, as this creates a disruption, which prevents the school from operating in a safe and orderly manner.

* SES Providers **shall not** create or pass out flyers/signs that has school or district information that is inaccurate or suggests that the District is promoting an SES Provider's company.

* SES Providers **shall not** misquote or misrepresent District or school staff.

* SES Providers **shall not** encourage students/parents to switch Providers once enrolled. A student is considered enrolled once the District has issued the formal student / Provider list.

* SES Providers **shall not** implement a rewards program for attendance and/or achievement that is not part of the provider's state-approved program (rewards for student's performance up to $50.00 can be offered per student per year).

* SES Providers **shall not** interact with each other in an unprofessional manner in the presence of students, parents, school personnel, and district personnel during district and school sponsored activities.

ACKNOWLEDGEMENT OF RECEIPT OF THIS CODE OF PROFESSIONAL CONDUCT AND ETHICS FOR STATE APPROVED SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

Signing this form, acknowledges that I (representative of this company) have read the Code of Professional Conduct and Ethics regarding SES and agree to comply with these requirements. This company will also ensure that all employees and contracted entities are informed about their obligations in meeting the above Code of Professional Conduct and Ethics.

Signature of SES Provider's Representative	Print name of representative
Company Name of SES Providers (print)	Date

Form is due prior to October 15, 2011.
Originals only. Will not accept faxed or e-mailed copies.
Blue ink preferred for signature.

Exhibit 8

Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers 2012-13

1. Employees shall not campaign, recruit, solicit for, or otherwise work for the purpose of gaining students for the provider during hours of employment by the district. This includes talking to parents about a specific provider and the provider's program.

2. District employee shall not represent an SES provider during parent/student night, school functions at which the employee is required to attend by the district, or other school activities.

3. Employees shall not have access to student lists, phone numbers, free/reduced lunch lists, or other student information at any time to be used for the purpose of recruiting students for an SES provider. This is a violation of the Family Educational Rights and Privacy Act (FERPA).

4. Employees shall not use district materials and supplies, such as paper, pencils, books, computers, application software, printers, crayons, etc. for the purpose of administering the SES program, without prior written permission.

5. Employees of SES providers shall not have access to copiers, phones, or other equipment owned, leased or operated by the Broward County School District, even if the tutor is a Broward County School District employee.

6. District employees are not necessarily able to tutor in the classroom they are assigned to during the regular school day. Providers can request space at the school. Principals (with input from Area Offices) make the decision as to whether there is space available. Principal determines where the provider will be placed in the school.

7. SES providers are required to supply their tutors with all materials needed to implement and deploy the program described in the provider's request for application to the State of Florida.

8. Distribution of materials by providers to school staff requires the permission of the Principal of the school. Distribution of these materials can only take place before or after regular school hours.

9. Teacher or other employees shall not tutor any student who is assigned to that teacher during the regular school day, unless specific permission has been given by the district's SES office.

Signing this form, acknowledges that I have read the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers and agree to comply with these requirements.

Signature of SES Employee	Print name of Employee
Name of SES Company (print)	Date

SES Provider is responsible for retuning this form to the Title I Office within one week of employing a Broward School District employee. Failure to comply will result in termination of Provider's contract with SBBC.

Exhibit 9

School Board of Broward County, Florida
Personnel Hiring Guidelines for SES Providers

Criminal Records including Guilty Pleas (Regardless of Adjudication),
No Contest Pleas, Pre-trial Intervention/Diversion

This is not intended to be a complete list of all disqualifying criminal offenses.

I. Will Not Hire

- Extreme Violence (Aggravated assault/aggravated battery, murder, attempted murder)
- Sexual Offense (Lewd and Lascivious – Sexual Battery, Rape, Sex with a minor)
- Kidnapping
- False Imprisonment
- Child Abuse
- Pornography
- Extortion
- Manslaughter (Including Vehicular Homicide/Involuntary)
- Indecent Exposure if sexual in nature
- Currently on probation or has a case pending that is a DUI or criminal in nature

II. Will Not Hire – if offense less than 10 years old. Will consider and carefully review if older than 10 years

- Felony drug use
- Grand theft/robbery
- Burglary
- Felony Battery/assault
- Felony possession of a concealed weapon
- Welfare/Unemployment Fraud
- Forgery
- Arson
- Prostitution or Solicitation of Prostitution
- Grand larceny
- Other felonies not mentioned in Section 1

III. Will Not Hire – If offense is less than 5 years old. Will consider and carefully review if older than 5 years

- Multiple DUI's
- Misdemeanor drug and/or paraphernalia
- Possession of concealed weapon – misdemeanor
- Battery/Assault
- Resisting arrest with violence
- Domestic Violence

IV. Judgment – case by case review

- DUI – one incident only
- Sale of alcohol to minor
- Worthless checks
- Disorderly conduct
- Multiple criminal offenses
- Petty theft (theft to deprive/retail theft/shoplifting
- Trespassing/Loitering
- Arrest without violence
- Larceny
- Other criminal offenses

Exhibit 10

School Board of Broward County
2012 – 2013 Supplemental Educational Services
Invoice Cover Form

Directions: **Information on this form must be typed and signed in blue ink by the authorized representative of the SES Provider Company.**

Company Name: _____

To: Title I Office
701 NW 31st Avenue
Fort Lauderdale, FL 33311

Attn: Title I/SES Bookkeeper

Contact Person for invoice _____

Provider Phone #: ( ) _____

Provider Fax #: ( ) _____

Invoice Number: _____

Date: _____

Service Period (Month/Year)	**Services Rendered**	**Title I use only**
	Invoice Amount: $_____	Total Amount to be Paid $ _____
	Adjustments Hours of services will be removed and the invoice adjusted if the tutor(s) listed on the Monthly Attendance and Payment Record was/were not cleared prior to providing services, students did not sign the daily sign in sheet or the information is on the sign in sheet is missing or wrong, and/ or white out was used on any forms used for invoicing purposes. In addition, per the 2012 -2013 Agreement for Supplemental Educational Services (SES) Providers, the fees outlined below will be deducted from the invoice amount, if applicable. **SBBC reserves the right to withhold payment if a review reveals that the Provider has submitted overcharges.**	Original Invoice Amount: $ _____ Less Adjustments: $ _____ Total Amount: $ _____

Title I Use Only

If applicable, per the 2012- 2013 Agreement for SES Providers, the following fees will be assessed.

Adjustment(s)	**Fee(s)**
Invoice submitted after the last day of the billing month	$ 60.00
Invoice received 15 calendar days after the last day of the billing month	$ 10.00 per day (10 X _____ day(s) = $_____ Total)
Invoice resubmitted due to errors (1st time)	$ 60.00
Invoice resubmitted after the 5th business day of notification	$ 10.00 per day (10 X _____ day(s) = $_____ Total)
Invoice resubmitted more than once	1% of the total invoice amount (2% X _____ Total invoice = $_____ Total)
Incorrect/Missing attendance records, student sign-in sheets/ progress reports/test summary sheets	$ 5.00 per item (5 X _____ per student = $ _____ Total)
Other fees:	

Please remit payment to:

Company Name: _____

Address: _____

City/State/Zip Code: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Exhibit 11

Broward County Schools Supplemental Educational Services
Progress Report 2012 – 2013

First	Last	Grade	Number	School	Provider

Year	Test	Subtest	Score

Test Name	Subject	Test Level	Pre-Score	Post-Score	Net-Score

Date	Subject	Strategy	Measurement	Number	Provider

Subject	Type	Strand	Goal	Objective	Targeted Area	Mastered
						☐
						☐
						☐

Exhibit 12

The School Board of Broward County, FL
Supplemental Educational Services

Daily Student Sign-In
2012-13

Month: _____

Company's Name: _____

Student's Name: _____ ID# _____

Location of Tutorial Services: _____

Name of **Tutor:** _____

Subject (1) **(circle only 1): Reading Math Science** **Session Time:** _____ to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

Subject (2) **(circle only 1): Reading Math Science** **Session Time:** _____ to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

	Student Signature	**Date**	**Subject (R, M, S)**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

***Do not include free tutoring sessions on this attendance sheet.**

Exhibit 13a

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County, FL

Title I, Migrant & Special Programs Department

Monthly Attendance & Payment

First	Last	Student#	Addr1	Addr2	School	Tel#	Grd

Provider	Tutor Location	Street	City	State	Zip

Tutor Name | **Begin Date** | **End Date**

Indicate Math(M), Reading(R), and/or Science(S) for each day tutoring occurred. A minimum of 60 minutes per subject, round to the nearest 30 minutes. Invoice and attendance must be submitted by the 15th of the following month. One submittal per month.

1 M R S	2 M R S	3 M R S	4 M R S	5 M R S
6 M R S	7 M R S	8 M R S	9 M R S	10 M R S
11 M R S	12 M R S	13 M R S	14 M R S	15 M R S
16 M R S	17 M R S	18 M R S	19 M R S	20 M R S
21 M R S	22 M R S	23 M R S	24 M R S	25 M R S
26 M R S	27 M R S	28 M R S	29 M R S	30 M R S
31 M R S				

Calculate Attendance | Save | Delete Month | Minutes Remaining

Last Session Date

0.0000 Hours x Rate $0.000 | Maximum Allowed: Amount Used: Balance:

Use Minutes Remaining

I certify, under penalty of perjury, that the above information is true and correct

Print name of parent or SES facilitator _____ Date _____

Signature of parent or SES facilitator _____

Signature of SES provider _____ Print NOT SAVED

Exhibit 13b

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
2012 - 2013 SES Monthly Attendance & Payment Record

Student's name: _____ **Date**_____

Student Number: _____ **School:** _____

Student's address: _____

Tutoring Location other than school:_____

SES Provider: _____ **Tel. #** _____

Beginning Date:_____ **Ending Date:**_____

Instructor's name: _____

1. Indicate (M)-Math, (R)-Reading, (S) Science 2. Enter length of each session 3. Tutor must initial each attendance date

Submit one record per month.

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	**Month:**_____			

Tutor Schedule: M T W T F S Sun (CIRCLE Tutoring Days)

Total Attendance: _____Hours _____Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Print name of parent: _____ Date_____

Signature of Parent: _____

Signature of SES Provider:_____

8/8/2012 – Title I Office

Only for in-home, provider or community facility tutorial sessions

Exhibit 14

2012 – 2013 SES Provider and School Board of Broward County (SBBC) Employee Disclosure

SBBC Policy 4202 – TUTORING states: BY MAINTAINING A HIGH QUALITY INSTRUCTIONAL STAFF AND PROVIDING A RICH, VARIED CURRICULUM, THE NEED FOR INDIVIDUAL TUTORING SHOULD BE MINIMIZED. EVERY EFFORT SHOULD BE MADE BY THE PRINCIPAL AND TEACHER(S) TO HELP THE STUDENT WITH EDUCATIONAL PROBLEMS BEFORE RECOMMENDING THAT PARENT(S) ENGAGE A TUTOR. IN ORDER TO COVER EXCEPTIONAL CASES WHERE IT MIGHT BECOME NECESSARY TO RECOMMEND INDIVIDUAL TUTORING, RULES AND REGULATIONS SHALL BE ESTABLISHED BY THE SUPERINTENDENT TO PROTECT BOTH THE SCHOOL BOARD OF BROWARD COUNTY AND TEACHER(S) FROM CHARGES OF CONFLICT OF INTEREST. THESE RULES AND REGULATIONS SHALL BE IN ACCORDANCE WITH ACCREDITATION STANDARDS FOR FLORIDA SCHOOLS, FLORIDA STATE BOARD OF EDUCATION ADMINISTRATIVE RULES AND/OR FLORIDA STATUTES.

RULES

1. A teacher may not receive compensation for tutoring any student while that student is assigned to one of his/her classes.

2. A music instructor may give private lessons to his/her own student(s) when other qualified tutors on the school's staff are not available in that subject area.

3. Broward teachers who receive compensation for tutoring shall not use public school facilities for such purpose. Private instruction by music instructors shall be an exception to this rule. Said instructors who tutor students in music in a SBBC facility must complete and have on file with his/her principal a rental lease agreement pursuant to the provisions of the Board Policy 1341 and a weekly schedule of lessons. The music instructor's fee for tutoring shall be established by the Superintendent in a schedule that shall be reviewed annually.

4. Individual tutoring for compensation by SBBC teachers shall not take place during the school day.

5. Work completed under private instruction shall not be accepted for credit unless strictly in accordance with Accreditation Standards for Florida Schools, Florida State Board of Education Administrative Rules and/or Florida Statutes. Parents shall be advised that individual tutoring shall not provide credit. If parent(s) persist in such assumption, the teacher shall not be held responsible.

6. Non-School Board guest clinicians/consultants may be used periodically and shall only be compensated pursuant to the provisions of the Board Policy 6302 - Use of Consultants. Board employees shall not request or receive money from students/parents to pay for said clinicians/consultants. Booster clubs may be requested to fund these activities pursuant to the school's internal account dollars.

7. The Superintendent is authorized to develop procedures to implement this policy.

_____, an approved SES Provider, acknowledges that it has engaged the services of _____, an employee of the SBBC, to provide SES to eligible students on behalf of the Provider in association with the 2012 - 2013 Contractual Agreement for SES Providers entered between the Provider and SBBC. Any activity conducted by the employee on behalf of the Provider shall occur during non-school board hours. SBBC shall not be considered a party to any employment agreement between the Provider and employee; however, the employee must conform to all SBBC Rules governing the conduct of it's SBBC employees at all times. Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance with the SBBC Rules and any governing labor contracts.

Each Provider shall be responsible for obtaining the original signed 2012-2013 SES Provider and SBBC Employee Disclosure Form for each SBBC employee who is also employed by the Provider.

(Print Employee Name)	(Employee Signature)	(Date)

(SES Provider Company)	(Name and Title of Provider Representative)	(Date)

Exhibit 15

School Board of Broward County (SBBC)
Supplemental Educational Services
Provider Staff Training Acknowledgement Form 2012-13

Please print or type the following information:

Name of Provider: _____

Name of Staff: _____, _____
Last First

Job Title: _____

I have been trained in

- ☐ SBBC Procedures and Guidelines for the Implementation of SES Program
- ☐ SBBC Code of Ethics and Conduct
- ☐ Child Abuse Reporting
- ☐ Accident/Incident Reporting
- ☐ Confidentiality of Student Information
- ☐ SBBC Emergency Procedures
- ☐ Student Emergency Contact Information
- ☐ Student Dismissal Procedures
- ☐ Student Sign In/Sign Out Procedures
- ☐ Student Attendance Recording
- ☐ Student Learning Plan (SLP) and Progress Report
- ☐ Pre-and Post-Assessment Procedure and Reporting
- ☐ Provider's SES Program and Curriculum
- ☐ Usage of Supplies and Equipment – I will only use supplies or equipment that belongs to the provider or myself.
- ☐ Instructional Materials and Supplies
- ☐ District Requirements and Procedures for Fingerprinting/Background Screening Clearance
- ☐ All State Mandated Training

Place Copy of SES Staff Identification Badge Here

- ✓ Badge must include:
- ✓ Name
- ✓ Title
- ✓ Photo
- ✓ Name of the Company
- ✓ Current School Year

I acknowledge that I have received training in all areas listed above. ☐Yes ☐No
I meet the educational requirements to work for this company under the capacity of:
☐ Employee ☐Tutor ☐Volunteer ☐Other_____
I have received instructional materials for program implementation (tutors only). ☐Yes ☐ No

_____ _____
Staff Signature Date

Staff Phone Number: _____ E-mail: _____

Provider Use Only:

I verify that the staff member named above has been properly trained in all areas checked. I understand that the staff will not begin offering services until approval is received from the SBBC NCLB Parental Choice Options office.

_____ _____ _____
Provider representative Name & Title (print or type) Signature Date

Exhibit 16

The School Board Of Broward County (SBBC)
Supplemental Educational Services (SES)
Provider Training Assurance Form 2012-13

Please print or type the following information:

Name of Provider: _____

As the authorized representative for this Provider, I certify that all the staff has been trained in the following areas:

1. SBBC Procedures and Guidelines for the implementation of SES Program
2. SBBC Code of Ethics and Conduct
3. Child Abuse Reporting
4. Accident/Incident Reporting
5. Confidentiality of Student Information
6. SBBC Emergency Procedures
7. Student Emergency Contact Information
8. Student Dismissal Procedures
9. Student Sign In/Sign Out Procedures
10. Student Attendance Recording
11. Student Learning Plan (SLP) and Progress Report
12. Pre- and Post-Assessment Procedures and Reporting
13. Provider's SES Program and Curriculum
14. Usage of Supplies and Equipment
15. Instructional Materials and Supplies
16. District Requirements and Procedures for Fingerprinting/Background Screening Clearance
17. All State Mandated Training

I also acknowledge that:

- ✓ No SES will be delivered by tutor prior to the tutor receiving background and drug screening clearance from SBBC.
- ✓ Instructional materials for program implementation were provided for all tutors.

I certify that I am an individual authorized to act on behalf of the organization or referenced above in submitting this Assurance as indicated on **Exhibit ?** and that all the information provided herein is true and accurate to the best of my knowledge. I verify that the attached list contains the name and title of all staff members that have been trained in all areas indicated above. I understand that the staff will not begin offering services until approval is received form SBBC Title I SES office. I further certify that this organization will continue complying with all staff training requirements during the duration of the services stipulated in the contractual agreement with SBBC, and that newly hired staff will be trained within 30 days of employment with this organization.

Provider Representative Name & Title (print or type)	**Signature**	**Date**

Print Form

AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER

THIS AGREEMENT is made and entered into as of this 16th day of October, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Learn It Online, LLC
(hereinafter referred to as "Provider"),
whose principal place of business is
3600 Clipper Mill Road, Suite 330, Baltimore, MD 21211.

WHEREAS, SBBC is authorized by state and federal laws to enter into an agreement with the state-approved Supplemental Educational Services (SES) Providers for the aforementioned purpose; and

WHEREAS, the Provider is willing to provide SES to eligible students as agreed upon in the Student Learning Plan (SLP) **(Exhibit 1),** and eligible students are those students who have been identified by the SBBC and who meet specific requirements under State Statutes, and Title I; and

WHEREAS, the Provider desires to enter into this Agreement with SBBC, for the purposes of providing SES in compliance with applicable laws; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, the Provider has been approved by the State of Florida Department of Education (FLDOE) and has met the qualifications to be certified as an SES Provider; and

WHEREAS, the Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, the Provider is financially sound and otherwise capable of fulfilling its requirements to the SBBC, students and parents during the term of this contract; and

WHEREAS, 1008.331, Florida Statute outlines the following requirements for SES;

(a) Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Student Learning Plan how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);

(b) Requires the Provider to continue to provide SES to eligible students who are receiving such services until the designated end time as indicated in the SLP. SBBC cost shall not exceed the per student allocation based on the final award of funds from the Florida Department of Education and is subject to change.

(c) Requires a description of how the district, the student's parent(s) and teacher(s) will be regularly informed of the student's progress.

(d) Requires a provision for the termination of the Agreement if the Provider is unable to meet the goals and timetables required.

(e) Requires provisions with respect to making payments to the Provider by SBBC.

(f) Prohibits the Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

(g) Requires the SBBC to prioritize to the lowest performing students if there are not enough funds to provide services to all eligible students whose parents request the services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

2.02 Duration. The Provider will provide SES for the 2012 – 2013 school year with such services to be provided to eligible students upon approval by SBBC. The Provider must be able to provide services no later than October 15, 2012, contingent upon their receipt of their SBBC approved student enrollment list at least 20 days prior to the start date. In the event that the Provider's SES Agreement is approved by SBBC less than 20 days prior to October 15, the

Provider shall be afforded no less than 20 days from the date SBBC assigns students to the Provider to begin delivering services. If the Provider fails to start tutoring with at least 80% of students that SBBC assigns to the Provider, SBBC will reassign any students that have not started tutoring within 20 calendar days. Tutorial services must be completed by Sunday, March 31, 2013 unless otherwise agreed upon.

2.03 Evaluation/Follow-up Method. Evaluation of the Provider **(Exhibit 2)** shall be provided by SBBC to parents of students enrolled in SES. The SBBC will provide further evaluation of the Provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.04 Extent. The SES tutoring program shall be offered Sunday through Saturday as indicated on the Provider's state approved application. Length of sessions shall be offered as indicated on the SLP and the Provider's state approved application.

2.05 Location. All tutoring locations and sessions as described under the terms of this Agreement must be located and performed within Broward County, Florida.

2.06 Monitoring of the SES Program. SBBC's SES staff will monitor the Provider at various school locations and off-campus facilities where SES services are rendered. The SES staff will use the Supplemental Educational Services (SES) Monitoring Tool for Providers **(Exhibit 3)** to monitor the SES Provider's tutorial program at various school locations.

2.07 Parent/Guardianship. For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 Program Description. SES provides additional tutoring for the lowest performing students attending an eligible Title I school in grades K-8. Only Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire SBBC teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Parents may only select Providers on the state approved list for SES.

2.09 Reassignment of Students. A student who has been assigned to a Provider for twenty (20) calendar days who does not have an SBBC-approved Student Learning Plan will be reassigned to the parent's next choice of Provider. Further, a student who has an approved Student Learning Plan, but is not being actively tutored within twenty (20) calendar days of the enrollment with said company will be reassigned to the parent's next choice of Provider.

2.10 Request for Application (RFA) Process: The Provider will implement its SES program in accordance with all provisions of the application submitted by the Provider and approved by the FLDOE under the annual RFA process. These provisions include, but are not limited to, hourly rates, student/tutor ratios, staff qualifications and tutoring session duration. The Provider will submit to SBBC a hard copy and an electronic copy of its state-approved SES application.

2.11 Right to Withhold. SBBC may withhold payment to the Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC, the:

(a) Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.

(b) Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its SES program, work, or records.

(c) Provider has failed to submit the invoice to SBBC within 45 days of rendering SES services.

If SBBC gives notice of intent to withhold, the Provider shall have ten (10) working days from the day of receipt of said notice to correct such deficiencies and/or may invoke the dispute resolution provision herein.

2.12 Student Learning Plan (SLP).

(a) The SLP must be developed by the Provider, in consultation with the parent/guardian and SBBC, for each eligible student whose parent/guardian elects to receive SES. The Provider may utilize district assessment scores if scores are available for each eligible student whose parent elects to receive SES from the Provider. If SBBC's data and the Provider's pre-assessment identify different needs, the achievement goals and objectives should be revised in the SLP to reflect the needs identified through the Provider's pre-assessment. An SLP may not be submitted to SBBC for final approval until the Provider has met with the parents to discuss the student's present academic performance and a detailed description of the methods and strategies of tutorial instructions has been shared and reviewed by the parent.

(b) The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation Sunshine State Standards (NGSSS). In case of a student with disabilities, these goals must be consistent with the student's Individualized Education Program (IEP) under the Individuals with Disabilities Education Act (IDEA) or the student's 504 Plan (if applicable). The goals must also target the specific benchmarks as tested on the Florida Comprehensive Assessment Test (FCAT). The Provider shall submit three (3) or more objectives on each student's SLP. The Provider must frequently monitor students' progress and make students aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, start and end dates.

(c) The Provider agrees to complete SBBC's online SLP for each student assigned. The parent, Provider and SBBC must sign the SLP before tutoring services may begin. If a parent's signature cannot be obtained, the Provider agrees to submit the SLP and the Evidence of Attempt to Obtain a Parent Signature **(Exhibit 4)**. The SLP will be given a "pending approval" status prior to the beginning of tutorial services. The parent's signature must be secured on the SLP

prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent with an original parent signature.

(d) The SLP must be submitted to the Title I office at least five (5) business days prior to the start date for approval. The Title I SES staff must approve the SLP before tutorial services may begin. Any students without an approved SLP within twenty (20) days of assignment to a Provider will be removed from the Provider's list and reassigned to the parent's next choice. Changes in any SLP may only be made with the written consent of the parent/guardian in consultation with the Provider and approved by SBBC. The Provider, SBBC or parent/guardian may request a review of a SLP. The SBBC reserves the right to require modifications to the SLP. The Provider shall obtain written authorization from SBBC before terminating any SLP.

(e) Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate SBBC financially, nor shall SBBC incur any obligations or expense in excess of the per pupil allocation as determined by the FLDOE. The allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(f) The student's name and identification number must be printed on each page of the SLP.

(g) The Provider agrees to give a copy of the SLP signed by the parent to the SES facilitator for all assigned students.

2.13 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

RESPONSIBILITY OF THE PROVIDER:

2.14 Access to Records. The Provider shall provide access to its facilities for periodic monitoring of each student's instructional program. SBBC representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview providers, and review students' progress including the behavior intervention plan, if any.

The Provider shall provide access to records or reports, or other matters relating to the Agreement, upon request by the SBBC or appropriate federal agency. During the term of this agreement, and for five years thereafter, the Provider shall maintain detailed records of all services rendered pursuant to this Agreement, including student eligibility information, employee records, progress reports, lesson plans, invoices and all other documentation associated with providing SES to eligible students in the SBBC.

2.15 Accident/Incident Report.

(a) The Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. The Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

(b) The Provider must train all tutoring personnel in appropriate procedures for handing and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

(c) The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.16 Background Screening. The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

(a) All current SBBC employees hired by a SES Provider must secure a vendor badge for that company. The Provider must submit to the Title I Office a clear copy of the current vendor badge and complete the Background Check Waiver Form for SBBC Employees **(Exhibit 5)**.

(b) All non-SBBC employees must secure a vendor badge. The Provider must submit to the Title I Office a clear copy of the current vendor badge and also complete the SES Background Check Form for non-SBBC Employees **(Exhibit 6).**

(c) All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep updated background check forms and vendor badges on file with the Title I office throughout the terms of this agreement will result in nonpayment for services rendered and termination of this contract agreement.

2.17 Background Screening for On-line Services.

(a) Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The Provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statues.

(b) If the Provider fails to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Provider agrees to indemnify and hold harmless the SBBC; it's officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.18 Child Abuse Reporting.

(a) The Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. The Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Provider agrees that all staff members will abide by such laws in a timely manner.

(b) The Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under the Provider's supervision.

2.19 Code of Conduct.

(a) The Provider shall abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County **(Exhibit 7)** provided by the SBBC. The Provider and its employees are required to complete and submit the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County prior to the beginning of services.

(b) The Provider shall have all SBBC employees hired complete the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers **(Exhibit 8).**

(c) Administrators cannot be hired or compensated by the SES Provider. The Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers provided by the SBBC must be submitted prior to the start of tutorial services.

(d) Failure to abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County will result in a termination of this contract.

2.20 Compensation.

(a) The cost of tutorial services shall not exceed the per pupil allocation amount of $1147.00. This allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(b) The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on the Provider's approved SES application with the FLDOE. The Provider will receive payment when tutorial services for which payment is requested have been performed satisfactorily in full and verified.

(c) SBBC is not obligated to pay for unsatisfactory services. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

(d) The Provider must provide services for students only provided by SBBC. Payment will not be rendered for students that are not approved by the Title I office.

(e) The Provider shall limit tutoring to two (2) hours per day and a maximum of ~~to~~ six (6) hours per week. Instruction shall be provided beyond the regular school day. Tutoring that extends beyond six (6) hours per week will not be paid by SBBC. The Provider will be paid only for sessions students attend.

(f) The SBBC is not obligated to communicate or render payment to any third person or entity.

2.21 Compliance with Policies and Laws. The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement. The Provider must also ensure that the SES is in compliance with federal/state laws and District

Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

2.22 Confidentiality of Student Records. The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.23 Conflict of Interest. The Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. The Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.24 Contact Parents. The Provider must immediately contact the parent of any student who misses two or more days. The Provider must implement interventions for students who are habitually absent. Additionally, upon a student's completion of his/her SES program a parent shall be contacted by the Provider and informed of the program's completion.

2.25 Control of Students.

(a) The Provider, while providing services, shall be responsible for the control and safety of students from the time the student arrives for services until the student is placed under control of the parent/guardian or other approved caregiver, at the end of service. The Provider must escort all students to the proper caregiver or approved means of transportation at the end of the service. The Provider must check the ID of the person picking up the student to make sure it matches an individual allowed to care for that child.

(b) The Provider is obligated to supervise its students and employees before, during and after the provision of SES. All supervision and care is at the expense of the Provider. This Agreement may be cancelled if the Provider fails to supervise its students and employees.

(c) If the District, Principal or Principal Designee becomes aware of an instance when the Provider has failed to properly supervise its students or employees at the school, SBBC, Principal or Principal Designee will give written notice to the Provider. The Provider will have twenty-four (24) hours to correct the problem. If the Provider fails to correct the problem within twenty-four (24) hours from receipt of the Principal's notice, then the Principal is authorized to cancel the facilities Agreement without further notice.

2.26 Delivery Model. The Provider shall be secular, neutral, and non-ideological in instruction and content. The Provider shall assume responsibility for supervision and care of students during the times that students are in its care and will further ensure that students are supervised before and after SES tutoring sessions have been completed. All supervision and care is at the expense of the Provider.

2.27 Disputes. Disputes between the SBBC and the Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31st Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.28 Facility Access. The Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview the Provider, and review each student's progress. The Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.29 Hired Staff and Tutors. All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep ID files updated and submitted to the Title I office throughout the terms of this Agreement will result in nonpayment for services rendered and termination of this Agreement.

Due to the inability of an international background check to be completed by the Florida Department of Law Enforcement, Federal Bureau of Investigation, or other United States law enforcement agency, no tutors residing outside of the United States will be permitted to tutor in Broward County. The Provider is required to hire a lead teacher at all sites with more than twenty (20) students. The Provider agrees to abide by the SBBC's Personnel Hiring Guidelines for SES Providers **(Exhibit 9).** Failure to abide by the Personnel Hiring Guidelines will result in a termination of this contract.

2.30 Incentives. The Provider must limit student incentives as follows:

(a) Must not exceed a total of fifty dollars ($50.00) per student for all incentives;

(b) Incentives must be earned by achievement or attendance;

(c) The Provider may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign-up. Only students assigned to a Provider may be informed of achievement or attendance incentives;

(d) Per Section 1008.331, Florida Statues, Supplemental Educational Services in Title I schools, a Provider may not provide incentives to entice a student or a student's parent to choose a Provider.

2.31 Inspection and Audit. SBBC, its auditors and representatives, Florida Department of Education and USDE, its auditors and representatives shall have the right to examine and inspect such records at any time. The Provider shall cooperate with all reasonable requests to inspect records.

2.32 Insurance Coverage and Minimum Requirements. The Provider shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum

insurance, the SBBC shall not be deemed or construed to have assessed the risk that may be applicable to the SES provider. The SES provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The SES provider is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

2.33 Insurance - Verification of Coverage. Proof of the required insurance must be furnished by the Provider to SBBC Risk Management Division by Certificate of Insurance within 15 days of notification of award by SBBC. The certificate of insurance must contain a provision for written notification to SBBC in accordance with policy provisions as outlined in the current ISO ACORD 25 (2010/05) form. All certificates and endorsements must be received and approved by SBBC before any work commences to permit Provider time to remedy any deficiencies. All coverages are required to be first dollar without application of deductible, unless otherwise stated. If multiple entities/locations are insured under a single policy each coverage limit must apply separately. Only the named insured on the contract will be accepted on the Certificate of Insurance.

(a) Acceptability of Insurance. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(b) Commercial General Liability - Broad form coverage including all risk associated or arising out of services provided under this contract:

General Aggregate $ 1,000,000
Each Occurrence Limit $ 1,000,000

The School Board of Broward County, Florida, its' members, officers, employees and agents shall be listed as Additional Insured and such coverage shall be no more restrictive than the latest edition of ISO form CG 20 10.

(c) Automobile Liability - Coverage shall not be any less restive than the standard ISO Business Auto Policy CA 00 01. The policy Named Insured *MUST* list the SES Provider Company Name, not an individual's name.

Owned Auto*
Non-owned Auto
Hired Auto
Bodily Injury/Property Damage (Each Accident) $1,000,000

In the event the company does not own any vehicles, we will accept Hired and Non-Owned coverage in the amounts listed above. In addition, we will require a notarized Owned Auto Affidavit signed by the company.

(d) Workers' Compensation – must be provided for all of its employees in compliance with Chapter 440, Florida statutes:

Coverage A (Workers' Compensation) Statutory
Coverage B (Employers Liability) $100,000 each aced/$100,000 disease, each employee/$500,000 disease policy limit

Currently, in the state of Florida, Workers' Compensation coverage is required for all entities with more than three (3) full and/or part-time employees. We require a notarized Workers'

Compensation affidavit signed by a company officer for all companies that do not require this coverage.

(e) Professional Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Annual Policy Aggregate $2,000,000
Max. Deductible $25,000

(f) Sexual Abuse / Molestation Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Max. Deductible $25,000

(g) Certificate of Insurance Information. Prior to the commencement of any work, as evidence of required coverage the Insured must provide a Certificate of Insurance to: SBBC Risk Management Division. (For SES Tutoring Title I participants, fax certificate of insurance to Risk Management at 866-898-4527.)

(h) The Liability policies are to contain the following provisions. In addition the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement number is: _____.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. 30 days written notice will be given to SBBC Risk Management Division prior to any material changes or for cancellation prior to the expiration date OR policy cancellation provisions must be submitted with certificate of insurance.

(i) If multiple entities/locations are insured under a single policy, each coverage limit must apply separately to each entity/ location. The following wording must be included on the Certificate of Insurance: **Coverage limits apply separately to each entity/location per endorsement #** _____. (Only the named insured on the contract will be accepted as the named insured on the Certificate of Insurance.)

2.34 Location of Services.

(a) All tutoring and physical locations for services must be performed and located in Broward County, Florida. The Provider shall notify SBBC of the names and addresses of all schools, centers and other locations where the Provider's services will be offered. The list of Provider's tutoring sites shall be boldly printed on all marketing materials intended for use at SES Provider Fairs. A Provider who participates in SES Provider Fairs, individual school open houses or registration campaigns shall conspicuously post the locations of its tutoring programs.

(b) The Provider may only post school locations where leases have been obtained and officially approved by SBBC.

2.35 Marketing Requirements. All marketing materials must be submitted to and approved by the Title I office.

(a) All materials distributed to parents must include the following statement:

"In order for your child to be eligible for Supplemental Educational Services (SES), your child must attend a Title I school for the 2012 – 2013 school year and have scored a Level 1 or Level 2 on the Florida Comprehensive Assessment Test (FCAT)."

(b) The Provider agrees to print the following notice at the top of materials distributed to parents in all caps, at least 12-point font. DISTRIBUTION DOES NOT IMPLY ENDORSEMENT OR RECOMMENDATION BY BROWARD COUNTY PUBLIC SCHOOLS.

(c) The Providers agrees that all marketing materials including posted materials used to promote SES in Broward County shall be translated into Spanish and Haitian-Creole.

(d) Any marketing materials found by SBBC on its property and/or at any of its sponsored events that do not include the aforementioned disclaimers will be seized and disposed of by personnel of the SBBC.

(e) The Provider may list the eligible SES schools where the Provider will be providing SES.

(f) Failure to comply with all marketing requirements will result in this contract becoming null and void.

2.36 Meetings. The Provider must attend the Annual Orientation Meeting to discuss the Provider obligations for the 2012-2013 school year. The Provider is also obligated to attend regular scheduled technical assistance meetings throughout the year.

2.37 Minimum Per Site.

(a) The Provider agrees to provide services to students from any eligible school where at least 1 parents have selected services from the said Provider and students have been assigned the same.

(b) If the Provider withdraws from offering services to the SBBC students and the minimums per school set by the Provider have been met, the SBBC shall report the Provider to the FLDOE. The Provider shall be immediately removed from providing services for the current school year for SBBC.

2.38 Monthly Invoices. The Provider shall submit monthly invoices to the Title I Office for services rendered. Invoices must be generated from SBBC's SES database and shall be submitted on or before the last day of the following month of services rendered. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than Tuesday, April 30, 2013.

(a) Invoices received after the last day of the billing month shall be assessed a fee of $60.00. An additional fee of $5.00 will be assessed for each day thereafter.

(b) Invoices received 15 calendar days after the last day of the billing month shall be assessed a fee of $10.00 per day.

(c) Invoices returned to the Provider for corrections shall be assessed a fee of $60.00 for the first occurrence

(d) Invoices returned to the Provider for corrections shall be resubmitted to SBBC within five (5) business days; otherwise, the Provider shall be assessed a fee of $10.00 per day beyond the 5th day.

(e) Invoices returned to the Provider for corrections more than one time shall also be assessed a fee of 1% of the total invoice amount.

For each monthly invoice, the Provider shall submit:

(a) A SBBC approved Invoice Cover Form **(Exhibit 10)**

(b) An invoice generated by SBBC's SES database.

(c) The original Monthly Attendance and Payment Record provided by the SBBC to the Title I office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, school, name of the Provider and telephone number, location of tutoring services, tutor/instructor's name, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign the Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The attendance records must be alphabetized according ~~by~~ to the name of the students on the invoice.

(d) A SBBC approved Daily Sign-In Sheet must be included for each student for whom the Provider is seeking payment for services rendered. The Daily Sign-In Sheet must include the company's name, the student's first and last name, location of services, name of tutor, month of service, days of service, subjects tutored and session times. The student must sign-in each day of tutoring and include the date. The student's name must be in his or her own handwriting. Free tutoring sessions shall not be indicated on the Daily Sign-In Sheet. For online services only, a detailed time log is required in lieu of the Daily Sign-In sheet.

(e) A progress report generated from SBBC's database for each student listed on the invoice.

(f) All documents or forms used to report attendance, student progress, and invoices shall remain free of white out and overwriting. Documents must be original and free from excessive strikethroughs and/or alterations of any type. Failure to provide the information as stated above will result in nonpayment of monthly invoices until all documents and/or reports adhere to the language above.

(g) The Provider shall not invoice the district for pre- and post- testing, and SBBC shall not fund pre- or post testing.

(h) The Provider shall limit tutoring to six (6) hours per week and shall not conduct tutoring beyond 8:00 p.m. Tutoring that extends beyond these limits will not be paid by SBBC.

(i) The Provider shall not provide tutoring beyond the contracted allotment and no "free hours" of tutoring will be allowed. No additional hours are permitted to be offered to students in excess of the hours written on the student's SLP. SBBC funds will be used exclusively to provide tutoring for students. Additional hours offered to parents without cost constitutes an incentive, which is prohibited by Section 1008.331, Florida Statues.

(j) Only documentation recorded on forms provided by SBBC will be paid by SBBC.

(k) The Provider will not have access to SBBC's resources (copying, office space, computer and equipment) to complete requirements related to providing SES services to students or invoicing.

2.39 <u>Pre- and Post-Tests.</u> All students must be administered the state approved pre-test as outlined in the Provider's state-approved application, prior to the first day of tutoring and the state approved post-test after the last session of tutoring.

(a) The Provider shall submit a summary of all pre- and post-test results. The summary must be correlated to the NGSSS as it relates to the goals and benchmarks stated in the SLP.

(b) A pre-test summary for each student must be submitted with the first invoice and a post-test summary with the invoice after the student completes the SES tutorial program. The post test summary shall also include the pre test scores.

(c) Failure to provide a pre- and post-test summary for each student will result in a fee assessment. A fee of $5.00 will be assessed for each missing or inaccurate pre- and/or post-test summary. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each pre- and/or posttest summary that is not corrected and returned within 5 days to the Title I SES office.

(d) The Provider shall only invoice for the actual time spent tutoring the student. The Provider shall not invoice the district for pre and post-testing, and SBBC shall not fund pre- or post-testing. The invoice will remain unpaid until all pre- and/or post-test summaries adhere to the language above.

2.40 Progress Report. The Provider shall provide a Progress Report **(Exhibit 11)** for each student to whom the Provider services under this Agreement. The Provider shall, on a monthly basis, send SBBC, student's school and parent(s) a written report describing the student's progress, including interim, pre and post assessment results. The Progress Report shall be legible, comprehensive and in a uniform format. The Provider shall be responsible for providing translation services whenever practicable, in the event that a parent requires translation of the student's Progress Report. The Provider shall maintain written proof of such translations.

The Progress Report must be based on the goals written in the SLP and identify specific academic progress made toward those goals. The Provider shall complete and maintain the online Progress Report in the SES database. The Progress Report must include the following information as reflected in the FLDOE requirements:

(a) Appropriate spelling & grammar usage

(b) Quantitative data and/or scores based on an assessment which reflect change in the student's performance level related to the goals set for the student

(c) Statements of relevant academic achievements related to the selected goals and objectives

(d) Appropriate and detailed parent friendly report of progress.

(e) Failure to provide the information as stated above will result in a fee assessment for each progress report that is void of the information listed. A fee of $5.00 will be assessed for each progress report declined by the SBBC. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each progress report that is not corrected and returned within 5 days to SBBC's SES office. Invoices will remain unpaid until all progress reports adhere to the language above.

2.41 Prohibition of Defaming. The Provider shall not defame or discredit the SBBC in any way. Failure to abide will result in termination of this Agreement.

2.42 Prohibition of Lobbying. The Provider shall not lobby or market on SBBC's property without permission from school administrators or the Title I office. Failure to comply will result in termination of this Agreement.

2.43 Record of Attendance. The Provider shall maintain a Daily Student Sign-In sheet and a Monthly Attendance and Payment record and a portfolio of student services.

(a) The Daily Student Sign-In **(Exhibit 12)** must include the month, name of company, student's first and last name, student identification number, location of tutorial services, first and last name of tutor, subject(s), session time(s), date of each session and the student's original signature.

(b) The daily attendance as indicated on the Daily Sign-In sheet shall be entered and maintained in SBBC's SES database and must be entered each day as services are rendered.

(c) The Monthly Attendance and Payment Record **(Exhibit 13a)** for each student tutored at a school must be maintained and submitted to the on-site SES facilitator the first of each month for the preceding month.

(d) The Monthly Attendance and Payment Record **(Exhibit 13b)** for each student tutored off school campus must be reviewed with the parent and must also contain the parent's original signature.

(e) The Provider shall submit the original Monthly Attendance and Payment Records provided by SBBC to the Title I Office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, name of school, name of the Provider and telephone number, location of tutoring services, first and last name of tutor, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The Provider is paid only for sessions students attend. The Provider shall permit access to and/or a copy of such records to SBBC upon request.

(f) Failure to provide the Monthly Attendance and Payment Record as stated above will result in a fee assessment for each Monthly Attendance and Payment Record that is void of the information listed. A fee of $10.00 per Monthly Attendance and Payment Record will be assessed for each returned Monthly Attendance and Payment Record. The Provider shall be assessed a fee of $15.00 per day beyond the 5th day for each Monthly Attendance and Payment Record that is not returned within 5 days to the parents, school and district SES office. Invoices will remain unpaid until all Monthly Attendance and Payment Record adhere to the language above.

2.44 Reimbursement for Fraud. The Provider will reimburse to SBBC, or SBBC may withhold from the Provider, the amount of any fees or penalties that are paid by SBBC to the state or federal government because of a finding in an investigation or audit by a state or federal auditor that the Provider has committed fraud.

2.45 SBBC Employee Disclosure. All SBBC employees hired by the Provider must complete the SES Provider and SBBC Employee Disclosure form **(Exhibit 14).** Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance to SBBC Rules and any governing labor contracts. The Provider agrees to submit all original signed SES Provider and SBBC Employee Disclosure forms to the Title I Office. Failure to disclose all SBBC employees will result in a termination of this contract.

2.46 SES Database. The Provider agrees to utilize SBBC's online SES database to develop the SLP, Monthly Attendance and Payment Record, progress report information and invoice. The Provider agrees to update SBBC's SES database daily as services are rendered.

2.47 Statement of Goals and Objectives. The Provider shall develop, in consultation with parents, a statement of specific goals and objectives for each eligible student whose parent elects to receive SES.

(a) The goals set forth in the SLP must address specific deficiencies of the student. All goals must be related to the NGSSS and be consistent with the students' Individual Education Plan and/or the student's 504 plan, if applicable.

(b) The Provider shall submit three (3) or more objectives on each student's SLP. Each objective must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve.

(c) The Provider must frequently monitor students' progress and make parents aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, and start and end dates. Each parent/guardian and SBBC shall approve the statement of goals for the student. The Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian. This Agreement may be terminated if the Provider is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

2.48 Student Records and Security of Records. All student records shall be kept in a secure location, preventing access by unauthorized individuals. The Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. The Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. The Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC.

The Provider shall turn over to SBBC all student records for eligible students to whom the Provider has rendered SES services if SBBC terminates this Agreement.

2.49 Subcontract and Assignment. The Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with the Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

2.50 Supplies, Equipment and Facilities.

(a) The Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her SLP. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

(b) The Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. The Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

(c) Should the Provider enter into a separate agreement with SBBC for use of SBBC school facilities, such use shall constitute a revocable license and the Provider agrees to immediately vacate the premises upon the written demand of the SBBC, Principal or Principal Designee. The Provider shall not assign more than two (2) tutors per classroom leased for tutoring, including non-district premises.

2.51 Timeline for Services.

(a) It is the intention of SBBC to release the list of eligible students to the Provider at the earliest possible date, but no later than September 25, 2012. Upon receiving the eligible student list, the Provider will consider the number of students listed and agree to notify SBBC five (5) calendar days if it wants to serve the students. If the Provider fails to notify SBBC within the five (5) day period, this Agreement will be void, and the district will remove all names assigned to the Provider.

(b) The Provider must complete the SLP agreement process and commence service with 80 percent of students on its list within 20 calendar days or by October 15, whichever date comes first. If the Provider fails to serve at least 80 percent of its students in the manner described herein, SBBC will reassign un-served students to an alternate Provider.

(c) Once the SBBC has assigned the minimum number of students per school, the Provider shall serve the students from that school, irrespective of the school's location. The Provider's failure to serve students at a location designated by the Provider shall void this Agreement with SBBC.

(d) The Provider agrees to make at least three (3) attempts to contact the parent of an assigned student. The Provider shall document such attempts in writing before the Provider indicates the student cannot be served and requests that the student be removed from their list of assigned students. Such documentation must be submitted to the Title I office.

2.52 Transportation.

(a) Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

(b) Schools must be given written notice regarding transportation agreements between parent and the Provider prior to the first day of tutoring. The written notice must include student's name, grade, school, transportation days, time, name of parent giving permission and any other pertinent or applicable information.

2.53 Tutor Training.

(a) The Provider shall maintain a Staff Training Staff Acknowledgement Form **(Exhibit 15)** for all hired tutors.

(b) The Provider shall train all tutors on the administration of the Provider's SES program and the SBBC's SES procedures as provided at the Annual Provider Meeting and Technical Assistance Meetings.

(c) The Provider must sign the tutor-training log verifying all tutors have been trained in the procedures, have signed SBBC Code of Ethics and have received the appropriate tutoring materials necessary to implement the Provider's SES program as documented on the Provider's state approved SES application.

(d) The initial tutor-training log must be submitted to SBBC no later than September 25, 2012, with additional submissions as training sessions are provided.

(e) The tutor-training log will be used by SBBC to verify that the trained tutors have been cleared through a Level II Background Check.

(f) The Provider shall submit copies of the agendas and training manuals/materials to SBBC.

(g) The training log must include all items listed on the Provider Trainer Assurance Form **(Exhibit 16).**

2.54 Tutoring Limits. The Provider shall limit tutoring to two (2) hours per day, maximum six (6) hours per week. Instruction shall only be provided beyond the regular school day. The Provider agrees to not start tutoring after 7:00 p.m.

2.55 Tutoring Services. The Provider must deliver services in compliance with the Provider's state approved application.

(a) The Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students.

(b) The Provider will ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

(c) The Provider shall provide SBBC with a list of their State approved curriculum, supplemental materials and assessments to be used by the tutors prior to the start of tutoring.

(d) The Provider will use highly qualified instructors to provide instruction as required in the Provider's SES application approved by the Florida Department of Education.

2.56 **Inspection of Provider's Records by SBBC.** Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Provider Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Provider or any of Provider's payees pursuant to this Agreement. Provider's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Provider's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Provider's Records Defined. For the purposes of this Agreement, the term "Provider's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Provider pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Provider reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute

grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Provider. If the audit discloses billings or charges to which Provider is not contractually entitled, Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Provider pursuant to this Agreement and such excluded costs shall become the liability of Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.57 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To the Provider:
Learn It Online, LLC (Attn. Stephanie Suerth)
Name of Other Party
3600 Clipper Mill Road, Suite 330
Address
Baltimore, MD 21211
Address

With a Copy to: Learn It Online, LLC

Name to be provided by Other Party
1440 John F Kennedy Causeway, Suite 200

Address
North Bay Village, FL 33141

Address

2.58 Indemnification. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Provider: Provider agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Provider, its agents, servants or employees; the equipment of Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Provider, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party

by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is

exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 Student Records. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

This portion intentionally left blank.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Ann Murray, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROVIDER

(Corporate Seal)

Learn It Online, LLC
Insert Full Legal Name of the Corporation, Agency or Other Legal Entity

ATTEST:

By _____
Michael Maloney, President & CEO

_____, Secretary

-Or-

_____
Witness Meghan Mayers

_____
Witness Delitta Graham

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Maryland

~~COUNTY~~ OF Baltimore City

The foregoing instrument was acknowledged before me this 27th day of August, 20 12 by Michael Maloney, President & CEO of
Name of Person

Learn It Online, LLC, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced (personally known) as
Type of Identification

identification and did/did not first take an oath.

My Commission Expires:

_____
Signature – Notary Public

STEPHANIE N. SUERTH
Notary Public-Maryland
Baltimore City
My Commission Expires
April 26, 2013

(SEAL)

_____
Printed Name of Notary

_____
Notary's Commission No.

Exhibit 1

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County Supplemental Educational Services

Student Learning Plan - School Year 2012 -- 2013

Contact Information Print

Provider

Contact Person Title I SES Title

Mailing Address

Location Address

Phone#

Student **Grade**

Mailing Address

Address 1

Address 2

Phone#

Parents/Guardians

Name Relationship

Name Relationship

School Phone

Cell Phone

1. Student's Individual Goals

1 subject required, 2 maximum. 1st subject 3 objectives required. 2nd subject 2 objectives only.

#	Subject	Strand	Goal (Standard)	Objective 1	Objective 2	Objective 3
Edit New Delete						

Exhibit 1

2. Performance Measures For Meeting Goals

Provider will measure the student's progress in meeting the goals as follows

[Insert description - for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the goals fit with the student's IEP.]

3. Timeline for Improving Achievement

District, provider, and parent have set the following timeline for improving the student's achievement

Sessions per Week

Session Duration

Start Date

End Date

Instruction Type

Days of Week: ☐ M ☐ T ☐ W ☐ Th ☐ Fr ☐ Sa ☐ Su

Current School Year: 2012

Total # of Sessions

Start/End Time

Total Hours

Session Location: Select One

Address

City

State: FL

Zip

4. Description of Services

Provider will give the student the following educational supplemental services

[Insert general description of program & procedures, also include method of delivery for example; tutoring, small classes, etc.]

5. Communication with Parents and District

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting methods - for example; written report on monthly basis.]

6. Confidentiality

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s)

Exhibit 1

7. Signatures

We hereby certify that we have read and understand this Supplemental Educational Services Statement of Goals.

Provider

Signature	Date
Printed Name	
Title	

Parent/Guardian

Signature	Date
Printed Name	Relationship

Parent/Guardian

Signature	Date
Printed Name	Relationship

SES Facilitator

Signature	Date
Printed Name	

Other

Signature	Date
Printed Name	
Title	

Save

Exhibit 2

Teacher: < name of teacher >

The School Board of Broward County, Florida
Title I, Migrant and School Improvement
701 N. W. 31st Avenue
Ft. Lauderdale, FL 33311

Date: **May 1, 2013**

To: **Parent of Students in SES Programs**
From: **Broward County Title I Supplemental Educational Services**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May 10, 2013.** For questions regarding the survey, please call 754-321-1400.

Student name: «FirstName» «LastName» Grade level: «GrdLvl»

School: «SchoolName»

Provider name: «ProviderName»

Check location of services: School____ Home____ Provider Facility____ Public Facility____

Subject(s) tutored by provider: «Subject» «Subject»

On a scale of 1 to 3, **whereas 1 is "Unsatisfactory," 2 is "Satisfactory" and 3 is "Outstanding"**, please circle the number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section.

Questions	Circle one Unsatisfactory	Satisfactory	Outstanding	Don't know
1. Did the provider give you and your child regular feedback on his or her learning? Comments:_____	1	2	3	☐
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments:_____	1	2	3	☐
3. Were you satisfied with the provider's instructors? Comments:_____	1	2	3	☐
4. As a whole, were you satisfied with the quality of the services your child received? Comments: _____	1	2	3	☐
Parents of students with disabilities *only.* This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS): 5. Were the services given to your child consistent with your child's IEP or IS?	1	2	3 Comments:_____	☐
Parents of English-Language learners *only.* This question is only for parents of English-language learners: 6. Were the services given to your child appropriate for an English language learner?	1	2	3 Comments: _____	☐
Parents of English-Language learners *only.* This question is only for parents of English-language learners: 7. Did the provider give notices, letters, and other information in your language?	1	2	3 Comments: _____	☐

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

SES Provider: _____ Date of Observation: _____

School Site/Tutoring Location: _____ Begin Time: _____ End Time: _____

SES District Representative (Observer): _____

SES Tutoring Services

SES Facilitator's Name: _____ On site? Yes ❑ No ❑

Provider's Lead Teacher's Name: _____ On site? Yes ❑ No ❑

Name of Tutor(s)	Number of Students	Grade Level(s)	Subject Area	SLP Goals Targeted	Tutoring Location

PROGRAM MANAGEMENT/COMPLIANCE	**Comments**
1. Tutor/Provider staff is wearing appropriate vendor badge. Yes ❑ No ❑ NA ❑	
2. Provider's staff is on site before delivery of services and assumes responsibility of students before tutoring session. Yes ❑ No ❑ NA ❑	
3. Arrival, Dismissal and Emergency procedures are in place. Yes ❑ No ❑ NA ❑	
4. Snacks are provided outside of contracted tutoring time. Yes ❑ No ❑ NA ❑	
5. Procedures are in place for delivery of services if tutor is late or absent. Yes ❑ No ❑ NA ❑	

DELIVERY OF INSTRUCTION	**Comments**
Tutoring sessions begin and end as indicated on the SLP. Yes ❑ No ❑ NA ❑	
Students are supervised during SES instructional time. Yes ❑ No ❑ NA ❑	
Tutor is prepared with materials and begins on time. Yes ❑ No ❑ NA ❑	
Instructional materials are available for all students. Yes ❑ No ❑ NA ❑	

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

Instructional materials are individualized to students' academic needs.	Yes ❑	No ❑	_____
Tutor interacts with students, provides feedback, and manages student behavior.	Yes ❑	No ❑	_____
Tutor uses appropriate instructional strategies which are appropriate to the students' needs.	Yes ❑	No ❑	_____
Students are engaged and are able to ask questions.	Yes ❑	No ❑	_____
Make-up sessions are available for students who miss sessions.	Yes ❑	No ❑	_____

Student Records			**Comments**
Emergency Contact cards and release information is available.	Yes ❑	No ❑	_____
The emergency plan is available.	Yes ❑	No ❑	_____
Student Learning Plans are available.	Yes ❑	No ❑	_____
Broward County student daily sign-in sheets are evident and in use by students.	Yes ❑	No ❑	_____

Comments and Interviews

_____

_____

_____

_____

Follow-up monitoring visit recommended	Yes ❑	No ❑	
Monitoring visit discussed with Provider	Yes ❑	No ❑	Date: _____

_____ _____

Observer's Signature Date

Exhibit 4

School Board of Broward County (SBBC)
Supplemental Educational Services

Student Learning Plan (SLP)
Evidence of Attempts to Consult with Parent Form
2012-2013

Student Name: _____ ID Number: _____

School: _____ Grade: _____

Name of Provider (Print): _____

As a Provider you are required to make reasonable efforts to contact the parents of the above-named student regarding SLP consultation (three different attempts shall be considered reasonable). However, if after three attempts, you are unable to contact his/her parents unable to conduct a face-to-face meeting, or have consulted with the parent but have been unable to secure their signature; you may develop the SLP and submit this page to the Title I office for a "pending approval" status by indicating below the type of attempts and the dates when they occurred. The parent's signature must be secured on the SLP prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent and a "final approval" awarded.

FIRST ATTEMPT (Insert a √ in the appropriate column)					**SECOND ATTEMPT** (Insert a √ in the appropriate column)					**THIRD ATTEMPT** (Insert a √ in the appropriate column)				
Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe

I, as an authorized representative of _____ (company's name), certify that the above information is true and accurate to the best of my knowledge and the parent(s) of the above-named student will be provided with a copy of the approved SLP and the Provider's contact information if the parents wish to discuss the plan.

Provider Representative Name: _____ Date: _____
(Print)

Provider Representative Signature: _____

Exhibit 5

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Waiver Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY **SBBC EMPLOYEES**	PRINT ALL INFORMATION		
LAST NAME	FIRST NAME	Badge Expiration Date	Name of School or Work Location
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			

Exhibit 6

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY NON-SBBC EMPLOYEES	PRINT ALL INFORMATION			
LAST NAME	FIRST NAME	Badge Expiration Date	Date of Birth (MM/DD/YYYY)	Social Security #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				

Exhibit 7

Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County 2012-13

Please be reminded that STATE APPROVED SES PROVIDERS and their staff serving Broward County Schools must adhere to the following Code of Professional Conduct and Ethics regarding Supplemental Educational Services (SES):

* SES Providers **shall not** compensate district employees personally in exchange for providing access to facilities, providing student lists, assisting with marketing or student recruitment to promote enrollment in a provider's program.

* SES Providers **shall not** request from district employees a list of students eligible to receive services, as this information would identify a student as eligible for Free and Reduced Lunch, which is in violation of the Family Educational Rights and Privacy Act (FERPA).

* SES Providers **shall not** employ district employees in the capacity of principal, assistant principal, district administrator, or SES Coordinator.

* SES Providers **shall not** pay school based SES facilitators to be facilitators for the provider.

* SES Providers **shall not** hire school personnel for any purpose other than instruction-related services (Tutor) or company/provider program coordinator (Provider Lead Tutor).

* SES Providers **shall not** offer parent or student any form of incentive for signing-up to receive services. Simple door prizes of a nominal value (approximately $5.00 per prize) and refreshments can be offered to potential students and their families, while attending school/district based informational sessions.

* SES Providers **shall not** overwhelm principals and school staff with e-mails or personal visits to discuss leases, student sign-up, hiring teachers and presentation of curriculum. Providers are encouraged to follow the district's process of contacting schools for information.

* SES Providers **shall not** distribute or make arrangements with school administrators, teachers or school support staff to send home, via backpack or mail, the Broward School's SES Enrollment Forms that has a provider's name pre-printed or handwritten as part of the form or flyers endorsing a specific SES program.

* SES Providers **shall not** use school staff to market or promote their program to parents or students.

* SES Providers **shall not** modify any SES enrollment form completed by a parent.

* SES Providers **shall not** pre-print, photo copy, modify or distribute the enrollment form with the provider's name.

* SES Providers **shall not** mislead parents regarding the enrollment process.

• SES Providers **shall not** contact parents on behalf of the district to inform them about SES services

* SES Providers **shall not** submit enrollment forms to the district office. All enrollment forms must be returned to the school. School staff will submit forms to the Title I Office.

* SES Providers **shall not** mislead parents regarding the number of hours of service available based on the per pupil allocation and the published rate per hour.

* SES Providers **shall not** post signs, pass out flyers or implement any other marketing strategies on school or district property, as this creates a disruption, which prevents the school from operating in a safe and orderly manner.

* SES Providers **shall not** create or pass out flyers/signs that has school or district information that is inaccurate or suggests that the District is promoting an SES Provider's company.

* SES Providers **shall not** misquote or misrepresent District or school staff.

* SES Providers **shall not** encourage students/parents to switch Providers once enrolled. A student is considered enrolled once the District has issued the formal student / Provider list.

* SES Providers **shall not** implement a rewards program for attendance and/or achievement that is not part of the provider's state-approved program (rewards for student's performance up to $50.00 can be offered per student per year).

* SES Providers **shall not** interact with each other in an unprofessional manner in the presence of students, parents, school personnel, and district personnel during district and school sponsored activities.

ACKNOWLEDGEMENT OF RECEIPT OF THIS CODE OF PROFESSIONAL CONDUCT AND ETHICS FOR STATE APPROVED SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

Signing this form, acknowledges that I (representative of this company) have read the Code of Professional Conduct and Ethics regarding SES and agree to comply with these requirements. This company will also ensure that all employees and contracted entities are informed about their obligations in meeting the above Code of Professional Conduct and Ethics.

Signature of SES Provider's Representative	Print name of representative
Company Name of SES Providers (print)	Date

Form is due prior to October 15, 2011.
Originals only. Will not accept faxed or e-mailed copies.
Blue ink preferred for signature.

Exhibit 8

Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers 2012-13

1. Employees shall not campaign, recruit, solicit for, or otherwise work for the purpose of gaining students for the provider during hours of employment by the district. This includes talking to parents about a specific provider and the provider's program.

2. District employee shall not represent an SES provider during parent/student night, school functions at which the employee is required to attend by the district, or other school activities.

3. Employees shall not have access to student lists, phone numbers, free/reduced lunch lists, or other student information at any time to be used for the purpose of recruiting students for an SES provider. This is a violation of the Family Educational Rights and Privacy Act (FERPA).

4. Employees shall not use district materials and supplies, such as paper, pencils, books, computers, application software, printers, crayons, etc. for the purpose of administering the SES program, without prior written permission.

5. Employees of SES providers shall not have access to copiers, phones, or other equipment owned, leased or operated by the Broward County School District, even if the tutor is a Broward County School District employee.

6. District employees are not necessarily able to tutor in the classroom they are assigned to during the regular school day. Providers can request space at the school. Principals (with input from Area Offices) make the decision as to whether there is space available. Principal determines where the provider will be placed in the school.

7. SES providers are required to supply their tutors with all materials needed to implement and deploy the program described in the provider's request for application to the State of Florida.

8. Distribution of materials by providers to school staff requires the permission of the Principal of the school. Distribution of these materials can only take place before or after regular school hours.

9. Teacher or other employees shall not tutor any student who is assigned to that teacher during the regular school day, unless specific permission has been given by the district's SES office.

Signing this form, acknowledges that I have read the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers and agree to comply with these requirements.

Signature of SES Employee	Print name of Employee
Name of SES Company (print)	Date

SES Provider is responsible for retuning this form to the Title I Office within one week of employing a Broward School District employee. Failure to comply will result in termination of Provider's contract with SBBC.

Exhibit 9

School Board of Broward County, Florida
Personnel Hiring Guidelines for SES Providers

Criminal Records including Guilty Pleas (Regardless of Adjudication),
No Contest Pleas, Pre-trial Intervention/Diversion

This is not intended to be a complete list of all disqualifying criminal offenses.

I. Will Not Hire

- Extreme Violence (Aggravated assault/aggravated battery, murder, attempted murder)
- Sexual Offense (Lewd and Lascivious – Sexual Battery, Rape, Sex with a minor)
- Kidnapping
- False Imprisonment
- Child Abuse
- Pornography
- Extortion
- Manslaughter (Including Vehicular Homicide/Involuntary)
- Indecent Exposure if sexual in nature
- Currently on probation or has a case pending that is a DUI or criminal in nature

II. Will Not Hire – if offense less than 10 years old. Will consider and carefully review if older than 10 years

- Felony drug use
- Grand theft/robbery
- Burglary
- Felony Battery/assault
- Felony possession of a concealed weapon
- Welfare/Unemployment Fraud
- Forgery
- Arson
- Prostitution or Solicitation of Prostitution
- Grand larceny
- Other felonies not mentioned in Section 1

III. Will Not Hire – If offense is less than 5 years old. Will consider and carefully review if older than 5 years

- Multiple DUI's
- Misdemeanor drug and/or paraphernalia
- Possession of concealed weapon – misdemeanor
- Battery/Assault
- Resisting arrest with violence
- Domestic Violence

IV. Judgment – case by case review

- DUI – one incident only
- Sale of alcohol to minor
- Worthless checks
- Disorderly conduct
- Multiple criminal offenses
- Petty theft (theft to deprive/retail theft/shoplifting
- Trespassing/Loitering
- Arrest without violence
- Larceny
- Other criminal offenses

Exhibit 10

School Board of Broward County
2012 – 2013 Supplemental Educational Services
Invoice Cover Form

Directions: **Information on this form must be typed and signed in blue ink by the authorized representative of the SES Provider Company.**

Company Name: _____

To: Title I Office
701 NW 31st Avenue
Fort Lauderdale, FL 33311

Attn: Title I/SES Bookkeeper

Contact Person for invoice _____

Provider Phone #: ( ) _____

Provider Fax #: ( ) _____

Invoice Number: _____

Date: _____

Service Period (Month/Year)	Services Rendered	Title I use only
	Invoice Amount: $_____	Total Amount to be Paid $ _____
	Adjustments Hours of services will be removed and the invoice adjusted if the tutor(s) listed on the Monthly Attendance and Payment Record was/were not cleared prior to providing services, students did not sign the daily sign in sheet or the information is on the sign in sheet is missing or wrong, and/ or white out was used on any forms used for invoicing purposes. In addition, per the 2012 -2013 Agreement for Supplemental Educational Services (SES) Providers, the fees outlined below will be deducted from the invoice amount, if applicable. **SBBC reserves the right to withhold payment if a review reveals that the Provider has submitted overcharges.**	Original Invoice Amount: $ _____ Less Adjustments: $ _____ Total Amount: $ _____

Title I Use Only

If applicable, per the 2012- 2013 Agreement for SES Providers, the following fees will be assessed.

Adjustment(s)	Fee(s)	
Invoice submitted after the last day of the billing month	$ 60.00	
Invoice received 15 calendar days after the last day of the billing month	$ 10.00 per day	(10 X _____ day(s) = $_____ Total)
Invoice resubmitted due to errors (1st time)	$ 60.00	
Invoice resubmitted after the 5th business day of notification	$ 10.00 per day	(10 X _____ day(s) = $_____ Total)
Invoice resubmitted more than once	1% of the total invoice amount	(2% X _____ Total invoice = $_____ Total)
Incorrect/Missing attendance records, student sign-in sheets/ progress reports/test summary sheets	$ 5.00 per item	(5 X _____ per student = $_____ Total)
Other fees:		

Please remit payment to:

Company Name: _____

Address: _____

City/State/Zip Code: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit 11

Broward County Schools Supplemental Educational Services
Progress Report 2012 – 2013

First	Last	Grade	Number	School	Provider

Year	Test	Subtest	Score

Test Name	Subject	Inst. Level	Pre-Score	Post-Score	Net Score

Date	Subject	Strategy	Measurement	Number	Provider

Subject	Type	Grand	Goal	Objective	Targeted Area	Mastered
						☐
						☐
						☐

Exhibit 12

The School Board of Broward County, FL
Supplemental Educational Services

Daily Student Sign-In
2012-13

Month: _____

Company's Name: _____

Student's Name: _____ ID#_____

Location of Tutorial Services: _____

Name of **Tutor**: _____

Subject (1) **(circle only 1): Reading Math Science** **Session Time:** _____to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

Subject (2) **(circle only 1): Reading Math Science** **Session Time:** _____to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

	Student Signature	**Date**	**Subject (R, M, S)**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

***Do not include free tutoring sessions on this attendance sheet.**

Exhibit 13a

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County, FL

Title I, Migrant & Special Programs Department

Monthly Attendance & Payment [...] [Print]

First	Last	Student#	Addr1	Addr2	School	Tel#	Grd

Provider	Tutor Location	Street	City	State	Zip

Tutor Name **Begin Date** **End Date**

Indicate Math(M), Reading(R), and/or Science(S) for each day tutoring occurred. A minimum of 60 minutes per subject, round to the nearest 30 minutes. Invoice and attendance must be submitted by the 15th of the following month. One submittal per month.

1 M R S	2 M R S	3 M R S	4 M R S	5 M R S
6 M R S	7 M R S	8 M R S	9 M R S	10 M R S
11 M R S	12 M R S	13 M R S	14 M R S	15 M R S
16 M R S	17 M R S	18 M R S	19 M R S	20 M R S
21 M R S	22 M R S	23 M R S	24 M R S	25 M R S
26 M R S	27 M R S	28 M R S	29 M R S	30 M R S
31 M R S				

Calculate Attendance | Save | Delete Month

Minutes Remaining

Last Session Date

6.0000 Hourly Rate | Maximum Allowed 90.00 | Amount Used | Balance

Use Minutes Remaining

I certify, under penalty of perjury, that the above information is true and correct

Print name of parent or SES facilitator _____ Date _____

Signature of parent or SES facilitator _____

Signature of SES provider _____ Print NOT SAVED

Exhibit 13b

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
2012 - 2013 SES Monthly Attendance & Payment Record

Student's name: _____ **Date**_____

Student Number: _____ **School:** _____

Student's address: _____

Tutoring Location other than school:_____

SES Provider: _____ **Tel. #** _____

Beginning Date:_____ **Ending Date:**_____

Instructor's name: _____

1. Indicate (M)-Math, (R)-Reading, (S) Science **2. Enter length of each session** **3. Tutor must initial each attendance date**

Submit one record per month.

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	**Month:** _____			

Tutor Schedule: M T W T F S Sun (CIRCLE Tutoring Days)

Total Attendance: _____Hours _____Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Print name of parent: _____ Date_____

Signature of Parent: _____

Signature of SES Provider:_____

Only for in-home, provider or community facility tutorial sessions

Exhibit 14

2012 – 2013 SES Provider and School Board of Broward County (SBBC) Employee Disclosure

SBBC Policy 4202 – TUTORING states: BY MAINTAINING A HIGH QUALITY INSTRUCTIONAL STAFF AND PROVIDING A RICH, VARIED CURRICULUM, THE NEED FOR INDIVIDUAL TUTORING SHOULD BE MINIMIZED. EVERY EFFORT SHOULD BE MADE BY THE PRINCIPAL AND TEACHER(S) TO HELP THE STUDENT WITH EDUCATIONAL PROBLEMS BEFORE RECOMMENDING THAT PARENT(S) ENGAGE A TUTOR. IN ORDER TO COVER EXCEPTIONAL CASES WHERE IT MIGHT BECOME NECESSARY TO RECOMMEND INDIVIDUAL TUTORING, RULES AND REGULATIONS SHALL BE ESTABLISHED BY THE SUPERINTENDENT TO PROTECT BOTH THE SCHOOL BOARD OF BROWARD COUNTY AND TEACHER(S) FROM CHARGES OF CONFLICT OF INTEREST. THESE RULES AND REGULATIONS SHALL BE IN ACCORDANCE WITH ACCREDITATION STANDARDS FOR FLORIDA SCHOOLS, FLORIDA STATE BOARD OF EDUCATION ADMINISTRATIVE RULES AND/OR FLORIDA STATUTES.

RULES

1. A teacher may not receive compensation for tutoring any student while that student is assigned to one of his/her classes.

2. A music instructor may give private lessons to his/her own student(s) when other qualified tutors on the school's staff are not available in that subject area.

3. Broward teachers who receive compensation for tutoring shall not use public school facilities for such purpose. Private instruction by music instructors shall be an exception to this rule. Said instructors who tutor students in music in a SBBC facility must complete and have on file with his/her principal a rental lease agreement pursuant to the provisions of the Board Policy 1341 and a weekly schedule of lessons. The music instructor's fee for tutoring shall be established by the Superintendent in a schedule that shall be reviewed annually.

4. Individual tutoring for compensation by SBBC teachers shall not take place during the school day.

5. Work completed under private instruction shall not be accepted for credit unless strictly in accordance with Accreditation Standards for Florida Schools, Florida State Board of Education Administrative Rules and/or Florida Statutes. Parents shall be advised that individual tutoring shall not provide credit. If parent(s) persist in such assumption, the teacher shall not be held responsible.

6. Non-School Board guest clinicians/consultants may be used periodically and shall only be compensated pursuant to the provisions of the Board Policy 6302 - Use of Consultants. Board employees shall not request or receive money from students/parents to pay for said clinicians/consultants. Booster clubs may be requested to fund these activities pursuant to the school's internal account dollars.

7. The Superintendent is authorized to develop procedures to implement this policy.

_____, an approved SES Provider, acknowledges that it has engaged the services of _____, an employee of the SBBC, to provide SES to eligible students on behalf of the Provider in association with the 2012 - 2013 Contractual Agreement for SES Providers entered between the Provider and SBBC. Any activity conducted by the employee on behalf of the Provider shall occur during non-school board hours. SBBC shall not be considered a party to any employment agreement between the Provider and employee; however, the employee must conform to all SBBC Rules governing the conduct of it's SBBC employees at all times. Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance with the SBBC Rules and any governing labor contracts.

Each Provider shall be responsible for obtaining the original signed 2012-2013 SES Provider and SBBC Employee Disclosure Form for each SBBC employee who is also employed by the Provider.

_____	_____	_____
(Print Employee Name)	(Employee Signature)	(Date)

_____	_____	_____
(SES Provider Company)	(Name and Title of Provider Representative)	(Date)

Exhibit 15

School Board of Broward County (SBBC)
Supplemental Educational Services
Provider Staff Training Acknowledgement Form 2012-13

Please print or type the following information:

Name of Provider: _____

Name of Staff: _____, _____
Last First

Job Title: _____

I have been trained in

- ☐ SBBC Procedures and Guidelines for the Implementation of SES Program
- ☐ SBBC Code of Ethics and Conduct
- ☐ Child Abuse Reporting
- ☐ Accident/Incident Reporting
- ☐ Confidentiality of Student Information
- ☐ SBBC Emergency Procedures
- ☐ Student Emergency Contact Information
- ☐ Student Dismissal Procedures
- ☐ Student Sign In/Sign Out Procedures
- ☐ Student Attendance Recording
- ☐ Student Learning Plan (SLP) and Progress Report
- ☐ Pre-and Post-Assessment Procedure and Reporting
- ☐ Provider's SES Program and Curriculum
- ☐ Usage of Supplies and Equipment – I will only use supplies or equipment that belongs to the provider or myself.
- ☐ Instructional Materials and Supplies
- ☐ District Requirements and Procedures for Fingerprinting/Background Screening Clearance
- ☐ All State Mandated Training

Place Copy of SES Staff Identification Badge Here

- ✓ Badge must include:
- ✓ Name
- ✓ Title
- ✓ Photo
- ✓ Name of the Company
- ✓ Current School Year

I acknowledge that I have received training in all areas listed above. ☐Yes ☐No
I meet the educational requirements to work for this company under the capacity of:
☐ Employee ☐Tutor ☐Volunteer ☐Other_____
I have received instructional materials for program implementation (tutors only). ☐Yes ☐ No

_____ _____
Staff Signature Date

Staff Phone Number: _____ E-mail:_____

Provider Use Only:

I verify that the staff member named above has been properly trained in all areas checked. I understand that the staff will not begin offering services until approval is received from the SBBC NCLB Parental Choice Options office.

_____ _____ _____
Provider representative Name & Title (print or type) Signature Date

Exhibit 16

The School Board Of Broward County (SBBC)
Supplemental Educational Services (SES)
Provider Training Assurance Form 2012-13

Please print or type the following information:

Name of Provider: _____

As the authorized representative for this Provider, I certify that all the staff has been trained in the following areas:

1. SBBC Procedures and Guidelines for the implementation of SES Program
2. SBBC Code of Ethics and Conduct
3. Child Abuse Reporting
4. Accident/Incident Reporting
5. Confidentiality of Student Information
6. SBBC Emergency Procedures
7. Student Emergency Contact Information
8. Student Dismissal Procedures
9. Student Sign In/Sign Out Procedures
10. Student Attendance Recording
11. Student Learning Plan (SLP) and Progress Report
12. Pre- and Post-Assessment Procedures and Reporting
13. Provider's SES Program and Curriculum
14. Usage of Supplies and Equipment
15. Instructional Materials and Supplies
16. District Requirements and Procedures for Fingerprinting/Background Screening Clearance
17. All State Mandated Training

I also acknowledge that:

- ✓ No SES will be delivered by tutor prior to the tutor receiving background and drug screening clearance from SBBC.
- ✓ Instructional materials for program implementation were provided for all tutors.

I certify that I am an individual authorized to act on behalf of the organization or referenced above in submitting this Assurance as indicated on **Exhibit ?** and that all the information provided herein is true and accurate to the best of my knowledge. I verify that the attached list contains the name and title of all staff members that have been trained in all areas indicated above. I understand that the staff will not begin offering services until approval is received form SBBC Title I SES office. I further certify that this organization will continue complying with all staff training requirements during the duration of the services stipulated in the contractual agreement with SBBC, and that newly hired staff will be trained within 30 days of employment with this organization.

_____	_____	_____
Provider Representative Name & Title (print or type)	**Signature**	**Date**

Print Form

AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER

THIS AGREEMENT is made and entered into as of this 16th day of October, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SO4S
(hereinafter referred to as "Provider"),
whose principal place of business is
P.O. Box 6425; Lakeland, FL. 33807.

WHEREAS, SBBC is authorized by state and federal laws to enter into an agreement with the state-approved Supplemental Educational Services (SES) Providers for the aforementioned purpose; and

WHEREAS, the Provider is willing to provide SES to eligible students as agreed upon in the Student Learning Plan (SLP) **(Exhibit 1),** and eligible students are those students who have been identified by the SBBC and who meet specific requirements under State Statutes, and Title I; and

WHEREAS, the Provider desires to enter into this Agreement with SBBC, for the purposes of providing SES in compliance with applicable laws; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, the Provider has been approved by the State of Florida Department of Education (FLDOE) and has met the qualifications to be certified as an SES Provider; and

WHEREAS, the Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, the Provider is financially sound and otherwise capable of fulfilling its requirements to the SBBC, students and parents during the term of this contract; and

WHEREAS, 1008.331, Florida Statute outlines the following requirements for SES;

(a) Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Student Learning Plan how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);

(b) Requires the Provider to continue to provide SES to eligible students who are receiving such services until the designated end time as indicated in the SLP. SBBC cost shall not exceed the per student allocation based on the final award of funds from the Florida Department of Education and is subject to change.

(c) Requires a description of how the district, the student's parent(s) and teacher(s) will be regularly informed of the student's progress.

(d) Requires a provision for the termination of the Agreement if the Provider is unable to meet the goals and timetables required.

(e) Requires provisions with respect to making payments to the Provider by SBBC.

(f) Prohibits the Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

(g) Requires the SBBC to prioritize to the lowest performing students if there are not enough funds to provide services to all eligible students whose parents request the services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

2.02 Duration. The Provider will provide SES for the 2012 – 2013 school year with such services to be provided to eligible students upon approval by SBBC. The Provider must be able to provide services no later than October 15, 2012, contingent upon their receipt of their SBBC approved student enrollment list at least 20 days prior to the start date. In the event that the Provider's SES Agreement is approved by SBBC less than 20 days prior to October 15, the

Provider shall be afforded no less than 20 days from the date SBBC assigns students to the Provider to begin delivering services. If the Provider fails to start tutoring with at least 80% of students that SBBC assigns to the Provider, SBBC will reassign any students that have not started tutoring within 20 calendar days. Tutorial services must be completed by Sunday, March 31, 2013 unless otherwise agreed upon.

2.03 Evaluation/Follow-up Method. Evaluation of the Provider **(Exhibit 2)** shall be provided by SBBC to parents of students enrolled in SES. The SBBC will provide further evaluation of the Provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.04 Extent. The SES tutoring program shall be offered Sunday through Saturday as indicated on the Provider's state approved application. Length of sessions shall be offered as indicated on the SLP and the Provider's state approved application.

2.05 Location. All tutoring locations and sessions as described under the terms of this Agreement must be located and performed within Broward County, Florida.

2.06 Monitoring of the SES Program. SBBC's SES staff will monitor the Provider at various school locations and off-campus facilities where SES services are rendered. The SES staff will use the Supplemental Educational Services (SES) Monitoring Tool for Providers **(Exhibit 3)** to monitor the SES Provider's tutorial program at various school locations.

2.07 Parent/Guardianship. For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 Program Description. SES provides additional tutoring for the lowest performing students attending an eligible Title I school in grades K-8. Only Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire SBBC teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Parents may only select Providers on the state approved list for SES.

2.09 Reassignment of Students. A student who has been assigned to a Provider for twenty (20) calendar days who does not have an SBBC-approved Student Learning Plan will be reassigned to the parent's next choice of Provider. Further, a student who has an approved Student Learning Plan, but is not being actively tutored within twenty (20) calendar days of the enrollment with said company will be reassigned to the parent's next choice of Provider.

2.10 Request for Application (RFA) Process: The Provider will implement its SES program in accordance with all provisions of the application submitted by the Provider and approved by the FLDOE under the annual RFA process. These provisions include, but are not limited to, hourly rates, student/tutor ratios, staff qualifications and tutoring session duration. The Provider will submit to SBBC a hard copy and an electronic copy of its state-approved SES application.

2.11 Right to Withhold. SBBC may withhold payment to the Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC, the:

(a) Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.

(b) Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its SES program, work, or records.

(c) Provider has failed to submit the invoice to SBBC within 45 days of rendering SES services.

If SBBC gives notice of intent to withhold, the Provider shall have ten (10) working days from the day of receipt of said notice to correct such deficiencies and/or may invoke the dispute resolution provision herein.

2.12 Student Learning Plan (SLP).

(a) The SLP must be developed by the Provider, in consultation with the parent/guardian and SBBC, for each eligible student whose parent/guardian elects to receive SES. The Provider may utilize district assessment scores if scores are available for each eligible student whose parent elects to receive SES from the Provider. If SBBC's data and the Provider's pre-assessment identify different needs, the achievement goals and objectives should be revised in the SLP to reflect the needs identified through the Provider's pre-assessment. An SLP may not be submitted to SBBC for final approval until the Provider has met with the parents to discuss the student's present academic performance and a detailed description of the methods and strategies of tutorial instructions has been shared and reviewed by the parent.

(b) The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation Sunshine State Standards (NGSSS). In case of a student with disabilities, these goals must be consistent with the student's Individualized Education Program (IEP) under the Individuals with Disabilities Education Act (IDEA) or the student's 504 Plan (if applicable). The goals must also target the specific benchmarks as tested on the Florida Comprehensive Assessment Test (FCAT). The Provider shall submit three (3) or more objectives on each student's SLP. The Provider must frequently monitor students' progress and make students aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, start and end dates.

(c) The Provider agrees to complete SBBC's online SLP for each student assigned. The parent, Provider and SBBC must sign the SLP before tutoring services may begin. If a parent's signature cannot be obtained, the Provider agrees to submit the SLP and the Evidence of Attempt to Obtain a Parent Signature **(Exhibit 4)**. The SLP will be given a "pending approval" status prior to the beginning of tutorial services. The parent's signature must be secured on the SLP

prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent with an original parent signature.

(d) The SLP must be submitted to the Title I office at least five (5) business days prior to the start date for approval. The Title I SES staff must approve the SLP before tutorial services may begin. Any students without an approved SLP within twenty (20) days of assignment to a Provider will be removed from the Provider's list and reassigned to the parent's next choice. Changes in any SLP may only be made with the written consent of the parent/guardian in consultation with the Provider and approved by SBBC. The Provider, SBBC or parent/guardian may request a review of a SLP. The SBBC reserves the right to require modifications to the SLP. The Provider shall obtain written authorization from SBBC before terminating any SLP.

(e) Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate SBBC financially, nor shall SBBC incur any obligations or expense in excess of the per pupil allocation as determined by the FLDOE. The allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(f) The student's name and identification number must be printed on each page of the SLP.

(g) The Provider agrees to give a copy of the SLP signed by the parent to the SES facilitator for all assigned students.

2.13 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

RESPONSIBILITY OF THE PROVIDER:

2.14 Access to Records. The Provider shall provide access to its facilities for periodic monitoring of each student's instructional program. SBBC representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview providers, and review students' progress including the behavior intervention plan, if any.

The Provider shall provide access to records or reports, or other matters relating to the Agreement, upon request by the SBBC or appropriate federal agency. During the term of this agreement, and for five years thereafter, the Provider shall maintain detailed records of all services rendered pursuant to this Agreement, including student eligibility information, employee records, progress reports, lesson plans, invoices and all other documentation associated with providing SES to eligible students in the SBBC.

2.15 Accident/Incident Report.

(a) The Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. The Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

(b) The Provider must train all tutoring personnel in appropriate procedures for handing and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

(c) The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.16 Background Screening. The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

(a) All current SBBC employees hired by a SES Provider must secure a vendor badge for that company. The Provider must submit to the Title I Office a clear copy of the current vendor badge and complete the Background Check Waiver Form for SBBC Employees **(Exhibit 5)**.

(b) All non-SBBC employees must secure a vendor badge. The Provider must submit to the Title I Office a clear copy of the current vendor badge and also complete the SES Background Check Form for non-SBBC Employees **(Exhibit 6).**

(c) All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep updated background check forms and vendor badges on file with the Title I office throughout the terms of this agreement will result in nonpayment for services rendered and termination of this contract agreement.

2.17 Background Screening for On-line Services.

(a) Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The Provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statues.

(b) If the Provider fails to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Provider agrees to indemnify and hold harmless the SBBC; it's officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.18 Child Abuse Reporting.

(a) The Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. The Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Provider agrees that all staff members will abide by such laws in a timely manner.

(b) The Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under the Provider's supervision.

2.19 Code of Conduct.

(a) The Provider shall abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County **(Exhibit 7)** provided by the SBBC. The Provider and its employees are required to complete and submit the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County prior to the beginning of services.

(b) The Provider shall have all SBBC employees hired complete the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers **(Exhibit 8).**

(c) Administrators cannot be hired or compensated by the SES Provider. The Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers provided by the SBBC must be submitted prior to the start of tutorial services.

(d) Failure to abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County will result in a termination of this contract.

2.20 Compensation.

(a) The cost of tutorial services shall not exceed the per pupil allocation amount of $1147.00. This allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(b) The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on the Provider's approved SES application with the FLDOE. The Provider will receive payment when tutorial services for which payment is requested have been performed satisfactorily in full and verified.

(c) SBBC is not obligated to pay for unsatisfactory services. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

(d) The Provider must provide services for students only provided by SBBC. Payment will not be rendered for students that are not approved by the Title I office.

(e) The Provider shall limit tutoring to two (2) hours per day and a maximum of ~~to~~ six (6) hours per week. Instruction shall be provided beyond the regular school day. Tutoring that extends beyond six (6) hours per week will not be paid by SBBC. The Provider will be paid only for sessions students attend.

(f) The SBBC is not obligated to communicate or render payment to any third person or entity.

2.21 Compliance with Policies and Laws. The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement. The Provider must also ensure that the SES is in compliance with federal/state laws and District

Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

2.22 **Confidentiality of Student Records.** The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.23 **Conflict of Interest.** The Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. The Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.24 **Contact Parents.** The Provider must immediately contact the parent of any student who misses two or more days. The Provider must implement interventions for students who are habitually absent. Additionally, upon a student's completion of his/her SES program a parent shall be contacted by the Provider and informed of the program's completion.

2.25 **Control of Students.**

(a) The Provider, while providing services, shall be responsible for the control and safety of students from the time the student arrives for services until the student is placed under control of the parent/guardian or other approved caregiver, at the end of service. The Provider must escort all students to the proper caregiver or approved means of transportation at the end of the service. The Provider must check the ID of the person picking up the student to make sure it matches an individual allowed to care for that child.

(b) The Provider is obligated to supervise its students and employees before, during and after the provision of SES. All supervision and care is at the expense of the Provider. This Agreement may be cancelled if the Provider fails to supervise its students and employees.

(c) If the District, Principal or Principal Designee becomes aware of an instance when the Provider has failed to properly supervise its students or employees at the school, SBBC, Principal or Principal Designee will give written notice to the Provider. The Provider will have twenty-four (24) hours to correct the problem. If the Provider fails to correct the problem within twenty-four (24) hours from receipt of the Principal's notice, then the Principal is authorized to cancel the facilities Agreement without further notice.

2.26 **Delivery Model.** The Provider shall be secular, neutral, and non-ideological in instruction and content. The Provider shall assume responsibility for supervision and care of students during the times that students are in its care and will further ensure that students are supervised before and after SES tutoring sessions have been completed. All supervision and care is at the expense of the Provider.

2.27 **Disputes.** Disputes between the SBBC and the Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31st Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.28 Facility Access. The Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview the Provider, and review each student's progress. The Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.29 Hired Staff and Tutors. All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep ID files updated and submitted to the Title I office throughout the terms of this Agreement will result in nonpayment for services rendered and termination of this Agreement.

Due to the inability of an international background check to be completed by the Florida Department of Law Enforcement, Federal Bureau of Investigation, or other United States law enforcement agency, no tutors residing outside of the United States will be permitted to tutor in Broward County. The Provider is required to hire a lead teacher at all sites with more than twenty (20) students. The Provider agrees to abide by the SBBC's Personnel Hiring Guidelines for SES Providers **(Exhibit 9).** Failure to abide by the Personnel Hiring Guidelines will result in a termination of this contract.

2.30 Incentives. The Provider must limit student incentives as follows:

(a) Must not exceed a total of fifty dollars ($50.00) per student for all incentives;

(b) Incentives must be earned by achievement or attendance;

(c) The Provider may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign-up. Only students assigned to a Provider may be informed of achievement or attendance incentives;

(d) Per Section 1008.331, Florida Statues, Supplemental Educational Services in Title I schools, a Provider may not provide incentives to entice a student or a student's parent to choose a Provider.

2.31 Inspection and Audit. SBBC, its auditors and representatives, Florida Department of Education and USDE, its auditors and representatives shall have the right to examine and inspect such records at any time. The Provider shall cooperate with all reasonable requests to inspect records.

2.32 Insurance Coverage and Minimum Requirements. The Provider shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum

insurance, the SBBC shall not be deemed or construed to have assessed the risk that may be applicable to the SES provider. The SES provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The SES provider is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

2.33 Insurance - Verification of Coverage. Proof of the required insurance must be furnished by the Provider to SBBC Risk Management Division by Certificate of Insurance within 15 days of notification of award by SBBC. The certificate of insurance must contain a provision for written notification to SBBC in accordance with policy provisions as outlined in the current ISO ACORD 25 (2010/05) form. All certificates and endorsements must be received and approved by SBBC before any work commences to permit Provider time to remedy any deficiencies. All coverages are required to be first dollar without application of deductible, unless otherwise stated. If multiple entities/locations are insured under a single policy each coverage limit must apply separately. Only the named insured on the contract will be accepted on the Certificate of Insurance.

(a) Acceptability of Insurance. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(b) Commercial General Liability - Broad form coverage including all risk associated or arising out of services provided under this contract:

General Aggregate $ 1,000,000
Each Occurrence Limit $ 1,000,000

The School Board of Broward County, Florida, its' members, officers, employees and agents shall be listed as Additional Insured and such coverage shall be no more restrictive than the latest edition of ISO form CG 20 10.

(c) Automobile Liability - Coverage shall not be any less restive than the standard ISO Business Auto Policy CA 00 01. The policy Named Insured *MUST* list the SES Provider Company Name, not an individual's name.

Owned Auto*
Non-owned Auto
Hired Auto
Bodily Injury/Property Damage (Each Accident) $1,000,000

In the event the company does not own any vehicles, we will accept Hired and Non-Owned coverage in the amounts listed above. In addition, we will require a notarized Owned Auto Affidavit signed by the company.

(d) Workers' Compensation – must be provided for all of its employees in compliance with Chapter 440, Florida statutes:

Coverage A (Workers' Compensation) Statutory
Coverage B (Employers Liability) $100,000 each accd/$100,000 disease, each employee/$500,000 disease policy limit

Currently, in the state of Florida, Workers' Compensation coverage is required for all entities with more than three (3) full and/or part-time employees. We require a notarized Workers'

Compensation affidavit signed by a company officer for all companies that do not require this coverage.

(e) Professional Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Annual Policy Aggregate $2,000,000
Max. Deductible $25,000

(f) Sexual Abuse / Molestation Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Max. Deductible $25,000

(g) Certificate of Insurance Information. Prior to the commencement of any work, as evidence of required coverage the Insured must provide a Certificate of Insurance to: SBBC Risk Management Division. (For SES Tutoring Title I participants, fax certificate of insurance to Risk Management at 866-898-4527.)

(h) The Liability policies are to contain the following provisions. In addition the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement number is: _____.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. 30 days written notice will be given to SBBC Risk Management Division prior to any material changes or for cancellation prior to the expiration date OR policy cancellation provisions must be submitted with certificate of insurance.

(i) If multiple entities/locations are insured under a single policy, each coverage limit must apply separately to each entity/ location. The following wording must be included on the Certificate of Insurance: **Coverage limits apply separately to each entity/location per endorsement #** _____. (Only the named insured on the contract will be accepted as the named insured on the Certificate of Insurance.)

2.34 Location of Services.

(a) All tutoring and physical locations for services must be performed and located in Broward County, Florida. The Provider shall notify SBBC of the names and addresses of all schools, centers and other locations where the Provider's services will be offered. The list of Provider's tutoring sites shall be boldly printed on all marketing materials intended for use at SES Provider Fairs. A Provider who participates in SES Provider Fairs, individual school open houses or registration campaigns shall conspicuously post the locations of its tutoring programs.

(b) The Provider may only post school locations where leases have been obtained and officially approved by SBBC.

2.35 Marketing Requirements. All marketing materials must be submitted to and approved by the Title I office.

(a) All materials distributed to parents must include the following statement:

"In order for your child to be eligible for Supplemental Educational Services (SES), your child must attend a Title I school for the 2012 – 2013 school year and have scored a Level 1 or Level 2 on the Florida Comprehensive Assessment Test (FCAT)."

(b) The Provider agrees to print the following notice at the top of materials distributed to parents in all caps, at least 12-point font. DISTRIBUTION DOES NOT IMPLY ENDORSEMENT OR RECOMMENDATION BY BROWARD COUNTY PUBLIC SCHOOLS.

(c) The Providers agrees that all marketing materials including posted materials used to promote SES in Broward County shall be translated into Spanish and Haitian-Creole.

(d) Any marketing materials found by SBBC on its property and/or at any of its sponsored events that do not include the aforementioned disclaimers will be seized and disposed of by personnel of the SBBC.

(e) The Provider may list the eligible SES schools where the Provider will be providing SES.

(f) Failure to comply with all marketing requirements will result in this contract becoming null and void.

2.36 Meetings. The Provider must attend the Annual Orientation Meeting to discuss the Provider obligations for the 2012-2013 school year. The Provider is also obligated to attend regular scheduled technical assistance meetings throughout the year.

2.37 Minimum Per Site.

(a) The Provider agrees to provide services to students from any eligible school where at least 1 parents have selected services from the said Provider and students have been assigned the same.

(b) If the Provider withdraws from offering services to the SBBC students and the minimums per school set by the Provider have been met, the SBBC shall report the Provider to the FLDOE. The Provider shall be immediately removed from providing services for the current school year for SBBC.

2.38 Monthly Invoices. The Provider shall submit monthly invoices to the Title I Office for services rendered. Invoices must be generated from SBBC's SES database and shall be submitted on or before the last day of the following month of services rendered. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than Tuesday, April 30, 2013.

(a) Invoices received after the last day of the billing month shall be assessed a fee of $60.00. An additional fee of $5.00 will be assessed for each day thereafter.

(b) Invoices received 15 calendar days after the last day of the billing month shall be assessed a fee of $10.00 per day.

(c) Invoices returned to the Provider for corrections shall be assessed a fee of $60.00 for the first occurrence

(d) Invoices returned to the Provider for corrections shall be resubmitted to SBBC within five (5) business days; otherwise, the Provider shall be assessed a fee of $10.00 per day beyond the 5th day.

(e) Invoices returned to the Provider for corrections more than one time shall also be assessed a fee of 1% of the total invoice amount.

For each monthly invoice, the Provider shall submit:

(a) A SBBC approved Invoice Cover Form **(Exhibit 10)**

(b) An invoice generated by SBBC's SES database.

(c) The original Monthly Attendance and Payment Record provided by the SBBC to the Title I office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, school, name of the Provider and telephone number, location of tutoring services, tutor/instructor's name, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign the Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The attendance records must be alphabetized according ~~by~~ to the name of the students on the invoice.

(d) A SBBC approved Daily Sign-In Sheet must be included for each student for whom the Provider is seeking payment for services rendered. The Daily Sign-In Sheet must include the company's name, the student's first and last name, location of services, name of tutor, month of service, days of service, subjects tutored and session times. The student must sign-in each day of tutoring and include the date. The student's name must be in his or her own handwriting. Free tutoring sessions shall not be indicated on the Daily Sign-In Sheet. For online services only, a detailed time log is required in lieu of the Daily Sign-In sheet.

(e) A progress report generated from SBBC's database for each student listed on the invoice.

(f) All documents or forms used to report attendance, student progress, and invoices shall remain free of white out and overwriting. Documents must be original and free from excessive strikethroughs and/or alterations of any type. Failure to provide the information as stated above will result in nonpayment of monthly invoices until all documents and/or reports adhere to the language above.

(g) The Provider shall not invoice the district for pre- and post- testing, and SBBC shall not fund pre- or post testing.

(h) The Provider shall limit tutoring to six (6) hours per week and shall not conduct tutoring beyond 8:00 p.m. Tutoring that extends beyond these limits will not be paid by SBBC.

(i) The Provider shall not provide tutoring beyond the contracted allotment and no "free hours" of tutoring will be allowed. No additional hours are permitted to be offered to students in excess of the hours written on the student's SLP. SBBC funds will be used exclusively to provide tutoring for students. Additional hours offered to parents without cost constitutes an incentive, which is prohibited by Section 1008.331, Florida Statues.

(j) Only documentation recorded on forms provided by SBBC will be paid by SBBC.

(k) The Provider will not have access to SBBC's resources (copying, office space, computer and equipment) to complete requirements related to providing SES services to students or invoicing.

2.39 Pre- and Post-Tests. All students must be administered the state approved pre-test as outlined in the Provider's state-approved application, prior to the first day of tutoring and the state approved post-test after the last session of tutoring.

(a) The Provider shall submit a summary of all pre- and post-test results. The summary must be correlated to the NGSSS as it relates to the goals and benchmarks stated in the SLP.

(b) A pre-test summary for each student must be submitted with the first invoice and a post-test summary with the invoice after the student completes the SES tutorial program. The post test summary shall also include the pre test scores.

(c) Failure to provide a pre- and post-test summary for each student will result in a fee assessment. A fee of $5.00 will be assessed for each missing or inaccurate pre- and/or post-test summary. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each pre- and/or posttest summary that is not corrected and returned within 5 days to the Title I SES office.

(d) The Provider shall only invoice for the actual time spent tutoring the student. The Provider shall not invoice the district for pre and post-testing, and SBBC shall not fund pre- or post-testing. The invoice will remain unpaid until all pre- and/or post-test summaries adhere to the language above.

2.40 Progress Report. The Provider shall provide a Progress Report **(Exhibit 11)** for each student to whom the Provider services under this Agreement. The Provider shall, on a monthly basis, send SBBC, student's school and parent(s) a written report describing the student's progress, including interim, pre and post assessment results. The Progress Report shall be legible, comprehensive and in a uniform format. The Provider shall be responsible for providing translation services whenever practicable, in the event that a parent requires translation of the student's Progress Report. The Provider shall maintain written proof of such translations.

The Progress Report must be based on the goals written in the SLP and identify specific academic progress made toward those goals. The Provider shall complete and maintain the online Progress Report in the SES database. The Progress Report must include the following information as reflected in the FLDOE requirements:

(a) Appropriate spelling & grammar usage

(b) Quantitative data and/or scores based on an assessment which reflect change in the student's performance level related to the goals set for the student

(c) Statements of relevant academic achievements related to the selected goals and objectives

(d) Appropriate and detailed parent friendly report of progress.

(e) Failure to provide the information as stated above will result in a fee assessment for each progress report that is void of the information listed. A fee of $5.00 will be assessed for each progress report declined by the SBBC. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each progress report that is not corrected and returned within 5 days to SBBC's SES office. Invoices will remain unpaid until all progress reports adhere to the language above.

2.41 Prohibition of Defaming. The Provider shall not defame or discredit the SBBC in any way. Failure to abide will result in termination of this Agreement.

2.42 Prohibition of Lobbying. The Provider shall not lobby or market on SBBC's property without permission from school administrators or the Title I office. Failure to comply will result in termination of this Agreement.

2.43 Record of Attendance. The Provider shall maintain a Daily Student Sign-In sheet and a Monthly Attendance and Payment record and a portfolio of student services.

(a) The Daily Student Sign-In **(Exhibit 12)** must include the month, name of company, student's first and last name, student identification number, location of tutorial services, first and last name of tutor, subject(s), session time(s), date of each session and the student's original signature.

(b) The daily attendance as indicated on the Daily Sign-In sheet shall be entered and maintained in SBBC's SES database and must be entered each day as services are rendered.

(c) The Monthly Attendance and Payment Record **(Exhibit 13a)** for each student tutored at a school must be maintained and submitted to the on-site SES facilitator the first of each month for the preceding month.

(d) The Monthly Attendance and Payment Record **(Exhibit 13b)** for each student tutored off school campus must be reviewed with the parent and must also contain the parent's original signature.

(e) The Provider shall submit the original Monthly Attendance and Payment Records provided by SBBC to the Title I Office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, name of school, name of the Provider and telephone number, location of tutoring services, first and last name of tutor, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The Provider is paid only for sessions students attend. The Provider shall permit access to and/or a copy of such records to SBBC upon request.

(f) Failure to provide the Monthly Attendance and Payment Record as stated above will result in a fee assessment for each Monthly Attendance and Payment Record that is void of the information listed. A fee of $10.00 per Monthly Attendance and Payment Record will be assessed for each returned Monthly Attendance and Payment Record. The Provider shall be assessed a fee of $15.00 per day beyond the 5th day for each Monthly Attendance and Payment Record that is not returned within 5 days to the parents, school and district SES office. Invoices will remain unpaid until all Monthly Attendance and Payment Record adhere to the language above.

2.44 Reimbursement for Fraud. The Provider will reimburse to SBBC, or SBBC may withhold from the Provider, the amount of any fees or penalties that are paid by SBBC to the state or federal government because of a finding in an investigation or audit by a state or federal auditor that the Provider has committed fraud.

2.45 SBBC Employee Disclosure. All SBBC employees hired by the Provider must complete the SES Provider and SBBC Employee Disclosure form **(Exhibit 14).** Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance to SBBC Rules and any governing labor contracts. The Provider agrees to submit all original signed SES Provider and SBBC Employee Disclosure forms to the Title I Office. Failure to disclose all SBBC employees will result in a termination of this contract.

2.46 SES Database. The Provider agrees to utilize SBBC's online SES database to develop the SLP, Monthly Attendance and Payment Record, progress report information and invoice. The Provider agrees to update SBBC's SES database daily as services are rendered.

2.47 Statement of Goals and Objectives. The Provider shall develop, in consultation with parents, a statement of specific goals and objectives for each eligible student whose parent elects to receive SES.

(a) The goals set forth in the SLP must address specific deficiencies of the student. All goals must be related to the NGSSS and be consistent with the students' Individual Education Plan and/or the student's 504 plan, if applicable.

(b) The Provider shall submit three (3) or more objectives on each student's SLP. Each objective must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve.

(c) The Provider must frequently monitor students' progress and make parents aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, and start and end dates. Each parent/guardian and SBBC shall approve the statement of goals for the student. The Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian. This Agreement may be terminated if the Provider is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

2.48 Student Records and Security of Records. All student records shall be kept in a secure location, preventing access by unauthorized individuals. The Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. The Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. The Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC.

The Provider shall turn over to SBBC all student records for eligible students to whom the Provider has rendered SES services if SBBC terminates this Agreement.

2.49 Subcontract and Assignment. The Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with the Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

2.50 Supplies, Equipment and Facilities.

(a) The Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her SLP. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

(b) The Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. The Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

(c) Should the Provider enter into a separate agreement with SBBC for use of SBBC school facilities, such use shall constitute a revocable license and the Provider agrees to immediately vacate the premises upon the written demand of the SBBC, Principal or Principal Designee. The Provider shall not assign more than two (2) tutors per classroom leased for tutoring, including non-district premises.

2.51 Timeline for Services.

(a) It is the intention of SBBC to release the list of eligible students to the Provider at the earliest possible date, but no later than September 25, 2012. Upon receiving the eligible student list, the Provider will consider the number of students listed and agree to notify SBBC five (5) calendar days if it wants to serve the students. If the Provider fails to notify SBBC within the five (5) day period, this Agreement will be void, and the district will remove all names assigned to the Provider.

(b) The Provider must complete the SLP agreement process and commence service with 80 percent of students on its list within 20 calendar days or by October 15, whichever date comes first. If the Provider fails to serve at least 80 percent of its students in the manner described herein, SBBC will reassign un-served students to an alternate Provider.

(c) Once the SBBC has assigned the minimum number of students per school, the Provider shall serve the students from that school, irrespective of the school's location. The Provider's failure to serve students at a location designated by the Provider shall void this Agreement with SBBC.

(d) The Provider agrees to make at least three (3) attempts to contact the parent of an assigned student. The Provider shall document such attempts in writing before the Provider indicates the student cannot be served and requests that the student be removed from their list of assigned students. Such documentation must be submitted to the Title I office.

2.52 Transportation.

(a) Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

(b) Schools must be given written notice regarding transportation agreements between parent and the Provider prior to the first day of tutoring. The written notice must include student's name, grade, school, transportation days, time, name of parent giving permission and any other pertinent or applicable information.

2.53 Tutor Training.

(a) The Provider shall maintain a Staff Training Staff Acknowledgement Form **(Exhibit 15)** for all hired tutors.

(b) The Provider shall train all tutors on the administration of the Provider's SES program and the SBBC's SES procedures as provided at the Annual Provider Meeting and Technical Assistance Meetings.

(c) The Provider must sign the tutor-training log verifying all tutors have been trained in the procedures, have signed SBBC Code of Ethics and have received the appropriate tutoring materials necessary to implement the Provider's SES program as documented on the Provider's state approved SES application.

(d) The initial tutor-training log must be submitted to SBBC no later than September 25, 2012, with additional submissions as training sessions are provided.

(e) The tutor-training log will be used by SBBC to verify that the trained tutors have been cleared through a Level II Background Check.

(f) The Provider shall submit copies of the agendas and training manuals/materials to SBBC.

(g) The training log must include all items listed on the Provider Trainer Assurance Form **(Exhibit 16).**

2.54 Tutoring Limits. The Provider shall limit tutoring to two (2) hours per day, maximum six (6) hours per week. Instruction shall only be provided beyond the regular school day. The Provider agrees to not start tutoring after 7:00 p.m.

2.55 Tutoring Services. The Provider must deliver services in compliance with the Provider's state approved application.

(a) The Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students.

(b) The Provider will ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

(c) The Provider shall provide SBBC with a list of their State approved curriculum, supplemental materials and assessments to be used by the tutors prior to the start of tutoring.

(d) The Provider will use highly qualified instructors to provide instruction as required in the Provider's SES application approved by the Florida Department of Education.

2.56 **Inspection of Provider's Records by SBBC.** Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Provider Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Provider or any of Provider's payees pursuant to this Agreement. Provider's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Provider's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Provider's Records Defined. For the purposes of this Agreement, the term "Provider's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Provider pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Provider reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute

grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Provider. If the audit discloses billings or charges to which Provider is not contractually entitled, Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Provider pursuant to this Agreement and such excluded costs shall become the liability of Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.57 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Title I Office Name of District Representative 701 N. W. 31st Avenue Address Ft. Lauderdale, Florida 33311 Address
To the Provider:	SO4S Name of Other Party P.O. Box 6425 Address Lakeland, FL. 33807 Address

With a Copy to:

Name to be provided by Other Party

Address

Address

2.58 Indemnification. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Provider: Provider agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Provider, its agents, servants or employees; the equipment of Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Provider, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party

by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is

exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 Student Records. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

This portion intentionally left blank.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Ann Murray, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROVIDER

(Corporate Seal)

SO4S
Insert Full Legal Name of the Corporation, Agency or Other Legal Entity

ATTEST:

Rebecca M Yake
, Secretary

By Jill Dorsett

-Or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 11 day of September, 2012 by Jill Dorsett of
Name of Person

SO4S, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
Type of Identification

identification and did/did not first take an oath.

My Commission Expires: State of Florida
Charlie G. McCray
Commission EE012718
08/02/2018

C.G. McCray
Signature – Notary Public

CHARLIE G. McCRAY
Printed Name of Notary

EE012718
Notary's Commission No.

(SEAL)

Exhibit 1

The School Board of Broward County Supplemental Educational Services

Student Learning Plan - School Year 2012 – 2013

Contact Information

Print

Provider

Contact Person Title I SES Title

Mailing Address

Location Address

Phone#

Student **Grade**

Mailing Address

Address 1

Address 2

Phone#

Parents/Guardians

Name Relationship

Name Relationship

School Phone

Cell Phone

1. Student's Individual Goals

1 subject required, 2 maximum. 1st subject 3 objectives required. 2nd subject 2 objectives only.

#	Subject	Strand	Goal (Standard)	Objective 1	Objective 2	Objective 3
Edit New Delete						

Exhibit 1

2. Performance Measures For Meeting Goals

Provider will measure the student's progress in meeting the goals as follows

[Insert description - for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the goals fit with the student's IEP.]

3. Timeline for Improving Achievement

District, provider, and parent have set the following timeline for improving the student's achievement

Sessions per Week

Session Duration

Start Date

End Date

Instruction Type

Days of Week: ☐ M ☐ T ☐ W ☐ Th ☐ Fr ☐ Sa ☐ Su

Current School Year: 2012

Total # of Sessions

Start/End Time

Total Hours

Session Location: Select One

Address

City

State: FL

Zip

4. Description of Services

Provider will give the student the following educational supplemental services

[Insert general description of program & procedures, also include method of delivery for example; tutoring, small classes, etc.]

5. Communication with Parents and District

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting methods - for example; written report on monthly basis.]

6. Confidentiality

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s)

Exhibit 1

7. Signatures

We hereby certify that we have read and understand this Supplemental Educational Services Statement of Goals.

Provider

Signature	Date
Printed Name	
Title	

Parent/Guardian

Signature	Date
Printed Name	Relationship

Parent/Guardian

Signature	Date
Printed Name	Relationship

SES Facilitator

Signature	Date
Printed Name	

Other

Signature	Date
Printed Name	
Title	

Save

Exhibit 1

The School Board of Broward County Supplemental Educational Services

Student Learning Plan - School Year 2012 -- 2013

Contact Information

Print

Provider

Contact Person: Title I SES — Title:
Mailing Address:
Location Address:
Phone#:

Student — **Grade:**

Mailing Address:
Address 1:
Address 2:
Phone#:

Parents/Guardians

Name — Relationship:
Name — Relationship:

School — Phone:
Cell Phone:

1. Student's Individual Goals

[redacted] 1 subject required, 2 maximum. 1st subject 3 objectives required. 2nd subject 2 objectives only.

#	Subject	Strand	Goal (Standard)	Objective 1	Objective 2	Objective 3
Edit New Delete						

2. Performance Measures For Meeting Goals

Provider will measure the student's progress in meeting the goals as follows

[Insert description - for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the goals fit with the student's IEP.]

3. Timeline for Improving Achievement

District, provider, and parent have set the following timeline for improving the student's achievement

Sessions per Week

Session Duration

Start Date

End Date

Instruction Type

Days of Week ☐ M ☐ T ☐ W ☐ Th ☐ Fr ☐ Sa ☐ Su

Current School Year 2012

Total # of Sessions

Start/End Time

Total Hours

Session Location Select One

Address

City State FL

Zip

4. Description of Services

Provider will give the student the following educational supplemental services

[Insert general description of program & procedures, also include method of delivery for example; tutoring, small classes, etc.]

5. Communication with Parents and District

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting methods - for example; written report on monthly basis.]

6. Confidentiality

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s)

Exhibit 1

7. Signatures

We hereby certify that we have read and understand this Supplemental Educational Services Statement of Goals.

Provider

Signature	Date
Printed Name	
Title	

Parent/Guardian

Signature	Date
Printed Name	Relationship

Parent/Guardian

Signature	Date
Printed Name	Relationship

SES Facilitator

Signature	Date
Printed Name	

Other

Signature	Date
Printed Name	
Title	

Save

Exhibit 2

Teacher: < name of teacher >

The School Board of Broward County, Florida
Title I, Migrant and School Improvement
701 N. W. 31st Avenue
Ft. Lauderdale, FL 33311

Date: **May 1, 2013**

To: **Parent of Students in SES Programs**
From: **Broward County Title I Supplemental Educational Services**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May 10, 2013.** For questions regarding the survey, please call 754-321-1400.

Student name: «FirstName» «LastName» Grade level: «GrdLvl»

School: «SchoolName»

Provider name: «ProviderName»

Check location of services: School_____ Home_____ Provider Facility_____ Public Facility_____

Subject(s) tutored by provider: «Subject» «Subject»

On a scale of 1 to 3, **whereas 1 is "Unsatisfactory," 2 is "Satisfactory" and 3 is "Outstanding"**, please **circle the number** that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section.

Questions	Circle one: Unsatisfactory	Satisfactory	Outstanding	Don't know
1. Did the provider give you and your child regular feedback on his or her learning? Comments:_____	1	2	3	☐
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments:_____	1	2	3	☐
3. Were you satisfied with the provider's instructors? Comments:_____	1	2	3	☐
4. As a whole, were you satisfied with the quality of the services your child received? Comments:	1	2	3	☐
Parents of students with disabilities *only*. This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS): 5. Were the services given to your child consistent with your child's IEP or IS?	1	2	3 Comments:	☐
Parents of English-Language learners *only*. This question is only for parents of English-language learners: 6. Were the services given to your child appropriate for an English language learner?	1	2	3 Comments:	☐
Parents of English-Language learners *only*. This question is only for parents of English-language learners: 7. Did the provider give notices, letters, and other information in your language?	1	2	3 Comments:	☐

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

SES Provider: _____ Date of Observation: _____

School Site/Tutoring Location: _____ Begin Time: _____ End Time: _____

SES District Representative (Observer): _____

SES Tutoring Services

SES Facilitator's Name: _____ On site? Yes ❑ No ❑

Provider's Lead Teacher's Name: _____ On site? Yes ❑ No ❑

Name of Tutor(s)	Number of Students	Grade Level(s)	Subject Area	SLP Goals Targeted	Tutoring Location

PROGRAM MANAGEMENT/COMPLIANCE	Comments
1. Tutor/Provider staff is wearing appropriate vendor badge. Yes ❑ No ❑ NA ❑	
2. Provider's staff is on site before delivery of services and assumes responsibility of students before tutoring session. Yes ❑ No ❑ NA ❑	
3. Arrival, Dismissal and Emergency procedures are in place. Yes ❑ No ❑ NA ❑	
4. Snacks are provided outside of contracted tutoring time. Yes ❑ No ❑ NA ❑	
5. Procedures are in place for delivery of services if tutor is late or absent. Yes ❑ No ❑ NA ❑	

DELIVERY OF INSTRUCTION		Comments
Tutoring sessions begin and end as indicated on the SLP.	Yes ❑ No ❑ NA ❑	
Students are supervised during SES instructional time.	Yes ❑ No ❑ NA ❑	
Tutor is prepared with materials and begins on time.	Yes ❑ No ❑ NA ❑	
Instructional materials are available for all students.	Yes ❑ No ❑ NA ❑	

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

Instructional materials are individualized to students' academic needs.	Yes ❑	No ❑	_____
Tutor interacts with students, provides feedback, and manages student behavior.	Yes ❑	No ❑	_____
Tutor uses appropriate instructional strategies which are appropriate to the students' needs.	Yes ❑	No ❑	_____
Students are engaged and are able to ask questions.	Yes ❑	No ❑	_____
Make-up sessions are available for students who miss sessions.	Yes ❑	No ❑	_____

Student Records			**Comments**
Emergency Contact cards and release information is available.	Yes ❑	No ❑	_____
The emergency plan is available.	Yes ❑	No ❑	_____
Student Learning Plans are available.	Yes ❑	No ❑	_____
Broward County student daily sign-in sheets are evident and in use by students.	Yes ❑	No ❑	_____

Comments and Interviews

_____

_____

_____

_____

Follow-up monitoring visit recommended	Yes ❑	No ❑	
Monitoring visit discussed with Provider	Yes ❑	No ❑	Date: _____

_____ _____

Observer's Signature Date

Exhibit 4

School Board of Broward County (SBBC)
Supplemental Educational Services

Student Learning Plan (SLP)
Evidence of Attempts to Consult with Parent Form
2012-2013

Student Name: _____ ID Number: _____

School: _____ Grade: _____

Name of Provider (Print): _____

As a Provider you are required to make reasonable efforts to contact the parents of the above-named student regarding SLP consultation (three different attempts shall be considered reasonable). However, if after three attempts, you are unable to contact his/her parents unable to conduct a face-to-face meeting, or have consulted with the parent but have been unable to secure their signature; you may develop the SLP and submit this page to the Title I office for a "pending approval" status by indicating below the type of attempts and the dates when they occurred. The parent's signature must be secured on the SLP prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent and a "final approval" awarded.

FIRST ATTEMPT (Insert a √ in the appropriate column)					SECOND ATTEMPT (Insert a √ in the appropriate column)					THIRD ATTEMPT (Insert a √ in the appropriate column)				
Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe

I, as an authorized representative of _____(company's name), certify that the above information is true and accurate to the best of my knowledge and the parent(s) of the above-named student will be provided with a copy of the approved SLP and the Provider's contact information if the parents wish to discuss the plan.

Provider Representative Name: _____ Date: _____
(Print)

Provider Representative Signature: _____

Exhibit 5

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Waiver Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY **SBBC EMPLOYEES**	**PRINT ALL INFORMATION**		
LAST NAME	**FIRST NAME**	**Badge Expiration Date**	**Name of School or Work Location**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			

Exhibit 6

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY NON-SBBC EMPLOYEES	PRINT ALL INFORMATION			
LAST NAME	FIRST NAME	Badge Expiration Date	Date of Birth (MM/DD/YYYY)	Social Security #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				

Exhibit 7

Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County 2012-13

Please be reminded that STATE APPROVED SES PROVIDERS and their staff serving Broward County Schools must adhere to the following Code of Professional Conduct and Ethics regarding Supplemental Educational Services (SES):

* SES Providers **shall not** compensate district employees personally in exchange for providing access to facilities, providing student lists, assisting with marketing or student recruitment to promote enrollment in a provider's program.

* SES Providers **shall not** request from district employees a list of students eligible to receive services, as this information would identify a student as eligible for Free and Reduced Lunch, which is in violation of the Family Educational Rights and Privacy Act (FERPA).

* SES Providers **shall not** employ district employees in the capacity of principal, assistant principal, district administrator, or SES Coordinator.

* SES Providers **shall not** pay school based SES facilitators to be facilitators for the provider.

* SES Providers **shall not** hire school personnel for any purpose other than instruction-related services (Tutor) or company/provider program coordinator (Provider Lead Tutor).

* SES Providers **shall not** offer parent or student any form of incentive for signing-up to receive services. Simple door prizes of a nominal value (approximately $5.00 per prize) and refreshments can be offered to potential students and their families, while attending school/district based informational sessions.

* SES Providers **shall not** overwhelm principals and school staff with e-mails or personal visits to discuss leases, student sign-up, hiring teachers and presentation of curriculum. Providers are encouraged to follow the district's process of contacting schools for information.

* SES Providers **shall not** distribute or make arrangements with school administrators, teachers or school support staff to send home, via backpack or mail, the Broward School's SES Enrollment Forms that has a provider's name pre-printed or handwritten as part of the form or flyers endorsing a specific SES program.

* SES Providers **shall not** use school staff to market or promote their program to parents or students.

* SES Providers **shall not** modify any SES enrollment form completed by a parent.

* SES Providers **shall not** pre-print, photo copy, modify or distribute the enrollment form with the provider's name.

* SES Providers **shall not** mislead parents regarding the enrollment process.

* SES Providers **shall not** contact parents on behalf of the district to inform them about SES services

* SES Providers **shall not** submit enrollment forms to the district office. All enrollment forms must be returned to the school. School staff will submit forms to the Title I Office.

* SES Providers **shall not** mislead parents regarding the number of hours of service available based on the per pupil allocation and the published rate per hour.

* SES Providers **shall not** post signs, pass out flyers or implement any other marketing strategies on school or district property, as this creates a disruption, which prevents the school from operating in a safe and orderly manner.

* SES Providers **shall not** create or pass out flyers/signs that has school or district information that is inaccurate or suggests that the District is promoting an SES Provider's company.

* SES Providers **shall not** misquote or misrepresent District or school staff.

* SES Providers **shall not** encourage students/parents to switch Providers once enrolled. A student is considered enrolled once the District has issued the formal student / Provider list.

* SES Providers **shall not** implement a rewards program for attendance and/or achievement that is not part of the provider's state-approved program (rewards for student's performance up to $50.00 can be offered per student per year).

* SES Providers **shall not** interact with each other in an unprofessional manner in the presence of students, parents, school personnel, and district personnel during district and school sponsored activities.

ACKNOWLEDGEMENT OF RECEIPT OF THIS CODE OF PROFESSIONAL CONDUCT AND ETHICS FOR STATE APPROVED SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

Signing this form, acknowledges that I (representative of this company) have read the Code of Professional Conduct and Ethics regarding SES and agree to comply with these requirements. This company will also ensure that all employees and contracted entities are informed about their obligations in meeting the above Code of Professional Conduct and Ethics.

Signature of SES Provider's Representative	Print name of representative
Company Name of SES Providers (print)	Date

Form is due prior to October 15, 2011.
Originals only. Will not accept faxed or e-mailed copies.
Blue ink preferred for signature.

Exhibit 8

Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers 2012-13

1. Employees shall not campaign, recruit, solicit for, or otherwise work for the purpose of gaining students for the provider during hours of employment by the district. This includes talking to parents about a specific provider and the provider's program.

2. District employee shall not represent an SES provider during parent/student night, school functions at which the employee is required to attend by the district, or other school activities.

3. Employees shall not have access to student lists, phone numbers, free/reduced lunch lists, or other student information at any time to be used for the purpose of recruiting students for an SES provider. This is a violation of the Family Educational Rights and Privacy Act (FERPA).

4. Employees shall not use district materials and supplies, such as paper, pencils, books, computers, application software, printers, crayons, etc. for the purpose of administering the SES program, without prior written permission.

5. Employees of SES providers shall not have access to copiers, phones, or other equipment owned, leased or operated by the Broward County School District, even if the tutor is a Broward County School District employee.

6. District employees are not necessarily able to tutor in the classroom they are assigned to during the regular school day. Providers can request space at the school. Principals (with input from Area Offices) make the decision as to whether there is space available. Principal determines where the provider will be placed in the school.

7. SES providers are required to supply their tutors with all materials needed to implement and deploy the program described in the provider's request for application to the State of Florida.

8. Distribution of materials by providers to school staff requires the permission of the Principal of the school. Distribution of these materials can only take place before or after regular school hours.

9. Teacher or other employees shall not tutor any student who is assigned to that teacher during the regular school day, unless specific permission has been given by the district's SES office.

Signing this form, acknowledges that I have read the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers and agree to comply with these requirements.

Signature of SES Employee	Print name of Employee
Name of SES Company (print)	Date

SES Provider is responsible for retuning this form to the Title I Office within one week of employing a Broward School District employee. Failure to comply will result in termination of Provider's contract with SBBC.

Exhibit 9

School Board of Broward County, Florida
Personnel Hiring Guidelines for SES Providers

Criminal Records including Guilty Pleas (Regardless of Adjudication),
No Contest Pleas, Pre-trial Intervention/Diversion

This is not intended to be a complete list of all disqualifying criminal offenses.

I. Will Not Hire

- Extreme Violence (Aggravated assault/aggravated battery, murder, attempted murder)
- Sexual Offense (Lewd and Lascivious – Sexual Battery, Rape, Sex with a minor)
- Kidnapping
- False Imprisonment
- Child Abuse
- Pornography
- Extortion
- Manslaughter (Including Vehicular Homicide/Involuntary)
- Indecent Exposure if sexual in nature
- Currently on probation or has a case pending that is a DUI or criminal in nature

II. Will Not Hire – if offense less than 10 years old. Will consider and carefully review if older than 10 years

- Felony drug use
- Grand theft/robbery
- Burglary
- Felony Battery/assault
- Felony possession of a concealed weapon
- Welfare/Unemployment Fraud
- Forgery
- Arson
- Prostitution or Solicitation of Prostitution
- Grand larceny
- Other felonies not mentioned in Section 1

III. Will Not Hire – If offense is less than 5 years old. Will consider and carefully review if older than 5 years

- Multiple DUI's
- Misdemeanor drug and/or paraphernalia
- Possession of concealed weapon – misdemeanor
- Battery/Assault
- Resisting arrest with violence
- Domestic Violence

IV. Judgment – case by case review

- DUI – one incident only
- Sale of alcohol to minor
- Worthless checks
- Disorderly conduct
- Multiple criminal offenses
- Petty theft (theft to deprive/retail theft/shoplifting
- Trespassing/Loitering
- Arrest without violence
- Larceny
- Other criminal offenses

Exhibit 10

School Board of Broward County
2012 – 2013 Supplemental Educational Services
Invoice Cover Form

Directions: **Information on this form must be typed and signed in blue ink by the authorized representative of the SES Provider Company.**

Company Name: _____

To: Title I Office
701 NW 31st Avenue
Fort Lauderdale, FL 33311

Attn: Title I/SES Bookkeeper

Contact Person for invoice_____

Provider Phone #: ( ) _____

Provider Fax #: ( ) _____

Invoice Number: _____

Date: _____

Service Period (Month/Year)	**Services Rendered**	**Title I use only**
	Invoice Amount: $_____	Total Amount to be Paid $ _____
	Adjustments Hours of services will be removed and the invoice adjusted if the tutor(s) listed on the Monthly Attendance and Payment Record was/were not cleared prior to providing services, students did not sign the daily sign in sheet or the information is on the sign in sheet is missing or wrong, and/ or white out was used on any forms used for invoicing purposes. In addition, per the 2012 -2013 Agreement for Supplemental Educational Services (SES) Providers, the fees outlined below will be deducted from the invoice amount, if applicable. **SBBC reserves the right to withhold payment if a review reveals that the Provider has submitted overcharges.**	Original Invoice Amount: $ _____ Less Adjustments: $ _____ Total Amount: $ _____

Title I Use Only
If applicable, per the 2012- 2013 Agreement for SES Providers, the following fees will be assessed.

Adjustment(s)	**Fee(s)**
Invoice submitted after the last day of the billing month	$ 60.00
Invoice received 15 calendar days after the last day of the billing month	$ 10.00 per day (10 X _____ day(s) = $_____ Total)
Invoice resubmitted due to errors (1st time)	$ 60.00
Invoice resubmitted after the 5th business day of notification	$ 10.00 per day (10 X _____ day(s) = $_____ Total)
Invoice resubmitted more than once	1% of the total invoice amount (2% X _____ Total invoice = $_____ Total)
Incorrect/Missing attendance records, student sign-in sheets/ progress reports/test summary sheets	$ 5.00 per item (5 X _____ per student = $ _____ Total)
Other fees:	

Please remit payment to:

Company Name: _____

Address: _____

City/State/Zip Code: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit 11

Broward County Schools Supplemental Educational Services
Progress Report 2012 – 2013

First	Last	Grade	Number	School	Provider

Year	Test	Subtest	Score

Test Name	Subject	Other Level	Pre-Score	Post-Score	Next Score

Date	Subject	Strand	Treatment	Number	Provider

Subject	Type	Strand	Goal	Objective	Targeted Area	Mastered
						☐
						☐
						☐

Exhibit 12

The School Board of Broward County, FL
Supplemental Educational Services

Daily Student Sign-In
2012-13

Month: _____

Company's Name: _____

Student's Name: _____ ID# _____

Location of Tutorial Services: _____

Name of **Tutor**: _____

Subject (1) **(circle only 1): Reading Math Science** **Session Time:** _____ to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

Subject (2) **(circle only 1): Reading Math Science** **Session Time:** _____ to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

	Student Signature	Date	Subject (R, M, S)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

***Do not include free tutoring sessions on this attendance sheet.**

Exhibit 13a

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County, FL

Title I, Migrant & Special Programs Department

Monthly Attendance & Payment

First	Last	Student#	Addr1	Addr2	School	Tel#	Grd

Provider	Tutor Location	Street	City	State	Zip

Tutor Name **Begin Date** **End Date**

Indicate Math(M), Reading(R), and/or Science(S) for each day tutoring occurred. A minimum of 60 minutes per subject, round to the nearest 30 minutes. Invoice and attendance must be submitted by the 15th of the following month. One submittal per month.

1 M	R	S	2 M	R	S	3 M	R	S	4 M	R	S	5 M	R	S
6 M	R	S	7 M	R	S	8 M	R	S	9 M	R	S	10 M	R	S
11 M	R	S	12 M	R	S	13 M	R	S	14 M	R	S	15 M	R	S
16 M	R	S	17 M	R	S	18 M	R	S	19 M	R	S	20 M	R	S
21 M	R	S	22 M	R	S	13 M	R	S	24 M	R	S	25 M	R	S
26 M	R	S	27 M	R	S	28 M	R	S	29 M	R	S	30 M	R	S
31 M	R	S												

Calculate Attendance | Save | Delete Month | Minutes Remaining

Last Session Date

0.0000 Hours Rate 0.00 | Maximum Allowed Amount Used Balance

Use Minutes Remaining

I certify, under penalty of perjury, that the above information is true and correct

Print name of parent or SES facilitator _____ Date _____

Signature of parent or SES facilitator _____

Signature of SES provider _____ Print NOT SAVED

Exhibit 13b

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
2012 - 2013 SES Monthly Attendance & Payment Record

Student's name: _____ **Date**_____

Student Number: _____ **School:** _____

Student's address: _____

Tutoring Location other than school:_____

SES Provider: _____ **Tel. #** _____

Beginning Date:_____ **Ending Date:**_____

Instructor's name: _____

1. Indicate (M)-Math, (R)-Reading, (S) Science **2. Enter length of each session** **3. Tutor must initial each attendance date**

Submit one record per month.

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	**Month:** _____			

Tutor Schedule: **M T W T F S Sun** **(CIRCLE Tutoring Days)**

Total Attendance: _____**Hours** _____**Minutes**

I certify, under penalty of perjury, that the above information is true and correct.

Print name of parent: _____ Date_____

Signature of Parent: _____

Signature of SES Provider:_____

8/8/2012 – Title I Office

Only for in-home, provider or community facility tutorial sessions

Exhibit 14

2012 – 2013 SES Provider and School Board of Broward County (SBBC) Employee Disclosure

SBBC Policy 4202 – TUTORING states: BY MAINTAINING A HIGH QUALITY INSTRUCTIONAL STAFF AND PROVIDING A RICH, VARIED CURRICULUM, THE NEED FOR INDIVIDUAL TUTORING SHOULD BE MINIMIZED. EVERY EFFORT SHOULD BE MADE BY THE PRINCIPAL AND TEACHER(S) TO HELP THE STUDENT WITH EDUCATIONAL PROBLEMS BEFORE RECOMMENDING THAT PARENT(S) ENGAGE A TUTOR. IN ORDER TO COVER EXCEPTIONAL CASES WHERE IT MIGHT BECOME NECESSARY TO RECOMMEND INDIVIDUAL TUTORING, RULES AND REGULATIONS SHALL BE ESTABLISHED BY THE SUPERINTENDENT TO PROTECT BOTH THE SCHOOL BOARD OF BROWARD COUNTY AND TEACHER(S) FROM CHARGES OF CONFLICT OF INTEREST. THESE RULES AND REGULATIONS SHALL BE IN ACCORDANCE WITH ACCREDITATION STANDARDS FOR FLORIDA SCHOOLS, FLORIDA STATE BOARD OF EDUCATION ADMINISTRATIVE RULES AND/OR FLORIDA STATUTES.

RULES

1. A teacher may not receive compensation for tutoring any student while that student is assigned to one of his/her classes.

2. A music instructor may give private lessons to his/her own student(s) when other qualified tutors on the school's staff are not available in that subject area.

3. Broward teachers who receive compensation for tutoring shall not use public school facilities for such purpose. Private instruction by music instructors shall be an exception to this rule. Said instructors who tutor students in music in a SBBC facility must complete and have on file with his/her principal a rental lease agreement pursuant to the provisions of the Board Policy 1341 and a weekly schedule of lessons. The music instructor's fee for tutoring shall be established by the Superintendent in a schedule that shall be reviewed annually.

4. Individual tutoring for compensation by SBBC teachers shall not take place during the school day.

5. Work completed under private instruction shall not be accepted for credit unless strictly in accordance with Accreditation Standards for Florida Schools, Florida State Board of Education Administrative Rules and/or Florida Statutes. Parents shall be advised that individual tutoring shall not provide credit. If parent(s) persist in such assumption, the teacher shall not be held responsible.

6. Non-School Board guest clinicians/consultants may be used periodically and shall only be compensated pursuant to the provisions of the Board Policy 6302 - Use of Consultants. Board employees shall not request or receive money from students/parents to pay for said clinicians/consultants. Booster clubs may be requested to fund these activities pursuant to the school's internal account dollars.

7. The Superintendent is authorized to develop procedures to implement this policy.

_____, an approved SES Provider, acknowledges that it has engaged the services of _____, an employee of the SBBC, to provide SES to eligible students on behalf of the Provider in association with the 2012 - 2013 Contractual Agreement for SES Providers entered between the Provider and SBBC. Any activity conducted by the employee on behalf of the Provider shall occur during non-school board hours. SBBC shall not be considered a party to any employment agreement between the Provider and employee; however, the employee must conform to all SBBC Rules governing the conduct of it's SBBC employees at all times. Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance with the SBBC Rules and any governing labor contracts.

Each Provider shall be responsible for obtaining the original signed 2012-2013 SES Provider and SBBC Employee Disclosure Form for each SBBC employee who is also employed by the Provider.

_____	_____	_____
(Print Employee Name)	(Employee Signature)	(Date)
_____	_____	_____
(SES Provider Company)	(Name and Title of Provider Representative)	(Date)

Exhibit 15

School Board of Broward County (SBBC)
Supplemental Educational Services
Provider Staff Training Acknowledgement Form 2012-13

Please print or type the following information:

Name of Provider: _____

Name of Staff: _____, _____
Last First

Job Title: _____

I have been trained in

- ☐ SBBC Procedures and Guidelines for the Implementation of SES Program
- ☐ SBBC Code of Ethics and Conduct
- ☐ Child Abuse Reporting
- ☐ Accident/Incident Reporting
- ☐ Confidentiality of Student Information
- ☐ SBBC Emergency Procedures
- ☐ Student Emergency Contact Information
- ☐ Student Dismissal Procedures
- ☐ Student Sign In/Sign Out Procedures
- ☐ Student Attendance Recording
- ☐ Student Learning Plan (SLP) and Progress Report
- ☐ Pre-and Post-Assessment Procedure and Reporting
- ☐ Provider's SES Program and Curriculum
- ☐ Usage of Supplies and Equipment – I will only use supplies or equipment that belongs to the provider or myself.
- ☐ Instructional Materials and Supplies
- ☐ District Requirements and Procedures for Fingerprinting/Background Screening Clearance
- ☐ All State Mandated Training

Place Copy of SES Staff Identification Badge Here

- ✓ Badge must include:
- ✓ Name
- ✓ Title
- ✓ Photo
- ✓ Name of the Company
- ✓ Current School Year

I acknowledge that I have received training in all areas listed above. ☐Yes ☐No
I meet the educational requirements to work for this company under the capacity of:
☐ Employee ☐Tutor ☐Volunteer ☐Other_____
I have received instructional materials for program implementation (tutors only). ☐Yes ☐ No

_____ _____
Staff Signature Date

Staff Phone Number: _____ E-mail:_____

Provider Use Only:

I verify that the staff member named above has been properly trained in all areas checked. I understand that the staff will not begin offering services until approval is received from the SBBC NCLB Parental Choice Options office.

_____ _____ _____
Provider representative Name & Title (print or type) Signature Date

Exhibit 16

The School Board Of Broward County (SBBC)
Supplemental Educational Services (SES)
Provider Training Assurance Form 2012-13

Please print or type the following information:

Name of Provider: _____

As the authorized representative for this Provider, I certify that all the staff has been trained in the following areas:

1. SBBC Procedures and Guidelines for the implementation of SES Program
2. SBBC Code of Ethics and Conduct
3. Child Abuse Reporting
4. Accident/Incident Reporting
5. Confidentiality of Student Information
6. SBBC Emergency Procedures
7. Student Emergency Contact Information
8. Student Dismissal Procedures
9. Student Sign In/Sign Out Procedures
10. Student Attendance Recording
11. Student Learning Plan (SLP) and Progress Report
12. Pre- and Post-Assessment Procedures and Reporting
13. Provider's SES Program and Curriculum
14. Usage of Supplies and Equipment
15. Instructional Materials and Supplies
16. District Requirements and Procedures for Fingerprinting/Background Screening Clearance
17. All State Mandated Training

I also acknowledge that:

- ✓ No SES will be delivered by tutor prior to the tutor receiving background and drug screening clearance from SBBC.
- ✓ Instructional materials for program implementation were provided for all tutors.

I certify that I am an individual authorized to act on behalf of the organization or referenced above in submitting this Assurance as indicated on **Exhibit ?** and that all the information provided herein is true and accurate to the best of my knowledge. I verify that the attached list contains the name and title of all staff members that have been trained in all areas indicated above. I understand that the staff will not begin offering services until approval is received form SBBC Title I SES office. I further certify that this organization will continue complying with all staff training requirements during the duration of the services stipulated in the contractual agreement with SBBC, and that newly hired staff will be trained within 30 days of employment with this organization.

Provider Representative Name & Title (print or type)	**Signature**	**Date**

Print Form

AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER

THIS AGREEMENT is made and entered into as of this 16th day of October, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Stanley's Academy of Excellence, LLC
(hereinafter referred to as "Provider"),
whose principal place of business is
3261 N.W. 65th Street; Fort Lauderdale, FL. 33309.

WHEREAS, SBBC is authorized by state and federal laws to enter into an agreement with the state-approved Supplemental Educational Services (SES) Providers for the aforementioned purpose; and

WHEREAS, the Provider is willing to provide SES to eligible students as agreed upon in the Student Learning Plan (SLP) **(Exhibit 1),** and eligible students are those students who have been identified by the SBBC and who meet specific requirements under State Statutes, and Title I; and

WHEREAS, the Provider desires to enter into this Agreement with SBBC, for the purposes of providing SES in compliance with applicable laws; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, the Provider has been approved by the State of Florida Department of Education (FLDOE) and has met the qualifications to be certified as an SES Provider; and

WHEREAS, the Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, the Provider is financially sound and otherwise capable of fulfilling its requirements to the SBBC, students and parents during the term of this contract; and

WHEREAS, 1008.331, Florida Statute outlines the following requirements for SES;

(a) Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Student Learning Plan how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);

(b) Requires the Provider to continue to provide SES to eligible students who are receiving such services until the designated end time as indicated in the SLP. SBBC cost shall not exceed the per student allocation based on the final award of funds from the Florida Department of Education and is subject to change.

(c) Requires a description of how the district, the student's parent(s) and teacher(s) will be regularly informed of the student's progress.

(d) Requires a provision for the termination of the Agreement if the Provider is unable to meet the goals and timetables required.

(e) Requires provisions with respect to making payments to the Provider by SBBC.

(f) Prohibits the Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

(g) Requires the SBBC to prioritize to the lowest performing students if there are not enough funds to provide services to all eligible students whose parents request the services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

2.02 Duration. The Provider will provide SES for the 2012 – 2013 school year with such services to be provided to eligible students upon approval by SBBC. The Provider must be able to provide services no later than October 15, 2012, contingent upon their receipt of their SBBC approved student enrollment list at least 20 days prior to the start date. In the event that the Provider's SES Agreement is approved by SBBC less than 20 days prior to October 15, the

Provider shall be afforded no less than 20 days from the date SBBC assigns students to the Provider to begin delivering services. If the Provider fails to start tutoring with at least 80% of students that SBBC assigns to the Provider, SBBC will reassign any students that have not started tutoring within 20 calendar days. Tutorial services must be completed by Sunday, March 31, 2013 unless otherwise agreed upon.

2.03 Evaluation/Follow-up Method. Evaluation of the Provider **(Exhibit 2)** shall be provided by SBBC to parents of students enrolled in SES. The SBBC will provide further evaluation of the Provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.04 Extent. The SES tutoring program shall be offered Sunday through Saturday as indicated on the Provider's state approved application. Length of sessions shall be offered as indicated on the SLP and the Provider's state approved application.

2.05 Location. All tutoring locations and sessions as described under the terms of this Agreement must be located and performed within Broward County, Florida.

2.06 Monitoring of the SES Program. SBBC's SES staff will monitor the Provider at various school locations and off-campus facilities where SES services are rendered. The SES staff will use the Supplemental Educational Services (SES) Monitoring Tool for Providers **(Exhibit 3)** to monitor the SES Provider's tutorial program at various school locations.

2.07 Parent/Guardianship. For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 Program Description. SES provides additional tutoring for the lowest performing students attending an eligible Title I school in grades K-8. Only Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire SBBC teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Parents may only select Providers on the state approved list for SES.

2.09 Reassignment of Students. A student who has been assigned to a Provider for twenty (20) calendar days who does not have an SBBC-approved Student Learning Plan will be reassigned to the parent's next choice of Provider. Further, a student who has an approved Student Learning Plan, but is not being actively tutored within twenty (20) calendar days of the enrollment with said company will be reassigned to the parent's next choice of Provider.

2.10 Request for Application (RFA) Process: The Provider will implement its SES program in accordance with all provisions of the application submitted by the Provider and approved by the FLDOE under the annual RFA process. These provisions include, but are not limited to, hourly rates, student/tutor ratios, staff qualifications and tutoring session duration. The Provider will submit to SBBC a hard copy and an electronic copy of its state-approved SES application.

2.11 Right to Withhold. SBBC may withhold payment to the Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC, the:

(a) Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.

(b) Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its SES program, work, or records.

(c) Provider has failed to submit the invoice to SBBC within 45 days of rendering SES services.

If SBBC gives notice of intent to withhold, the Provider shall have ten (10) working days from the day of receipt of said notice to correct such deficiencies and/or may invoke the dispute resolution provision herein.

2.12 Student Learning Plan (SLP).

(a) The SLP must be developed by the Provider, in consultation with the parent/guardian and SBBC, for each eligible student whose parent/guardian elects to receive SES. The Provider may utilize district assessment scores if scores are available for each eligible student whose parent elects to receive SES from the Provider. If SBBC's data and the Provider's pre-assessment identify different needs, the achievement goals and objectives should be revised in the SLP to reflect the needs identified through the Provider's pre-assessment. An SLP may not be submitted to SBBC for final approval until the Provider has met with the parents to discuss the student's present academic performance and a detailed description of the methods and strategies of tutorial instructions has been shared and reviewed by the parent.

(b) The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation Sunshine State Standards (NGSSS). In case of a student with disabilities, these goals must be consistent with the student's Individualized Education Program (IEP) under the Individuals with Disabilities Education Act (IDEA) or the student's 504 Plan (if applicable). The goals must also target the specific benchmarks as tested on the Florida Comprehensive Assessment Test (FCAT). The Provider shall submit three (3) or more objectives on each student's SLP. The Provider must frequently monitor students' progress and make students aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, start and end dates.

(c) The Provider agrees to complete SBBC's online SLP for each student assigned. The parent, Provider and SBBC must sign the SLP before tutoring services may begin. If a parent's signature cannot be obtained, the Provider agrees to submit the SLP and the Evidence of Attempt to Obtain a Parent Signature **(Exhibit 4)**. The SLP will be given a "pending approval" status prior to the beginning of tutorial services. The parent's signature must be secured on the SLP

prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent with an original parent signature.

(d) The SLP must be submitted to the Title I office at least five (5) business days prior to the start date for approval. The Title I SES staff must approve the SLP before tutorial services may begin. Any students without an approved SLP within twenty (20) days of assignment to a Provider will be removed from the Provider's list and reassigned to the parent's next choice. Changes in any SLP may only be made with the written consent of the parent/guardian in consultation with the Provider and approved by SBBC. The Provider, SBBC or parent/guardian may request a review of a SLP. The SBBC reserves the right to require modifications to the SLP. The Provider shall obtain written authorization from SBBC before terminating any SLP.

(e) Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate SBBC financially, nor shall SBBC incur any obligations or expense in excess of the per pupil allocation as determined by the FLDOE. The allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(f) The student's name and identification number must be printed on each page of the SLP.

(g) The Provider agrees to give a copy of the SLP signed by the parent to the SES facilitator for all assigned students.

2.13 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

RESPONSIBILITY OF THE PROVIDER:

2.14 Access to Records. The Provider shall provide access to its facilities for periodic monitoring of each student's instructional program. SBBC representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview providers, and review students' progress including the behavior intervention plan, if any.

The Provider shall provide access to records or reports, or other matters relating to the Agreement, upon request by the SBBC or appropriate federal agency. During the term of this agreement, and for five years thereafter, the Provider shall maintain detailed records of all services rendered pursuant to this Agreement, including student eligibility information, employee records, progress reports, lesson plans, invoices and all other documentation associated with providing SES to eligible students in the SBBC.

2.15 Accident/Incident Report.

(a) The Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. The Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

(b) The Provider must train all tutoring personnel in appropriate procedures for handing and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

(c) The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.16 Background Screening. The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

(a) All current SBBC employees hired by a SES Provider must secure a vendor badge for that company. The Provider must submit to the Title I Office a clear copy of the current vendor badge and complete the Background Check Waiver Form for SBBC Employees **(Exhibit 5)**.

(b) All non-SBBC employees must secure a vendor badge. The Provider must submit to the Title I Office a clear copy of the current vendor badge and also complete the SES Background Check Form for non-SBBC Employees **(Exhibit 6).**

(c) All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep updated background check forms and vendor badges on file with the Title I office throughout the terms of this agreement will result in nonpayment for services rendered and termination of this contract agreement.

2.17 Background Screening for On-line Services.

(a) Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The Provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statues.

(b) If the Provider fails to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Provider agrees to indemnify and hold harmless the SBBC; it's officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.18 Child Abuse Reporting.

(a) The Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. The Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Provider agrees that all staff members will abide by such laws in a timely manner.

(b) The Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under the Provider's supervision.

2.19 Code of Conduct.

(a) The Provider shall abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County **(Exhibit 7)** provided by the SBBC. The Provider and its employees are required to complete and submit the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County prior to the beginning of services.

(b) The Provider shall have all SBBC employees hired complete the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers **(Exhibit 8).**

(c) Administrators cannot be hired or compensated by the SES Provider. The Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers provided by the SBBC must be submitted prior to the start of tutorial services.

(d) Failure to abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County will result in a termination of this contract.

2.20 Compensation.

(a) The cost of tutorial services shall not exceed the per pupil allocation amount of $1147.00. This allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(b) The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on the Provider's approved SES application with the FLDOE. The Provider will receive payment when tutorial services for which payment is requested have been performed satisfactorily in full and verified.

(c) SBBC is not obligated to pay for unsatisfactory services. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

(d) The Provider must provide services for students only provided by SBBC. Payment will not be rendered for students that are not approved by the Title I office.

(e) The Provider shall limit tutoring to two (2) hours per day and a maximum of ~~to~~ six (6) hours per week. Instruction shall be provided beyond the regular school day. Tutoring that extends beyond six (6) hours per week will not be paid by SBBC. The Provider will be paid only for sessions students attend.

(f) The SBBC is not obligated to communicate or render payment to any third person or entity.

2.21 Compliance with Policies and Laws. The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement. The Provider must also ensure that the SES is in compliance with federal/state laws and District

Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

2.22 Confidentiality of Student Records. The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.23 Conflict of Interest. The Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. The Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.24 Contact Parents. The Provider must immediately contact the parent of any student who misses two or more days. The Provider must implement interventions for students who are habitually absent. Additionally, upon a student's completion of his/her SES program a parent shall be contacted by the Provider and informed of the program's completion.

2.25 Control of Students.

(a) The Provider, while providing services, shall be responsible for the control and safety of students from the time the student arrives for services until the student is placed under control of the parent/guardian or other approved caregiver, at the end of service. The Provider must escort all students to the proper caregiver or approved means of transportation at the end of the service. The Provider must check the ID of the person picking up the student to make sure it matches an individual allowed to care for that child.

(b) The Provider is obligated to supervise its students and employees before, during and after the provision of SES. All supervision and care is at the expense of the Provider. This Agreement may be cancelled if the Provider fails to supervise its students and employees.

(c) If the District, Principal or Principal Designee becomes aware of an instance when the Provider has failed to properly supervise its students or employees at the school, SBBC, Principal or Principal Designee will give written notice to the Provider. The Provider will have twenty-four (24) hours to correct the problem. If the Provider fails to correct the problem within twenty-four (24) hours from receipt of the Principal's notice, then the Principal is authorized to cancel the facilities Agreement without further notice.

2.26 Delivery Model. The Provider shall be secular, neutral, and non-ideological in instruction and content. The Provider shall assume responsibility for supervision and care of students during the times that students are in its care and will further ensure that students are supervised before and after SES tutoring sessions have been completed. All supervision and care is at the expense of the Provider.

2.27 Disputes. Disputes between the SBBC and the Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31st Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.28 Facility Access. The Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview the Provider, and review each student's progress. The Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.29 Hired Staff and Tutors. All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep ID files updated and submitted to the Title I office throughout the terms of this Agreement will result in nonpayment for services rendered and termination of this Agreement.

Due to the inability of an international background check to be completed by the Florida Department of Law Enforcement, Federal Bureau of Investigation, or other United States law enforcement agency, no tutors residing outside of the United States will be permitted to tutor in Broward County. The Provider is required to hire a lead teacher at all sites with more than twenty (20) students. The Provider agrees to abide by the SBBC's Personnel Hiring Guidelines for SES Providers **(Exhibit 9).** Failure to abide by the Personnel Hiring Guidelines will result in a termination of this contract.

2.30 Incentives. The Provider must limit student incentives as follows:

(a) Must not exceed a total of fifty dollars ($50.00) per student for all incentives;

(b) Incentives must be earned by achievement or attendance;

(c) The Provider may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign-up. Only students assigned to a Provider may be informed of achievement or attendance incentives;

(d) Per Section 1008.331, Florida Statues, Supplemental Educational Services in Title I schools, a Provider may not provide incentives to entice a student or a student's parent to choose a Provider.

2.31 Inspection and Audit. SBBC, its auditors and representatives, Florida Department of Education and USDE, its auditors and representatives shall have the right to examine and inspect such records at any time. The Provider shall cooperate with all reasonable requests to inspect records.

2.32 Insurance Coverage and Minimum Requirements. The Provider shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum

insurance, the SBBC shall not be deemed or construed to have assessed the risk that may be applicable to the SES provider. The SES provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The SES provider is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

2.33 **Insurance - Verification of Coverage.** Proof of the required insurance must be furnished by the Provider to SBBC Risk Management Division by Certificate of Insurance within 15 days of notification of award by SBBC. The certificate of insurance must contain a provision for written notification to SBBC in accordance with policy provisions as outlined in the current ISO ACORD 25 (2010/05) form. All certificates and endorsements must be received and approved by SBBC before any work commences to permit Provider time to remedy any deficiencies. All coverages are required to be first dollar without application of deductible, unless otherwise stated. If multiple entities/locations are insured under a single policy each coverage limit must apply separately. Only the named insured on the contract will be accepted on the Certificate of Insurance.

(a) Acceptability of Insurance. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(b) Commercial General Liability - Broad form coverage including all risk associated or arising out of services provided under this contract:

General Aggregate $ 1,000,000
Each Occurrence Limit $ 1,000,000

The School Board of Broward County, Florida, its' members, officers, employees and agents shall be listed as Additional Insured and such coverage shall be no more restrictive than the latest edition of ISO form CG 20 10.

(c) Automobile Liability - Coverage shall not be any less restive than the standard ISO Business Auto Policy CA 00 01. The policy Named Insured *MUST* list the SES Provider Company Name, not an individual's name.

Owned Auto*
Non-owned Auto
Hired Auto
Bodily Injury/Property Damage (Each Accident) $1,000,000

In the event the company does not own any vehicles, we will accept Hired and Non-Owned coverage in the amounts listed above. In addition, we will require a notarized Owned Auto Affidavit signed by the company.

(d) Workers' Compensation – must be provided for all of its employees in compliance with Chapter 440, Florida statutes:

Coverage A (Workers' Compensation) Statutory
Coverage B (Employers Liability) $100,000 each accd/$100,000 disease, each employee/$500,000 disease policy limit

Currently, in the state of Florida, Workers' Compensation coverage is required for all entities with more than three (3) full and/or part-time employees. We require a notarized Workers'

Compensation affidavit signed by a company officer for all companies that do not require this coverage.

(e) Professional Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Annual Policy Aggregate $2,000,000
Max. Deductible $25,000

(f) Sexual Abuse / Molestation Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Max. Deductible $25,000

(g) Certificate of Insurance Information. Prior to the commencement of any work, as evidence of required coverage the Insured must provide a Certificate of Insurance to: SBBC Risk Management Division. (For SES Tutoring Title I participants, fax certificate of insurance to Risk Management at 866-898-4527.)

(h) The Liability policies are to contain the following provisions. In addition the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement number is: _____.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. 30 days written notice will be given to SBBC Risk Management Division prior to any material changes or for cancellation prior to the expiration date OR policy cancellation provisions must be submitted with certificate of insurance.

(i) If multiple entities/locations are insured under a single policy, each coverage limit must apply separately to each entity/ location. The following wording must be included on the Certificate of Insurance: **Coverage limits apply separately to each entity/location per endorsement #** _____. (Only the named insured on the contract will be accepted as the named insured on the Certificate of Insurance.)

2.34 Location of Services.

(a) All tutoring and physical locations for services must be performed and located in Broward County, Florida. The Provider shall notify SBBC of the names and addresses of all schools, centers and other locations where the Provider's services will be offered. The list of Provider's tutoring sites shall be boldly printed on all marketing materials intended for use at SES Provider Fairs. A Provider who participates in SES Provider Fairs, individual school open houses or registration campaigns shall conspicuously post the locations of its tutoring programs.

(b) The Provider may only post school locations where leases have been obtained and officially approved by SBBC.

2.35 Marketing Requirements. All marketing materials must be submitted to and approved by the Title I office.

(a) All materials distributed to parents must include the following statement:

"In order for your child to be eligible for Supplemental Educational Services (SES), your child must attend a Title I school for the 2012 – 2013 school year and have scored a Level 1 or Level 2 on the Florida Comprehensive Assessment Test (FCAT)."

(b) The Provider agrees to print the following notice at the top of materials distributed to parents in all caps, at least 12-point font. DISTRIBUTION DOES NOT IMPLY ENDORSEMENT OR RECOMMENDATION BY BROWARD COUNTY PUBLIC SCHOOLS.

(c) The Providers agrees that all marketing materials including posted materials used to promote SES in Broward County shall be translated into Spanish and Haitian-Creole.

(d) Any marketing materials found by SBBC on its property and/or at any of its sponsored events that do not include the aforementioned disclaimers will be seized and disposed of by personnel of the SBBC.

(e) The Provider may list the eligible SES schools where the Provider will be providing SES.

(f) Failure to comply with all marketing requirements will result in this contract becoming null and void.

2.36 Meetings. The Provider must attend the Annual Orientation Meeting to discuss the Provider obligations for the 2012-2013 school year. The Provider is also obligated to attend regular scheduled technical assistance meetings throughout the year.

2.37 Minimum Per Site.

(a) The Provider agrees to provide services to students from any eligible school where at least 1 parents have selected services from the said Provider and students have been assigned the same.

(b) If the Provider withdraws from offering services to the SBBC students and the minimums per school set by the Provider have been met, the SBBC shall report the Provider to the FLDOE. The Provider shall be immediately removed from providing services for the current school year for SBBC.

2.38 Monthly Invoices. The Provider shall submit monthly invoices to the Title I Office for services rendered. Invoices must be generated from SBBC's SES database and shall be submitted on or before the last day of the following month of services rendered. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than Tuesday, April 30, 2013.

(a) Invoices received after the last day of the billing month shall be assessed a fee of $60.00. An additional fee of $5.00 will be assessed for each day thereafter.

(b) Invoices received 15 calendar days after the last day of the billing month shall be assessed a fee of $10.00 per day.

(c) Invoices returned to the Provider for corrections shall be assessed a fee of $60.00 for the first occurrence

(d) Invoices returned to the Provider for corrections shall be resubmitted to SBBC within five (5) business days; otherwise, the Provider shall be assessed a fee of $10.00 per day beyond the 5th day.

(e) Invoices returned to the Provider for corrections more than one time shall also be assessed a fee of 1% of the total invoice amount.

For each monthly invoice, the Provider shall submit:

(a) A SBBC approved Invoice Cover Form **(Exhibit 10)**

(b) An invoice generated by SBBC's SES database.

(c) The original Monthly Attendance and Payment Record provided by the SBBC to the Title I office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, school, name of the Provider and telephone number, location of tutoring services, tutor/instructor's name, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign the Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The attendance records must be alphabetized according ~~by~~ to the name of the students on the invoice.

(d) A SBBC approved Daily Sign-In Sheet must be included for each student for whom the Provider is seeking payment for services rendered. The Daily Sign-In Sheet must include the company's name, the student's first and last name, location of services, name of tutor, month of service, days of service, subjects tutored and session times. The student must sign-in each day of tutoring and include the date. The student's name must be in his or her own handwriting. Free tutoring sessions shall not be indicated on the Daily Sign-In Sheet. For online services only, a detailed time log is required in lieu of the Daily Sign-In sheet.

(e) A progress report generated from SBBC's database for each student listed on the invoice.

(f) All documents or forms used to report attendance, student progress, and invoices shall remain free of white out and overwriting. Documents must be original and free from excessive strikethroughs and/or alterations of any type. Failure to provide the information as stated above will result in nonpayment of monthly invoices until all documents and/or reports adhere to the language above.

(g) The Provider shall not invoice the district for pre- and post- testing, and SBBC shall not fund pre- or post testing.

(h) The Provider shall limit tutoring to six (6) hours per week and shall not conduct tutoring beyond 8:00 p.m. Tutoring that extends beyond these limits will not be paid by SBBC.

(i) The Provider shall not provide tutoring beyond the contracted allotment and no "free hours" of tutoring will be allowed. No additional hours are permitted to be offered to students in excess of the hours written on the student's SLP. SBBC funds will be used exclusively to provide tutoring for students. Additional hours offered to parents without cost constitutes an incentive, which is prohibited by Section 1008.331, Florida Statues.

(j) Only documentation recorded on forms provided by SBBC will be paid by SBBC.

(k) The Provider will not have access to SBBC's resources (copying, office space, computer and equipment) to complete requirements related to providing SES services to students or invoicing.

2.39 Pre- and Post-Tests. All students must be administered the state approved pre-test as outlined in the Provider's state-approved application, prior to the first day of tutoring and the state approved post-test after the last session of tutoring.

(a) The Provider shall submit a summary of all pre- and post-test results. The summary must be correlated to the NGSSS as it relates to the goals and benchmarks stated in the SLP.

(b) A pre-test summary for each student must be submitted with the first invoice and a post-test summary with the invoice after the student completes the SES tutorial program. The post test summary shall also include the pre test scores.

(c) Failure to provide a pre- and post-test summary for each student will result in a fee assessment. A fee of $5.00 will be assessed for each missing or inaccurate pre- and/or post-test summary. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each pre- and/or posttest summary that is not corrected and returned within 5 days to the Title I SES office.

(d) The Provider shall only invoice for the actual time spent tutoring the student. The Provider shall not invoice the district for pre and post-testing, and SBBC shall not fund pre- or post-testing. The invoice will remain unpaid until all pre- and/or post-test summaries adhere to the language above.

2.40 Progress Report. The Provider shall provide a Progress Report **(Exhibit 11)** for each student to whom the Provider services under this Agreement. The Provider shall, on a monthly basis, send SBBC, student's school and parent(s) a written report describing the student's progress, including interim, pre and post assessment results. The Progress Report shall be legible, comprehensive and in a uniform format. The Provider shall be responsible for providing translation services whenever practicable, in the event that a parent requires translation of the student's Progress Report. The Provider shall maintain written proof of such translations.

The Progress Report must be based on the goals written in the SLP and identify specific academic progress made toward those goals. The Provider shall complete and maintain the online Progress Report in the SES database. The Progress Report must include the following information as reflected in the FLDOE requirements:

(a) Appropriate spelling & grammar usage

(b) Quantitative data and/or scores based on an assessment which reflect change in the student's performance level related to the goals set for the student

(c) Statements of relevant academic achievements related to the selected goals and objectives

(d) Appropriate and detailed parent friendly report of progress.

(e) Failure to provide the information as stated above will result in a fee assessment for each progress report that is void of the information listed. A fee of $5.00 will be assessed for each progress report declined by the SBBC. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each progress report that is not corrected and returned within 5 days to SBBC's SES office. Invoices will remain unpaid until all progress reports adhere to the language above.

2.41 Prohibition of Defaming. The Provider shall not defame or discredit the SBBC in any way. Failure to abide will result in termination of this Agreement.

2.42 Prohibition of Lobbying. The Provider shall not lobby or market on SBBC's property without permission from school administrators or the Title I office. Failure to comply will result in termination of this Agreement.

2.43 Record of Attendance. The Provider shall maintain a Daily Student Sign-In sheet and a Monthly Attendance and Payment record and a portfolio of student services.

(a) The Daily Student Sign-In **(Exhibit 12)** must include the month, name of company, student's first and last name, student identification number, location of tutorial services, first and last name of tutor, subject(s), session time(s), date of each session and the student's original signature.

(b) The daily attendance as indicated on the Daily Sign-In sheet shall be entered and maintained in SBBC's SES database and must be entered each day as services are rendered.

(c) The Monthly Attendance and Payment Record **(Exhibit 13a)** for each student tutored at a school must be maintained and submitted to the on-site SES facilitator the first of each month for the preceding month.

(d) The Monthly Attendance and Payment Record **(Exhibit 13b)** for each student tutored off school campus must be reviewed with the parent and must also contain the parent's original signature.

(e) The Provider shall submit the original Monthly Attendance and Payment Records provided by SBBC to the Title I Office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, name of school, name of the Provider and telephone number, location of tutoring services, first and last name of tutor, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The Provider is paid only for sessions students attend. The Provider shall permit access to and/or a copy of such records to SBBC upon request.

(f) Failure to provide the Monthly Attendance and Payment Record as stated above will result in a fee assessment for each Monthly Attendance and Payment Record that is void of the information listed. A fee of $10.00 per Monthly Attendance and Payment Record will be assessed for each returned Monthly Attendance and Payment Record. The Provider shall be assessed a fee of $15.00 per day beyond the 5th day for each Monthly Attendance and Payment Record that is not returned within 5 days to the parents, school and district SES office. Invoices will remain unpaid until all Monthly Attendance and Payment Record adhere to the language above.

2.44 Reimbursement for Fraud. The Provider will reimburse to SBBC, or SBBC may withhold from the Provider, the amount of any fees or penalties that are paid by SBBC to the state or federal government because of a finding in an investigation or audit by a state or federal auditor that the Provider has committed fraud.

2.45 SBBC Employee Disclosure. All SBBC employees hired by the Provider must complete the SES Provider and SBBC Employee Disclosure form **(Exhibit 14).** Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance to SBBC Rules and any governing labor contracts. The Provider agrees to submit all original signed SES Provider and SBBC Employee Disclosure forms to the Title I Office. Failure to disclose all SBBC employees will result in a termination of this contract.

2.46 SES Database. The Provider agrees to utilize SBBC's online SES database to develop the SLP, Monthly Attendance and Payment Record, progress report information and invoice. The Provider agrees to update SBBC's SES database daily as services are rendered.

2.47 Statement of Goals and Objectives. The Provider shall develop, in consultation with parents, a statement of specific goals and objectives for each eligible student whose parent elects to receive SES.

(a) The goals set forth in the SLP must address specific deficiencies of the student. All goals must be related to the NGSSS and be consistent with the students' Individual Education Plan and/or the student's 504 plan, if applicable.

(b) The Provider shall submit three (3) or more objectives on each student's SLP. Each objective must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve.

(c) The Provider must frequently monitor students' progress and make parents aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, and start and end dates. Each parent/guardian and SBBC shall approve the statement of goals for the student. The Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian. This Agreement may be terminated if the Provider is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

2.48 Student Records and Security of Records. All student records shall be kept in a secure location, preventing access by unauthorized individuals. The Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. The Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. The Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC.

The Provider shall turn over to SBBC all student records for eligible students to whom the Provider has rendered SES services if SBBC terminates this Agreement.

2.49 Subcontract and Assignment. The Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with the Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

2.50 Supplies, Equipment and Facilities.

(a) The Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her SLP. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

(b) The Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. The Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

(c) Should the Provider enter into a separate agreement with SBBC for use of SBBC school facilities, such use shall constitute a revocable license and the Provider agrees to immediately vacate the premises upon the written demand of the SBBC, Principal or Principal Designee. The Provider shall not assign more than two (2) tutors per classroom leased for tutoring, including non-district premises.

2.51 Timeline for Services.

(a) It is the intention of SBBC to release the list of eligible students to the Provider at the earliest possible date, but no later than September 25, 2012. Upon receiving the eligible student list, the Provider will consider the number of students listed and agree to notify SBBC five (5) calendar days if it wants to serve the students. If the Provider fails to notify SBBC within the five (5) day period, this Agreement will be void, and the district will remove all names assigned to the Provider.

(b) The Provider must complete the SLP agreement process and commence service with 80 percent of students on its list within 20 calendar days or by October 15, whichever date comes first. If the Provider fails to serve at least 80 percent of its students in the manner described herein, SBBC will reassign un-served students to an alternate Provider.

(c) Once the SBBC has assigned the minimum number of students per school, the Provider shall serve the students from that school, irrespective of the school's location. The Provider's failure to serve students at a location designated by the Provider shall void this Agreement with SBBC.

(d) The Provider agrees to make at least three (3) attempts to contact the parent of an assigned student. The Provider shall document such attempts in writing before the Provider indicates the student cannot be served and requests that the student be removed from their list of assigned students. Such documentation must be submitted to the Title I office.

2.52 Transportation.

(a) Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

(b) Schools must be given written notice regarding transportation agreements between parent and the Provider prior to the first day of tutoring. The written notice must include student's name, grade, school, transportation days, time, name of parent giving permission and any other pertinent or applicable information.

2.53 Tutor Training.

(a) The Provider shall maintain a Staff Training Staff Acknowledgement Form **(Exhibit 15)** for all hired tutors.

(b) The Provider shall train all tutors on the administration of the Provider's SES program and the SBBC's SES procedures as provided at the Annual Provider Meeting and Technical Assistance Meetings.

(c) The Provider must sign the tutor-training log verifying all tutors have been trained in the procedures, have signed SBBC Code of Ethics and have received the appropriate tutoring materials necessary to implement the Provider's SES program as documented on the Provider's state approved SES application.

(d) The initial tutor-training log must be submitted to SBBC no later than September 25, 2012, with additional submissions as training sessions are provided.

(e) The tutor-training log will be used by SBBC to verify that the trained tutors have been cleared through a Level II Background Check.

(f) The Provider shall submit copies of the agendas and training manuals/materials to SBBC.

(g) The training log must include all items listed on the Provider Trainer Assurance Form **(Exhibit 16).**

2.54 Tutoring Limits. The Provider shall limit tutoring to two (2) hours per day, maximum six (6) hours per week. Instruction shall only be provided beyond the regular school day. The Provider agrees to not start tutoring after 7:00 p.m.

2.55 Tutoring Services. The Provider must deliver services in compliance with the Provider's state approved application.

(a) The Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students.

(b) The Provider will ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

(c) The Provider shall provide SBBC with a list of their State approved curriculum, supplemental materials and assessments to be used by the tutors prior to the start of tutoring.

(d) The Provider will use highly qualified instructors to provide instruction as required in the Provider's SES application approved by the Florida Department of Education.

2.56 **Inspection of Provider's Records by SBBC.** Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Provider Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Provider or any of Provider's payees pursuant to this Agreement. Provider's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Provider's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Provider's Records Defined. For the purposes of this Agreement, the term "Provider's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Provider pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Provider reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute

grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Provider. If the audit discloses billings or charges to which Provider is not contractually entitled, Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Provider pursuant to this Agreement and such excluded costs shall become the liability of Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.57 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Title I Office Name of District Representative 701 N. W. 31st Avenue Address Ft. Lauderdale, Florida 33311 Address
To the Provider:	Stanley's Academy of Excellence, LLC Name of Other Party 3261 N.W. 65th Street Address Fort Lauderdale, FL. 33309 Address

With a Copy to:

Name to be provided by Other Party

Address

Address

2.58 Indemnification. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Provider: Provider agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Provider, its agents, servants or employees; the equipment of Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Provider, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party

by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is

exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 Student Records. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

This portion intentionally left blank.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Ann Murray, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROVIDER

(Corporate Seal)

Stanley's Academy of Excellence, LLC
Insert Full Legal Name of the Corporation, Agency or Other Legal Entity

ATTEST:

By Althea Stanley-Lee

_____, Secretary

-Or-

Ike D Adams / Ike D. Adams
Witness

Marina Martin / MARINA NORTON
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FL

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24th day of August, 2012 by Althea Stanley of
Name of Person

Stanley's Academy of Excellence LLC, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced FLDL as
Type of Identification

identification and did/did not first take an oath.

My Commission Expires: Nov 2, 2013

(SEAL)

JOSE ORTIZ
Notary Public, State of Florida
Commission# DD937852
My comm. expires Nov. 2, 2013

Signature – Notary Public

Jose Ortiz
Printed Name of Notary

DD 937852
Notary's Commission No.

RECEIVED

Exhibit 1

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County Supplemental Educational Services

Student Learning Plan - School Year 2012 -- 2013

Contact Information

Print

Provider

Contact Person Title I SES Title

Mailing Address

Location Address

Phone#

Student **Grade**

Mailing Address

Address 1

Address 2

Phone#

Parents/Guardians

Name Relationship

Name Relationship

School Phone

Cell Phone

1. Student's Individual Goals

[redacted] 1 subject required, 2 maximum. 1st subject 3 objectives required. 2nd subject 2 objectives only.

#	Subject	Strand	Goal (Standard)	Objective 1	Objective 2	Objective 3
Edit New Delete						

Exhibit 1

2. Performance Measures For Meeting Goals

Provider will measure the student's progress in meeting the goals as follows

[Insert description - for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the goals fit with the student's IEP.]

3. Timeline for Improving Achievement

District, provider, and parent have set the following timeline for improving the student's achievement

Sessions per Week

Session Duration

Start Date

End Date

Instruction Type

Days of Week: M T W Th Fr Sa Su

Current School Year: 2012

Total # of Sessions

Start/End Time

Total Hours

Session Location: Select One

Address

City

State: FL

Zip

4. Description of Services

Provider will give the student the following educational supplemental services

[Insert general description of program & procedures, also include method of delivery for example; tutoring, small classes, etc.]

5. Communication with Parents and District

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting methods - for example; written report on monthly basis.]

6. Confidentiality

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s)

Exhibit 1

7. Signatures

We hereby certify that we have read and understand this Supplemental Educational Services Statement of Goals.

Provider

Signature	Date
Printed Name	
Title	

Parent/Guardian

Signature	Date
Printed Name	Relationship

Parent/Guardian

Signature	Date
Printed Name	Relationship

SES Facilitator

Signature	Date
Printed Name	

Other

Signature	Date
Printed Name	
Title	

Save

Exhibit 2

Teacher: < name of teacher >

The School Board of Broward County, Florida
Title I, Migrant and School Improvement
701 N. W. 31st Avenue
Ft. Lauderdale, FL 33311

Date: **May 1, 2013**

To: **Parent of Students in SES Programs**
From: **Broward County Title I Supplemental Educational Services**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May 10, 2013.** For questions regarding the survey, please call 754-321-1400.

Student name: «FirstName» «LastName» Grade level: «GrdLvl»

School: «SchoolName»

Provider name: «ProviderName»

Check location of services: School_____ Home_____ Provider Facility_____ Public Facility_____

Subject(s) tutored by provider: «Subject» «Subject»

On a scale of 1 to 3, **whereas 1 is "Unsatisfactory," 2 is "Satisfactory" and 3 is "Outstanding"**, please **circle the number** that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section.

Questions	Circle one: Unsatisfactory	Satisfactory	Outstanding	Don't know
1. Did the provider give you and your child regular feedback on his or her learning? Comments:_____	1	2	3	☐
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments:_____	1	2	3	☐
3. Were you satisfied with the provider's instructors? Comments:_____	1	2	3	☐
4. As a whole, were you satisfied with the quality of the services your child received? Comments:_____	1	2	3	☐
Parents of students with disabilities *only*. This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS): 5. Were the services given to your child consistent with your child's IEP or IS?	1	2	3 Comments:_____	☐
Parents of English-Language learners *only*. This question is only for parents of English-language learners: 6. Were the services given to your child appropriate for an English language learner?	1	2	3 Comments:_____	☐
Parents of English-Language learners *only*. This question is only for parents of English-language learners: 7. Did the provider give notices, letters, and other information in your language?	1	2	3 Comments:_____	☐

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

SES Provider: _____ Date of Observation: _____

School Site/Tutoring Location: _____ Begin Time: _____ End Time: _____

SES District Representative (Observer): _____

SES Tutoring Services

SES Facilitator's Name: _____ On site? Yes ❑ No ❑

Provider's Lead Teacher's Name: _____ On site? Yes ❑ No ❑

Name of Tutor(s)	Number of Students	Grade Level(s)	Subject Area	SLP Goals Targeted	Tutoring Location

PROGRAM MANAGEMENT/COMPLIANCE	Comments
1. Tutor/Provider staff is wearing appropriate vendor badge. Yes ❑ No ❑ NA ❑	
2. Provider's staff is on site before delivery of services and Yes ❑ No ❑ NA ❑	
assumes responsibility of students before tutoring session.	
3. Arrival, Dismissal and Emergency procedures are in place. Yes ❑ No ❑ NA ❑	
4. Snacks are provided outside of contracted tutoring time. Yes ❑ No ❑ NA ❑	
5. Procedures are in place for delivery of services if tutor is Yes ❑ No ❑ NA ❑	
late or absent.	

DELIVERY OF INSTRUCTION	Comments
Tutoring sessions begin and end as indicated on the SLP. Yes ❑ No ❑ NA ❑	
Students are supervised during SES instructional time. Yes ❑ No ❑ NA ❑	
Tutor is prepared with materials and begins on time. Yes ❑ No ❑ NA ❑	
Instructional materials are available for all students. Yes ❑ No ❑ NA ❑	

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

Instructional materials are individualized to students' academic needs.	Yes ❑	No ❑	_____
Tutor interacts with students, provides feedback, and manages student behavior.	Yes ❑	No ❑	_____
Tutor uses appropriate instructional strategies which are appropriate to the students' needs.	Yes ❑	No ❑	_____
Students are engaged and are able to ask questions.	Yes ❑	No ❑	_____
Make-up sessions are available for students who miss sessions.	Yes ❑	No ❑	_____

Student Records			**Comments**
Emergency Contact cards and release information is available.	Yes ❑	No ❑	_____
The emergency plan is available.	Yes ❑	No ❑	_____
Student Learning Plans are available.	Yes ❑	No ❑	_____
Broward County student daily sign-in sheets are evident and in use by students.	Yes ❑	No ❑	_____

Comments and Interviews

_____

_____

_____

_____

Follow-up monitoring visit recommended	Yes ❑	No ❑	
Monitoring visit discussed with Provider	Yes ❑	No ❑	Date: _____

_____ _____

Observer's Signature Date

Exhibit 4

School Board of Broward County (SBBC)
Supplemental Educational Services

Student Learning Plan (SLP)
Evidence of Attempts to Consult with Parent Form
2012-2013

Student Name: _____ ID Number: _____

School: _____ Grade: _____

Name of Provider (Print): _____

As a Provider you are required to make reasonable efforts to contact the parents of the above-named student regarding SLP consultation (three different attempts shall be considered reasonable). However, if after three attempts, you are unable to contact his/her parents unable to conduct a face-to-face meeting, or have consulted with the parent but have been unable to secure their signature; you may develop the SLP and submit this page to the Title I office for a "pending approval" status by indicating below the type of attempts and the dates when they occurred. The parent's signature must be secured on the SLP prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent and a "final approval" awarded.

FIRST ATTEMPT (Insert a √ in the appropriate column)					SECOND ATTEMPT (Insert a √ in the appropriate column)					THIRD ATTEMPT (Insert a √ in the appropriate column)				
Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe

I, as an authorized representative of _____(company's name), certify that the above information is true and accurate to the best of my knowledge and the parent(s) of the above-named student will be provided with a copy of the approved SLP and the Provider's contact information if the parents wish to discuss the plan.

Provider Representative Name: _____ Date: _____
(Print)

Provider Representative Signature: _____

Exhibit 5

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Waiver Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will ***be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".***

SES Provider Name: _____ SES Provider Code: _____

Representative: _____ Signature: _____

Print Name and Title

ONLY SBBC EMPLOYEES	PRINT ALL INFORMATION		
LAST NAME	FIRST NAME	Badge Expiration Date	Name of School or Work Location
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			

Exhibit 6

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will ***be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".***

SES Provider Name: _____ SES Provider Code: _____

Representative: _____ Signature: _____

Print Name and Title

ONLY NON-SBBC EMPLOYEES	PRINT ALL INFORMATION			
LAST NAME	FIRST NAME	Badge Expiration Date	Date of Birth (MM/DD/YYYY)	Social Security #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				

Exhibit 7

Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County 2012-13

Please be reminded that STATE APPROVED SES PROVIDERS and their staff serving Broward County Schools must adhere to the following Code of Professional Conduct and Ethics regarding Supplemental Educational Services (SES):

* SES Providers shall not compensate district employees personally in exchange for providing access to facilities, providing student lists, assisting with marketing or student recruitment to promote enrollment in a provider's program.

* SES Providers shall not request from district employees a list of students eligible to receive services, as this information would identify a student as eligible for Free and Reduced Lunch, which is in violation of the Family Educational Rights and Privacy Act (FERPA).

* SES Providers shall not employ district employees in the capacity of principal, assistant principal, district administrator, or SES Coordinator.

* SES Providers shall not pay school based SES facilitators to be facilitators for the provider.

* SES Providers shall not hire school personnel for any purpose other than instruction-related services (Tutor) or company/provider program coordinator (Provider Lead Tutor).

* SES Providers shall not offer parent or student any form of incentive for signing-up to receive services. Simple door prizes of a nominal value (approximately $5.00 per prize) and refreshments can be offered to potential students and their families, while attending school/district based informational sessions.

* SES Providers shall not overwhelm principals and school staff with e-mails or personal visits to discuss leases, student sign-up, hiring teachers and presentation of curriculum. Providers are encouraged to follow the district's process of contacting schools for information.

* SES Providers shall not distribute or make arrangements with school administrators, teachers or school support staff to send home, via backpack or mail, the Broward School's SES Enrollment Forms that has a provider's name pre-printed or handwritten as part of the form or flyers endorsing a specific SES program.

* SES Providers shall not use school staff to market or promote their program to parents or students.

* SES Providers shall not modify any SES enrollment form completed by a parent.

* SES Providers shall not pre-print, photo copy, modify or distribute the enrollment form with the provider's name.

* SES Providers shall not mislead parents regarding the enrollment process.

* SES Providers shall not contact parents on behalf of the district to inform them about SES services

* SES Providers shall not submit enrollment forms to the district office. All enrollment forms must be returned to the school. School staff will submit forms to the Title I Office.

* SES Providers shall not mislead parents regarding the number of hours of service available based on the per pupil allocation and the published rate per hour.

* SES Providers shall not post signs, pass out flyers or implement any other marketing strategies on school or district property, as this creates a disruption, which prevents the school from operating in a safe and orderly manner.

* SES Providers shall not create or pass out flyers/signs that has school or district information that is inaccurate or suggests that the District is promoting an SES Provider's company.

* SES Providers shall not misquote or misrepresent District or school staff.

* SES Providers shall not encourage students/parents to switch Providers once enrolled. A student is considered enrolled once the District has issued the formal student / Provider list.

* SES Providers shall not implement a rewards program for attendance and/or achievement that is not part of the provider's state-approved program (rewards for student's performance up to $50.00 can be offered per student per year).

* SES Providers shall not interact with each other in an unprofessional manner in the presence of students, parents, school personnel, and district personnel during district and school sponsored activities.

ACKNOWLEDGEMENT OF RECEIPT OF THIS CODE OF PROFESSIONAL CONDUCT AND ETHICS FOR STATE APPROVED SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

Signing this form, acknowledges that I (representative of this company) have read the Code of Professional Conduct and Ethics regarding SES and agree to comply with these requirements. This company will also ensure that all employees and contracted entities are informed about their obligations in meeting the above Code of Professional Conduct and Ethics.

Signature of SES Provider's Representative	Print name of representative
Company Name of SES Providers (print)	Date

Form is due prior to October 15, 2011.
Originals only. Will not accept faxed or e-mailed copies.
Blue ink preferred for signature.

Exhibit 8

Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers 2012-13

1. Employees shall not campaign, recruit, solicit for, or otherwise work for the purpose of gaining students for the provider during hours of employment by the district. This includes talking to parents about a specific provider and the provider's program.

2. District employee shall not represent an SES provider during parent/student night, school functions at which the employee is required to attend by the district, or other school activities.

3. Employees shall not have access to student lists, phone numbers, free/reduced lunch lists, or other student information at any time to be used for the purpose of recruiting students for an SES provider. This is a violation of the Family Educational Rights and Privacy Act (FERPA).

4. Employees shall not use district materials and supplies, such as paper, pencils, books, computers, application software, printers, crayons, etc. for the purpose of administering the SES program, without prior written permission.

5. Employees of SES providers shall not have access to copiers, phones, or other equipment owned, leased or operated by the Broward County School District, even if the tutor is a Broward County School District employee.

6. District employees are not necessarily able to tutor in the classroom they are assigned to during the regular school day. Providers can request space at the school. Principals (with input from Area Offices) make the decision as to whether there is space available. Principal determines where the provider will be placed in the school.

7. SES providers are required to supply their tutors with all materials needed to implement and deploy the program described in the provider's request for application to the State of Florida.

8. Distribution of materials by providers to school staff requires the permission of the Principal of the school. Distribution of these materials can only take place before or after regular school hours.

9. Teacher or other employees shall not tutor any student who is assigned to that teacher during the regular school day, unless specific permission has been given by the district's SES office.

Signing this form, acknowledges that I have read the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers and agree to comply with these requirements.

Signature of SES Employee	Print name of Employee
Name of SES Company (print)	Date

SES Provider is responsible for retuning this form to the Title I Office within one week of employing a Broward School District employee. Failure to comply will result in termination of Provider's contract with SBBC.

Exhibit 9

School Board of Broward County, Florida
Personnel Hiring Guidelines for SES Providers

Criminal Records including Guilty Pleas (Regardless of Adjudication), No Contest Pleas, Pre-trial Intervention/Diversion

This is not intended to be a complete list of all disqualifying criminal offenses.

I. Will Not Hire

- Extreme Violence (Aggravated assault/aggravated battery, murder, attempted murder)
- Sexual Offense (Lewd and Lascivious – Sexual Battery, Rape, Sex with a minor)
- Kidnapping
- False Imprisonment
- Child Abuse
- Pornography
- Extortion
- Manslaughter (Including Vehicular Homicide/Involuntary)
- Indecent Exposure if sexual in nature
- Currently on probation or has a case pending that is a DUI or criminal in nature

II. Will Not Hire – if offense less than 10 years old. Will consider and carefully review if older than 10 years

- Felony drug use
- Grand theft/robbery
- Burglary
- Felony Battery/assault
- Felony possession of a concealed weapon
- Welfare/Unemployment Fraud
- Forgery
- Arson
- Prostitution or Solicitation of Prostitution
- Grand larceny
- Other felonies not mentioned in Section 1

III. Will Not Hire – If offense is less than 5 years old. Will consider and carefully review if older than 5 years

- Multiple DUI's
- Misdemeanor drug and/or paraphernalia
- Possession of concealed weapon – misdemeanor
- Battery/Assault
- Resisting arrest with violence
- Domestic Violence

IV. Judgment – case by case review

- DUI – one incident only
- Sale of alcohol to minor
- Worthless checks
- Disorderly conduct
- Multiple criminal offenses
- Petty theft (theft to deprive/retail theft/shoplifting
- Trespassing/Loitering
- Arrest without violence
- Larceny
- Other criminal offenses

Exhibit 10

School Board of Broward County
2012 – 2013 Supplemental Educational Services
Invoice Cover Form

Directions: **Information on this form must be typed and signed in blue ink by the authorized representative of the SES Provider Company.**

Company Name: _____

To: Title I Office
701 NW 31st Avenue
Fort Lauderdale, FL 33311

Attn: Title I/SES Bookkeeper

Contact Person for invoice _____

Provider Phone #: ( ) _____

Provider Fax #: ( ) _____

Invoice Number: _____

Date: _____

Service Period (Month/Year)	**Services Rendered**	**Title I use only**
	Invoice Amount: $_____	Total Amount to be Paid $ _____
	Adjustments Hours of services will be removed and the invoice adjusted if the tutor(s) listed on the Monthly Attendance and Payment Record was/were not cleared prior to providing services, students did not sign the daily sign in sheet or the information is on the sign in sheet is missing or wrong, and/ or white out was used on any forms used for invoicing purposes. In addition, per the 2012 -2013 Agreement for Supplemental Educational Services (SES) Providers, the fees outlined below will be deducted from the invoice amount, if applicable. **SBBC reserves the right to withhold payment if a review reveals that the Provider has submitted overcharges.**	Original Invoice Amount: $ _____ Less Adjustments: $ _____ Total Amount: $ _____

Title I Use Only
If applicable, per the 2012- 2013 Agreement for SES Providers, the following fees will be assessed.

Adjustment(s)	**Fee(s)**	
Invoice submitted after the last day of the billing month	$ 60.00	
Invoice received 15 calendar days after the last day of the billing month	$ 10.00 per day	(10 X _____ day(s) = $_____ Total)
Invoice resubmitted due to errors (1st time)	$ 60.00	
Invoice resubmitted after the 5th business day of notification	$ 10.00 per day	(10 X _____ day(s) = $_____ Total)
Invoice resubmitted more than once	1% of the total invoice amount	(2% X _____ Total invoice = $_____ Total)
Incorrect/Missing attendance records, student sign-in sheets/ progress reports/test summary sheets	$ 5.00 per item	(5 X _____ per student = $ _____ Total)
Other fees:		

Please remit payment to:

Company Name: _____

Address: _____

City/State/Zip Code: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit 11

Broward County Schools Supplemental Educational Services
Progress Report 2012 – 2013

First	Last	Grade	Number	School	Provider

Year	Test Name	Subtest	Scale

Test Name	Subject	Instr. Level	Pre Score	Post Score	Net Score

Date	Subject	State	Measurement	Number	Provider

Subject	Type	Strand	Goal	Objective	Targeted Area	Mastered
						☐
						☐
						☐

Exhibit 12

The School Board of Broward County, FL
Supplemental Educational Services

Daily Student Sign-In
2012-13

Month: _____

Company's Name: _____

Student's Name: _____ ID#_____

Location of Tutorial Services: _____

Name of **Tutor**: _____

Subject (1) **(circle only 1): Reading Math Science** **Session Time:** _____to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

Subject (2) **(circle only 1): Reading Math Science** **Session Time:** _____to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

	Student Signature	**Date**	**Subject (R, M, S)**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

***Do not include free tutoring sessions on this attendance sheet.**

Exhibit 13a

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County, FL

Title I, Migrant & Special Programs Department

Monthly Attendance & Payment [...] [Print]

First	Last	Student#	Addr1	Addr2	School	Tel#	Grd

Provider	Tutor Location Street	City	State	Zip

Tutor Name **Begin Date** **End Date**

Indicate Math(M), Reading(R), and/or Science(S) for each day tutoring occurred. A minimum of 60 minutes per subject, round to the nearest 30 minutes. Invoice and attendance must be submitted by the 15th of the following month. One submittal per month.

1 M R S	2 M R S	3 M R S	4 M R S	5 M R S
6 M R S	7 M R S	8 M R S	9 M R S	10 M R S
11 M R S	12 M R S	13 M R S	14 M R S	15 M R S
16 M R S	17 M R S	18 M R S	19 M R S	20 M R S
21 M R S	22 M R S	23 M R S	24 M R S	25 M R S
26 M R S	27 M R S	28 M R S	29 M R S	30 M R S
31 M R S				

Calculate Attendance | Save | Delete Month

Minutes Remaining

Last Session Date

0.0000 Hours X $0.00 Rate = $0.00

Maximum Allowed Amount Used Balance

Use Minutes Remaining

I certify, under penalty of perjury, that the above information is true and correct

Print name of parent or SES facilitator _____ Date _____

Signature of parent or SES facilitator _____

Signature of SES provider _____ Print NOT SAVED

Exhibit 13b

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
2012 - 2013 SES Monthly Attendance & Payment Record

Student's name: _____ **Date**_____

Student Number: _____ **School:** _____

Student's address: _____

Tutoring Location other than school:_____

SES Provider: _____ **Tel. #** _____

Beginning Date:_____ **Ending Date:**_____

Instructor's name: _____

1. Indicate (M)-Math, (R)-Reading, (S) Science **2. Enter length of each session** **3. Tutor must initial each attendance date**

Submit one record per month.

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	**Month:**_____			

Tutor Schedule: **M T W T F S Sun** **(CIRCLE Tutoring Days)**

Total Attendance: _____**Hours** _____**Minutes**

I certify, under penalty of perjury, that the above information is true and correct.

Print name of parent: _____ Date_____

Signature of Parent: _____

Signature of SES Provider:_____

8/8/2012 – Title I Office

Only for in-home, provider or community facility tutorial sessions

Exhibit 14

2012 – 2013 SES Provider and School Board of Broward County (SBBC) Employee Disclosure

SBBC Policy 4202 – TUTORING states: BY MAINTAINING A HIGH QUALITY INSTRUCTIONAL STAFF AND PROVIDING A RICH, VARIED CURRICULUM, THE NEED FOR INDIVIDUAL TUTORING SHOULD BE MINIMIZED. EVERY EFFORT SHOULD BE MADE BY THE PRINCIPAL AND TEACHER(S) TO HELP THE STUDENT WITH EDUCATIONAL PROBLEMS BEFORE RECOMMENDING THAT PARENT(S) ENGAGE A TUTOR. IN ORDER TO COVER EXCEPTIONAL CASES WHERE IT MIGHT BECOME NECESSARY TO RECOMMEND INDIVIDUAL TUTORING, RULES AND REGULATIONS SHALL BE ESTABLISHED BY THE SUPERINTENDENT TO PROTECT BOTH THE SCHOOL BOARD OF BROWARD COUNTY AND TEACHER(S) FROM CHARGES OF CONFLICT OF INTEREST. THESE RULES AND REGULATIONS SHALL BE IN ACCORDANCE WITH ACCREDITATION STANDARDS FOR FLORIDA SCHOOLS, FLORIDA STATE BOARD OF EDUCATION ADMINISTRATIVE RULES AND/OR FLORIDA STATUTES.

RULES

1. A teacher may not receive compensation for tutoring any student while that student is assigned to one of his/her classes.

2. A music instructor may give private lessons to his/her own student(s) when other qualified tutors on the school's staff are not available in that subject area.

3. Broward teachers who receive compensation for tutoring shall not use public school facilities for such purpose. Private instruction by music instructors shall be an exception to this rule. Said instructors who tutor students in music in a SBBC facility must complete and have on file with his/her principal a rental lease agreement pursuant to the provisions of the Board Policy 1341 and a weekly schedule of lessons. The music instructor's fee for tutoring shall be established by the Superintendent in a schedule that shall be reviewed annually.

4. Individual tutoring for compensation by SBBC teachers shall not take place during the school day.

5. Work completed under private instruction shall not be accepted for credit unless strictly in accordance with Accreditation Standards for Florida Schools, Florida State Board of Education Administrative Rules and/or Florida Statutes. Parents shall be advised that individual tutoring shall not provide credit. If parent(s) persist in such assumption, the teacher shall not be held responsible.

6. Non-School Board guest clinicians/consultants may be used periodically and shall only be compensated pursuant to the provisions of the Board Policy 6302 - Use of Consultants. Board employees shall not request or receive money from students/parents to pay for said clinicians/consultants. Booster clubs may be requested to fund these activities pursuant to the school's internal account dollars.

7. The Superintendent is authorized to develop procedures to implement this policy.

_____, an approved SES Provider, acknowledges that it has engaged the services of _____, an employee of the SBBC, to provide SES to eligible students on behalf of the Provider in association with the 2012 - 2013 Contractual Agreement for SES Providers entered between the Provider and SBBC. Any activity conducted by the employee on behalf of the Provider shall occur during non-school board hours. SBBC shall not be considered a party to any employment agreement between the Provider and employee; however, the employee must conform to all SBBC Rules governing the conduct of it's SBBC employees at all times. Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance with the SBBC Rules and any governing labor contracts.

Each Provider shall be responsible for obtaining the original signed 2012-2013 SES Provider and SBBC Employee Disclosure Form for each SBBC employee who is also employed by the Provider.

_____	_____	_____
(Print Employee Name)	(Employee Signature)	(Date)

_____	_____	_____
(SES Provider Company)	(Name and Title of Provider Representative)	(Date)

Exhibit 15

School Board of Broward County (SBBC)
Supplemental Educational Services
Provider Staff Training Acknowledgement Form 2012-13

Please print or type the following information:

Name of Provider: _____

Name of Staff: _____, _____
Last First

Job Title: _____

I have been trained in

- ☐ SBBC Procedures and Guidelines for the Implementation of SES Program
- ☐ SBBC Code of Ethics and Conduct
- ☐ Child Abuse Reporting
- ☐ Accident/Incident Reporting
- ☐ Confidentiality of Student Information
- ☐ SBBC Emergency Procedures
- ☐ Student Emergency Contact Information
- ☐ Student Dismissal Procedures
- ☐ Student Sign In/Sign Out Procedures
- ☐ Student Attendance Recording
- ☐ Student Learning Plan (SLP) and Progress Report
- ☐ Pre-and Post-Assessment Procedure and Reporting
- ☐ Provider's SES Program and Curriculum
- ☐ Usage of Supplies and Equipment – I will only use supplies or equipment that belongs to the provider or myself.
- ☐ Instructional Materials and Supplies
- ☐ District Requirements and Procedures for Fingerprinting/Background Screening Clearance
- ☐ All State Mandated Training

Place Copy of SES Staff Identification Badge Here

- ✓ Badge must include:
- ✓ Name
- ✓ Title
- ✓ Photo
- ✓ Name of the Company
- ✓ Current School Year

I acknowledge that I have received training in all areas listed above. Yes No

I meet the educational requirements to work for this company under the capacity of:

Employee Tutor Volunteer Other_____

I have received instructional materials for program implementation (tutors only). Yes No

_____ _____
Staff Signature Date

Staff Phone Number: _____ E-mail: _____

Provider Use Only:

I verify that the staff member named above has been properly trained in all areas checked. I understand that the staff will not begin offering services until approval is received from the SBBC NCLB Parental Choice Options office.

_____ _____ _____
Provider representative Name & Title (print or type) Signature Date

Exhibit 16

The School Board Of Broward County (SBBC)
Supplemental Educational Services (SES)
Provider Training Assurance Form 2012-13

Please print or type the following information:

Name of Provider: _____

As the authorized representative for this Provider, I certify that all the staff has been trained in the following areas:

1. SBBC Procedures and Guidelines for the implementation of SES Program
2. SBBC Code of Ethics and Conduct
3. Child Abuse Reporting
4. Accident/Incident Reporting
5. Confidentiality of Student Information
6. SBBC Emergency Procedures
7. Student Emergency Contact Information
8. Student Dismissal Procedures
9. Student Sign In/Sign Out Procedures
10. Student Attendance Recording
11. Student Learning Plan (SLP) and Progress Report
12. Pre- and Post-Assessment Procedures and Reporting
13. Provider's SES Program and Curriculum
14. Usage of Supplies and Equipment
15. Instructional Materials and Supplies
16. District Requirements and Procedures for Fingerprinting/Background Screening Clearance
17. All State Mandated Training

I also acknowledge that:

- ✓ No SES will be delivered by tutor prior to the tutor receiving background and drug screening clearance from SBBC.
- ✓ Instructional materials for program implementation were provided for all tutors.

I certify that I am an individual authorized to act on behalf of the organization or referenced above in submitting this Assurance as indicated on Exhibit ? and that all the information provided herein is true and accurate to the best of my knowledge. I verify that the attached list contains the name and title of all staff members that have been trained in all areas indicated above. I understand that the staff will not begin offering services until approval is received form SBBC Title I SES office. I further certify that this organization will continue complying with all staff training requirements during the duration of the services stipulated in the contractual agreement with SBBC, and that newly hired staff will be trained within 30 days of employment with this organization.

Provider Representative Name & Title (print or type)	Signature	Date

Print Form

AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER

THIS AGREEMENT is made and entered into as of this 16th day of October, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Sylvan Learning Center
(hereinafter referred to as "Provider"),
whose principal place of business is
2600 Glades Circle Suite 1500. Weston, FL 33327.

WHEREAS, SBBC is authorized by state and federal laws to enter into an agreement with the state-approved Supplemental Educational Services (SES) Providers for the aforementioned purpose; and

WHEREAS, the Provider is willing to provide SES to eligible students as agreed upon in the Student Learning Plan (SLP) **(Exhibit 1),** and eligible students are those students who have been identified by the SBBC and who meet specific requirements under State Statutes, and Title I; and

WHEREAS, the Provider desires to enter into this Agreement with SBBC, for the purposes of providing SES in compliance with applicable laws; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, the Provider has been approved by the State of Florida Department of Education (FLDOE) and has met the qualifications to be certified as an SES Provider; and

WHEREAS, the Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, the Provider is financially sound and otherwise capable of fulfilling its requirements to the SBBC, students and parents during the term of this contract; and

WHEREAS, 1008.331, Florida Statute outlines the following requirements for SES;

(a) Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Student Learning Plan how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);

(b) Requires the Provider to continue to provide SES to eligible students who are receiving such services until the designated end time as indicated in the SLP. SBBC cost shall not exceed the per student allocation based on the final award of funds from the Florida Department of Education and is subject to change.

(c) Requires a description of how the district, the student's parent(s) and teacher(s) will be regularly informed of the student's progress.

(d) Requires a provision for the termination of the Agreement if the Provider is unable to meet the goals and timetables required.

(e) Requires provisions with respect to making payments to the Provider by SBBC.

(f) Prohibits the Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

(g) Requires the SBBC to prioritize to the lowest performing students if there are not enough funds to provide services to all eligible students whose parents request the services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

2.02 Duration. The Provider will provide SES for the 2012 – 2013 school year with such services to be provided to eligible students upon approval by SBBC. The Provider must be able to provide services no later than October 15, 2012, contingent upon their receipt of their SBBC approved student enrollment list at least 20 days prior to the start date. In the event that the Provider's SES Agreement is approved by SBBC less than 20 days prior to October 15, the

Provider shall be afforded no less than 20 days from the date SBBC assigns students to the Provider to begin delivering services. If the Provider fails to start tutoring with at least 80% of students that SBBC assigns to the Provider, SBBC will reassign any students that have not started tutoring within 20 calendar days. Tutorial services must be completed by Sunday, March 31, 2013 unless otherwise agreed upon.

2.03 Evaluation/Follow-up Method. Evaluation of the Provider **(Exhibit 2)** shall be provided by SBBC to parents of students enrolled in SES. The SBBC will provide further evaluation of the Provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.04 Extent. The SES tutoring program shall be offered Sunday through Saturday as indicated on the Provider's state approved application. Length of sessions shall be offered as indicated on the SLP and the Provider's state approved application.

2.05 Location. All tutoring locations and sessions as described under the terms of this Agreement must be located and performed within Broward County, Florida.

2.06 Monitoring of the SES Program. SBBC's SES staff will monitor the Provider at various school locations and off-campus facilities where SES services are rendered. The SES staff will use the Supplemental Educational Services (SES) Monitoring Tool for Providers **(Exhibit 3)** to monitor the SES Provider's tutorial program at various school locations.

2.07 Parent/Guardianship. For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 Program Description. SES provides additional tutoring for the lowest performing students attending an eligible Title I school in grades K-8. Only Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire SBBC teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Parents may only select Providers on the state approved list for SES.

2.09 Reassignment of Students. A student who has been assigned to a Provider for twenty (20) calendar days who does not have an SBBC-approved Student Learning Plan will be reassigned to the parent's next choice of Provider. Further, a student who has an approved Student Learning Plan, but is not being actively tutored within twenty (20) calendar days of the enrollment with said company will be reassigned to the parent's next choice of Provider.

2.10 Request for Application (RFA) Process: The Provider will implement its SES program in accordance with all provisions of the application submitted by the Provider and approved by the FLDOE under the annual RFA process. These provisions include, but are not limited to, hourly rates, student/tutor ratios, staff qualifications and tutoring session duration. The Provider will submit to SBBC a hard copy and an electronic copy of its state-approved SES application.

2.11 Right to Withhold. SBBC may withhold payment to the Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC, the:

(a) Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.

(b) Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its SES program, work, or records.

(c) Provider has failed to submit the invoice to SBBC within 45 days of rendering SES services.

If SBBC gives notice of intent to withhold, the Provider shall have ten (10) working days from the day of receipt of said notice to correct such deficiencies and/or may invoke the dispute resolution provision herein.

2.12 Student Learning Plan (SLP).

(a) The SLP must be developed by the Provider, in consultation with the parent/guardian and SBBC, for each eligible student whose parent/guardian elects to receive SES. The Provider may utilize district assessment scores if scores are available for each eligible student whose parent elects to receive SES from the Provider. If SBBC's data and the Provider's pre-assessment identify different needs, the achievement goals and objectives should be revised in the SLP to reflect the needs identified through the Provider's pre-assessment. An SLP may not be submitted to SBBC for final approval until the Provider has met with the parents to discuss the student's present academic performance and a detailed description of the methods and strategies of tutorial instructions has been shared and reviewed by the parent.

(b) The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation Sunshine State Standards (NGSSS). In case of a student with disabilities, these goals must be consistent with the student's Individualized Education Program (IEP) under the Individuals with Disabilities Education Act (IDEA) or the student's 504 Plan (if applicable). The goals must also target the specific benchmarks as tested on the Florida Comprehensive Assessment Test (FCAT). The Provider shall submit three (3) or more objectives on each student's SLP. The Provider must frequently monitor students' progress and make students aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, start and end dates.

(c) The Provider agrees to complete SBBC's online SLP for each student assigned. The parent, Provider and SBBC must sign the SLP before tutoring services may begin. If a parent's signature cannot be obtained, the Provider agrees to submit the SLP and the Evidence of Attempt to Obtain a Parent Signature **(Exhibit 4)**. The SLP will be given a "pending approval" status prior to the beginning of tutorial services. The parent's signature must be secured on the SLP

prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent with an original parent signature.

(d) The SLP must be submitted to the Title I office at least five (5) business days prior to the start date for approval. The Title I SES staff must approve the SLP before tutorial services may begin. Any students without an approved SLP within twenty (20) days of assignment to a Provider will be removed from the Provider's list and reassigned to the parent's next choice. Changes in any SLP may only be made with the written consent of the parent/guardian in consultation with the Provider and approved by SBBC. The Provider, SBBC or parent/guardian may request a review of a SLP. The SBBC reserves the right to require modifications to the SLP. The Provider shall obtain written authorization from SBBC before terminating any SLP.

(e) Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate SBBC financially, nor shall SBBC incur any obligations or expense in excess of the per pupil allocation as determined by the FLDOE. The allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(f) The student's name and identification number must be printed on each page of the SLP.

(g) The Provider agrees to give a copy of the SLP signed by the parent to the SES facilitator for all assigned students.

2.13 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

RESPONSIBILITY OF THE PROVIDER:

2.14 Access to Records. The Provider shall provide access to its facilities for periodic monitoring of each student's instructional program. SBBC representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview providers, and review students' progress including the behavior intervention plan, if any.

The Provider shall provide access to records or reports, or other matters relating to the Agreement, upon request by the SBBC or appropriate federal agency. During the term of this agreement, and for five years thereafter, the Provider shall maintain detailed records of all services rendered pursuant to this Agreement, including student eligibility information, employee records, progress reports, lesson plans, invoices and all other documentation associated with providing SES to eligible students in the SBBC.

2.15 Accident/Incident Report.

(a) The Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. The Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

(b) The Provider must train all tutoring personnel in appropriate procedures for handing and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

(c) The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.16 Background Screening. The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

(a) All current SBBC employees hired by a SES Provider must secure a vendor badge for that company. The Provider must submit to the Title I Office a clear copy of the current vendor badge and complete the Background Check Waiver Form for SBBC Employees **(Exhibit 5).**

(b) All non-SBBC employees must secure a vendor badge. The Provider must submit to the Title I Office a clear copy of the current vendor badge and also complete the SES Background Check Form for non-SBBC Employees **(Exhibit 6).**

(c) All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep updated background check forms and vendor badges on file with the Title I office throughout the terms of this agreement will result in nonpayment for services rendered and termination of this contract agreement.

2.17 Background Screening for On-line Services.

(a) Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The Provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statues.

(b) If the Provider fails to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Provider agrees to indemnify and hold harmless the SBBC; it's officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.18 Child Abuse Reporting.

(a) The Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. The Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Provider agrees that all staff members will abide by such laws in a timely manner.

(b) The Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under the Provider's supervision.

2.19 Code of Conduct.

(a) The Provider shall abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County **(Exhibit 7)** provided by the SBBC. The Provider and its employees are required to complete and submit the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County prior to the beginning of services.

(b) The Provider shall have all SBBC employees hired complete the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers **(Exhibit 8).**

(c) Administrators cannot be hired or compensated by the SES Provider. The Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers provided by the SBBC must be submitted prior to the start of tutorial services.

(d) Failure to abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County will result in a termination of this contract.

2.20 Compensation.

(a) The cost of tutorial services shall not exceed the per pupil allocation amount of $1147.00. This allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(b) The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on the Provider's approved SES application with the FLDOE. The Provider will receive payment when tutorial services for which payment is requested have been performed satisfactorily in full and verified.

(c) SBBC is not obligated to pay for unsatisfactory services. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

(d) The Provider must provide services for students only provided by SBBC. Payment will not be rendered for students that are not approved by the Title I office.

(e) The Provider shall limit tutoring to two (2) hours per day and a maximum of ~~to~~ six (6) hours per week. Instruction shall be provided beyond the regular school day. Tutoring that extends beyond six (6) hours per week will not be paid by SBBC. The Provider will be paid only for sessions students attend.

(f) The SBBC is not obligated to communicate or render payment to any third person or entity.

2.21 Compliance with Policies and Laws. The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement. The Provider must also ensure that the SES is in compliance with federal/state laws and District

Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

2.22 Confidentiality of Student Records. The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.23 Conflict of Interest. The Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. The Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.24 Contact Parents. The Provider must immediately contact the parent of any student who misses two or more days. The Provider must implement interventions for students who are habitually absent. Additionally, upon a student's completion of his/her SES program a parent shall be contacted by the Provider and informed of the program's completion.

2.25 Control of Students.

(a) The Provider, while providing services, shall be responsible for the control and safety of students from the time the student arrives for services until the student is placed under control of the parent/guardian or other approved caregiver, at the end of service. The Provider must escort all students to the proper caregiver or approved means of transportation at the end of the service. The Provider must check the ID of the person picking up the student to make sure it matches an individual allowed to care for that child.

(b) The Provider is obligated to supervise its students and employees before, during and after the provision of SES. All supervision and care is at the expense of the Provider. This Agreement may be cancelled if the Provider fails to supervise its students and employees.

(c) If the District, Principal or Principal Designee becomes aware of an instance when the Provider has failed to properly supervise its students or employees at the school, SBBC, Principal or Principal Designee will give written notice to the Provider. The Provider will have twenty-four (24) hours to correct the problem. If the Provider fails to correct the problem within twenty-four (24) hours from receipt of the Principal's notice, then the Principal is authorized to cancel the facilities Agreement without further notice.

2.26 Delivery Model. The Provider shall be secular, neutral, and non-ideological in instruction and content. The Provider shall assume responsibility for supervision and care of students during the times that students are in its care and will further ensure that students are supervised before and after SES tutoring sessions have been completed. All supervision and care is at the expense of the Provider.

2.27 Disputes. Disputes between the SBBC and the Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31st Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.28 Facility Access. The Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview the Provider, and review each student's progress. The Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.29 Hired Staff and Tutors. All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep ID files updated and submitted to the Title I office throughout the terms of this Agreement will result in nonpayment for services rendered and termination of this Agreement.

Due to the inability of an international background check to be completed by the Florida Department of Law Enforcement, Federal Bureau of Investigation, or other United States law enforcement agency, no tutors residing outside of the United States will be permitted to tutor in Broward County. The Provider is required to hire a lead teacher at all sites with more than twenty (20) students. The Provider agrees to abide by the SBBC's Personnel Hiring Guidelines for SES Providers **(Exhibit 9).** Failure to abide by the Personnel Hiring Guidelines will result in a termination of this contract.

2.30 Incentives. The Provider must limit student incentives as follows:

(a) Must not exceed a total of fifty dollars ($50.00) per student for all incentives;

(b) Incentives must be earned by achievement or attendance;

(c) The Provider may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign-up. Only students assigned to a Provider may be informed of achievement or attendance incentives;

(d) Per Section 1008.331, Florida Statues, Supplemental Educational Services in Title I schools, a Provider may not provide incentives to entice a student or a student's parent to choose a Provider.

2.31 Inspection and Audit. SBBC, its auditors and representatives, Florida Department of Education and USDE, its auditors and representatives shall have the right to examine and inspect such records at any time. The Provider shall cooperate with all reasonable requests to inspect records.

2.32 Insurance Coverage and Minimum Requirements. The Provider shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum

insurance, the SBBC shall not be deemed or construed to have assessed the risk that may be applicable to the SES provider. The SES provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The SES provider is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

2.33 Insurance - Verification of Coverage. Proof of the required insurance must be furnished by the Provider to SBBC Risk Management Division by Certificate of Insurance within 15 days of notification of award by SBBC. The certificate of insurance must contain a provision for written notification to SBBC in accordance with policy provisions as outlined in the current ISO ACORD 25 (2010/05) form. All certificates and endorsements must be received and approved by SBBC before any work commences to permit Provider time to remedy any deficiencies. All coverages are required to be first dollar without application of deductible, unless otherwise stated. If multiple entities/locations are insured under a single policy each coverage limit must apply separately. Only the named insured on the contract will be accepted on the Certificate of Insurance.

(a) Acceptability of Insurance. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(b) Commercial General Liability - Broad form coverage including all risk associated or arising out of services provided under this contract:

General Aggregate $ 1,000,000
Each Occurrence Limit $ 1,000,000

The School Board of Broward County, Florida, its' members, officers, employees and agents shall be listed as Additional Insured and such coverage shall be no more restrictive than the latest edition of ISO form CG 20 10.

(c) Automobile Liability - Coverage shall not be any less restive than the standard ISO Business Auto Policy CA 00 01. The policy Named Insured *MUST* list the SES Provider Company Name, not an individual's name.

Owned Auto*
Non-owned Auto
Hired Auto
Bodily Injury/Property Damage (Each Accident) $1,000,000

In the event the company does not own any vehicles, we will accept Hired and Non-Owned coverage in the amounts listed above. In addition, we will require a notarized Owned Auto Affidavit signed by the company.

(d) Workers' Compensation – must be provided for all of its employees in compliance with Chapter 440, Florida statutes:

Coverage A (Workers' Compensation) Statutory
Coverage B (Employers Liability) $100,000 each accd/$100,000 disease, each employee/$500,000 disease policy limit

Currently, in the state of Florida, Workers' Compensation coverage is required for all entities with more than three (3) full and/or part-time employees. We require a notarized Workers'

Compensation affidavit signed by a company officer for all companies that do not require this coverage.

(e) Professional Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Annual Policy Aggregate $2,000,000
Max. Deductible $25,000

(f) Sexual Abuse / Molestation Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Max. Deductible $25,000

(g) Certificate of Insurance Information. Prior to the commencement of any work, as evidence of required coverage the Insured must provide a Certificate of Insurance to: SBBC Risk Management Division. (For SES Tutoring Title I participants, fax certificate of insurance to Risk Management at 866-898-4527.)

(h) The Liability policies are to contain the following provisions. In addition the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement number is: _____.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. 30 days written notice will be given to SBBC Risk Management Division prior to any material changes or for cancellation prior to the expiration date OR policy cancellation provisions must be submitted with certificate of insurance.

(i) If multiple entities/locations are insured under a single policy, each coverage limit must apply separately to each entity/ location. The following wording must be included on the Certificate of Insurance: **Coverage limits apply separately to each entity/location per endorsement #** _____. (Only the named insured on the contract will be accepted as the named insured on the Certificate of Insurance.)

2.34 Location of Services.

(a) All tutoring and physical locations for services must be performed and located in Broward County, Florida. The Provider shall notify SBBC of the names and addresses of all schools, centers and other locations where the Provider's services will be offered. The list of Provider's tutoring sites shall be boldly printed on all marketing materials intended for use at SES Provider Fairs. A Provider who participates in SES Provider Fairs, individual school open houses or registration campaigns shall conspicuously post the locations of its tutoring programs.

(b) The Provider may only post school locations where leases have been obtained and officially approved by SBBC.

2.35 Marketing Requirements. All marketing materials must be submitted to and approved by the Title I office.

(a) All materials distributed to parents must include the following statement:

"In order for your child to be eligible for Supplemental Educational Services (SES), your child must attend a Title I school for the 2012 – 2013 school year and have scored a Level 1 or Level 2 on the Florida Comprehensive Assessment Test (FCAT)."

(b) The Provider agrees to print the following notice at the top of materials distributed to parents in all caps, at least 12-point font. DISTRIBUTION DOES NOT IMPLY ENDORSEMENT OR RECOMMENDATION BY BROWARD COUNTY PUBLIC SCHOOLS.

(c) The Providers agrees that all marketing materials including posted materials used to promote SES in Broward County shall be translated into Spanish and Haitian-Creole.

(d) Any marketing materials found by SBBC on its property and/or at any of its sponsored events that do not include the aforementioned disclaimers will be seized and disposed of by personnel of the SBBC.

(e) The Provider may list the eligible SES schools where the Provider will be providing SES.

(f) Failure to comply with all marketing requirements will result in this contract becoming null and void.

2.36 Meetings. The Provider must attend the Annual Orientation Meeting to discuss the Provider obligations for the 2012-2013 school year. The Provider is also obligated to attend regular scheduled technical assistance meetings throughout the year.

2.37 Minimum Per Site.

(a) The Provider agrees to provide services to students from any eligible school where at least 5 parents have selected services from the said Provider and students have been assigned the same.

(b) If the Provider withdraws from offering services to the SBBC students and the minimums per school set by the Provider have been met, the SBBC shall report the Provider to the FLDOE. The Provider shall be immediately removed from providing services for the current school year for SBBC.

2.38 Monthly Invoices. The Provider shall submit monthly invoices to the Title I Office for services rendered. Invoices must be generated from SBBC's SES database and shall be submitted on or before the last day of the following month of services rendered. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than Tuesday, April 30, 2013.

(a) Invoices received after the last day of the billing month shall be assessed a fee of $60.00. An additional fee of $5.00 will be assessed for each day thereafter.

(b) Invoices received 15 calendar days after the last day of the billing month shall be assessed a fee of $10.00 per day.

(c) Invoices returned to the Provider for corrections shall be assessed a fee of $60.00 for the first occurrence

(d) Invoices returned to the Provider for corrections shall be resubmitted to SBBC within five (5) business days; otherwise, the Provider shall be assessed a fee of $10.00 per day beyond the 5th day.

(e) Invoices returned to the Provider for corrections more than one time shall also be assessed a fee of 1% of the total invoice amount.

For each monthly invoice, the Provider shall submit:

(a) A SBBC approved Invoice Cover Form **(Exhibit 10)**

(b) An invoice generated by SBBC's SES database.

(c) The original Monthly Attendance and Payment Record provided by the SBBC to the Title I office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, school, name of the Provider and telephone number, location of tutoring services, tutor/instructor's name, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign the Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The attendance records must be alphabetized according ~~by~~ to the name of the students on the invoice.

(d) A SBBC approved Daily Sign-In Sheet must be included for each student for whom the Provider is seeking payment for services rendered. The Daily Sign-In Sheet must include the company's name, the student's first and last name, location of services, name of tutor, month of service, days of service, subjects tutored and session times. The student must sign-in each day of tutoring and include the date. The student's name must be in his or her own handwriting. Free tutoring sessions shall not be indicated on the Daily Sign-In Sheet. For online services only, a detailed time log is required in lieu of the Daily Sign-In sheet.

(e) A progress report generated from SBBC's database for each student listed on the invoice.

(f) All documents or forms used to report attendance, student progress, and invoices shall remain free of white out and overwriting. Documents must be original and free from excessive strikethroughs and/or alterations of any type. Failure to provide the information as stated above will result in nonpayment of monthly invoices until all documents and/or reports adhere to the language above.

(g) The Provider shall not invoice the district for pre- and post- testing, and SBBC shall not fund pre- or post testing.

(h) The Provider shall limit tutoring to six (6) hours per week and shall not conduct tutoring beyond 8:00 p.m. Tutoring that extends beyond these limits will not be paid by SBBC.

(i) The Provider shall not provide tutoring beyond the contracted allotment and no "free hours" of tutoring will be allowed. No additional hours are permitted to be offered to students in excess of the hours written on the student's SLP. SBBC funds will be used exclusively to provide tutoring for students. Additional hours offered to parents without cost constitutes an incentive, which is prohibited by Section 1008.331, Florida Statues.

(j) Only documentation recorded on forms provided by SBBC will be paid by SBBC.

(k) The Provider will not have access to SBBC's resources (copying, office space, computer and equipment) to complete requirements related to providing SES services to students or invoicing.

2.39 Pre- and Post-Tests. All students must be administered the state approved pre-test as outlined in the Provider's state-approved application, prior to the first day of tutoring and the state approved post-test after the last session of tutoring.

(a) The Provider shall submit a summary of all pre- and post-test results. The summary must be correlated to the NGSSS as it relates to the goals and benchmarks stated in the SLP.

(b) A pre-test summary for each student must be submitted with the first invoice and a post-test summary with the invoice after the student completes the SES tutorial program. The post test summary shall also include the pre test scores.

(c) Failure to provide a pre- and post-test summary for each student will result in a fee assessment. A fee of $5.00 will be assessed for each missing or inaccurate pre- and/or post-test summary. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each pre- and/or posttest summary that is not corrected and returned within 5 days to the Title I SES office.

(d) The Provider shall only invoice for the actual time spent tutoring the student. The Provider shall not invoice the district for pre and post-testing, and SBBC shall not fund pre- or post-testing. The invoice will remain unpaid until all pre- and/or post-test summaries adhere to the language above.

2.40 Progress Report. The Provider shall provide a Progress Report **(Exhibit 11)** for each student to whom the Provider services under this Agreement. The Provider shall, on a monthly basis, send SBBC, student's school and parent(s) a written report describing the student's progress, including interim, pre and post assessment results. The Progress Report shall be legible, comprehensive and in a uniform format. The Provider shall be responsible for providing translation services whenever practicable, in the event that a parent requires translation of the student's Progress Report. The Provider shall maintain written proof of such translations.

The Progress Report must be based on the goals written in the SLP and identify specific academic progress made toward those goals. The Provider shall complete and maintain the online Progress Report in the SES database. The Progress Report must include the following information as reflected in the FLDOE requirements:

(a) Appropriate spelling & grammar usage

(b) Quantitative data and/or scores based on an assessment which reflect change in the student's performance level related to the goals set for the student

(c) Statements of relevant academic achievements related to the selected goals and objectives

(d) Appropriate and detailed parent friendly report of progress.

(e) Failure to provide the information as stated above will result in a fee assessment for each progress report that is void of the information listed. A fee of $5.00 will be assessed for each progress report declined by the SBBC. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each progress report that is not corrected and returned within 5 days to SBBC's SES office. Invoices will remain unpaid until all progress reports adhere to the language above.

2.41 Prohibition of Defaming. The Provider shall not defame or discredit the SBBC in any way. Failure to abide will result in termination of this Agreement.

2.42 Prohibition of Lobbying. The Provider shall not lobby or market on SBBC's property without permission from school administrators or the Title I office. Failure to comply will result in termination of this Agreement.

2.43 Record of Attendance. The Provider shall maintain a Daily Student Sign-In sheet and a Monthly Attendance and Payment record and a portfolio of student services.

(a) The Daily Student Sign-In **(Exhibit 12)** must include the month, name of company, student's first and last name, student identification number, location of tutorial services, first and last name of tutor, subject(s), session time(s), date of each session and the student's original signature.

(b) The daily attendance as indicated on the Daily Sign-In sheet shall be entered and maintained in SBBC's SES database and must be entered each day as services are rendered.

(c) The Monthly Attendance and Payment Record **(Exhibit 13a)** for each student tutored at a school must be maintained and submitted to the on-site SES facilitator the first of each month for the preceding month.

(d) The Monthly Attendance and Payment Record **(Exhibit 13b)** for each student tutored off school campus must be reviewed with the parent and must also contain the parent's original signature.

(e) The Provider shall submit the original Monthly Attendance and Payment Records provided by SBBC to the Title I Office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, name of school, name of the Provider and telephone number, location of tutoring services, first and last name of tutor, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The Provider is paid only for sessions students attend. The Provider shall permit access to and/or a copy of such records to SBBC upon request.

(f) Failure to provide the Monthly Attendance and Payment Record as stated above will result in a fee assessment for each Monthly Attendance and Payment Record that is void of the information listed. A fee of $10.00 per Monthly Attendance and Payment Record will be assessed for each returned Monthly Attendance and Payment Record. The Provider shall be assessed a fee of $15.00 per day beyond the 5th day for each Monthly Attendance and Payment Record that is not returned within 5 days to the parents, school and district SES office. Invoices will remain unpaid until all Monthly Attendance and Payment Record adhere to the language above.

2.44 Reimbursement for Fraud. The Provider will reimburse to SBBC, or SBBC may withhold from the Provider, the amount of any fees or penalties that are paid by SBBC to the state or federal government because of a finding in an investigation or audit by a state or federal auditor that the Provider has committed fraud.

2.45 SBBC Employee Disclosure. All SBBC employees hired by the Provider must complete the SES Provider and SBBC Employee Disclosure form **(Exhibit 14).** Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance to SBBC Rules and any governing labor contracts. The Provider agrees to submit all original signed SES Provider and SBBC Employee Disclosure forms to the Title I Office. Failure to disclose all SBBC employees will result in a termination of this contract.

2.46 SES Database. The Provider agrees to utilize SBBC's online SES database to develop the SLP, Monthly Attendance and Payment Record, progress report information and invoice. The Provider agrees to update SBBC's SES database daily as services are rendered.

2.47 Statement of Goals and Objectives. The Provider shall develop, in consultation with parents, a statement of specific goals and objectives for each eligible student whose parent elects to receive SES.

(a) The goals set forth in the SLP must address specific deficiencies of the student. All goals must be related to the NGSSS and be consistent with the students' Individual Education Plan and/or the student's 504 plan, if applicable.

(b) The Provider shall submit three (3) or more objectives on each student's SLP. Each objective must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve.

(c) The Provider must frequently monitor students' progress and make parents aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, and start and end dates. Each parent/guardian and SBBC shall approve the statement of goals for the student. The Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian. This Agreement may be terminated if the Provider is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

2.48 Student Records and Security of Records. All student records shall be kept in a secure location, preventing access by unauthorized individuals. The Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. The Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. The Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC.

The Provider shall turn over to SBBC all student records for eligible students to whom the Provider has rendered SES services if SBBC terminates this Agreement.

2.49 Subcontract and Assignment. The Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with the Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

2.50 Supplies, Equipment and Facilities.

(a) The Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her SLP. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

(b) The Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. The Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

(c) Should the Provider enter into a separate agreement with SBBC for use of SBBC school facilities, such use shall constitute a revocable license and the Provider agrees to immediately vacate the premises upon the written demand of the SBBC, Principal or Principal Designee. The Provider shall not assign more than two (2) tutors per classroom leased for tutoring, including non-district premises.

2.51 Timeline for Services.

(a) It is the intention of SBBC to release the list of eligible students to the Provider at the earliest possible date, but no later than September 25, 2012. Upon receiving the eligible student list, the Provider will consider the number of students listed and agree to notify SBBC five (5) calendar days if it wants to serve the students. If the Provider fails to notify SBBC within the five (5) day period, this Agreement will be void, and the district will remove all names assigned to the Provider.

(b) The Provider must complete the SLP agreement process and commence service with 80 percent of students on its list within 20 calendar days or by October 15, whichever date comes first. If the Provider fails to serve at least 80 percent of its students in the manner described herein, SBBC will reassign un-served students to an alternate Provider.

(c) Once the SBBC has assigned the minimum number of students per school, the Provider shall serve the students from that school, irrespective of the school's location. The Provider's failure to serve students at a location designated by the Provider shall void this Agreement with SBBC.

(d) The Provider agrees to make at least three (3) attempts to contact the parent of an assigned student. The Provider shall document such attempts in writing before the Provider indicates the student cannot be served and requests that the student be removed from their list of assigned students. Such documentation must be submitted to the Title I office.

2.52 Transportation.

(a) Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

(b) Schools must be given written notice regarding transportation agreements between parent and the Provider prior to the first day of tutoring. The written notice must include student's name, grade, school, transportation days, time, name of parent giving permission and any other pertinent or applicable information.

2.53 Tutor Training.

(a) The Provider shall maintain a Staff Training Staff Acknowledgement Form **(Exhibit 15)** for all hired tutors.

(b) The Provider shall train all tutors on the administration of the Provider's SES program and the SBBC's SES procedures as provided at the Annual Provider Meeting and Technical Assistance Meetings.

(c) The Provider must sign the tutor-training log verifying all tutors have been trained in the procedures, have signed SBBC Code of Ethics and have received the appropriate tutoring materials necessary to implement the Provider's SES program as documented on the Provider's state approved SES application.

(d) The initial tutor-training log must be submitted to SBBC no later than September 25, 2012, with additional submissions as training sessions are provided.

(e) The tutor-training log will be used by SBBC to verify that the trained tutors have been cleared through a Level II Background Check.

(f) The Provider shall submit copies of the agendas and training manuals/materials to SBBC.

(g) The training log must include all items listed on the Provider Trainer Assurance Form **(Exhibit 16).**

2.54 Tutoring Limits. The Provider shall limit tutoring to two (2) hours per day, maximum six (6) hours per week. Instruction shall only be provided beyond the regular school day. The Provider agrees to not start tutoring after 7:00 p.m.

2.55 Tutoring Services. The Provider must deliver services in compliance with the Provider's state approved application.

(a) The Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students.

(b) The Provider will ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

(c) The Provider shall provide SBBC with a list of their State approved curriculum, supplemental materials and assessments to be used by the tutors prior to the start of tutoring.

(d) The Provider will use highly qualified instructors to provide instruction as required in the Provider's SES application approved by the Florida Department of Education.

2.56 **Inspection of Provider's Records by SBBC.** Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Provider Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Provider or any of Provider's payees pursuant to this Agreement. Provider's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Provider's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Provider's Records Defined. For the purposes of this Agreement, the term "Provider's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Provider pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Provider reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute

grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Provider. If the audit discloses billings or charges to which Provider is not contractually entitled, Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Provider pursuant to this Agreement and such excluded costs shall become the liability of Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.57 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Title I Office Name of District Representative 701 N. W. 31st Avenue Address Ft. Lauderdale, Florida 33311 Address
To the Provider:	Sylvan Learning Center Name of Other Party 2600 Glades Circle, Suite 1500 Address Weston, FL 33327 Address

With a Copy to:

Name to be provided by Other Party

Address

Address

2.58 Indemnification. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Provider: Provider agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Provider, its agents, servants or employees; the equipment of Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Provider, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party

by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is

exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 Student Records. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

This portion intentionally left blank.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Ann Murray, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROVIDER

(Corporate Seal)

Sylvan Learning Center
Insert Full Legal Name of the Corporation, Agency or Other Legal Entity

ATTEST:

By _____

_____, Secretary

-Or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 19 day of September, 2012 by Yaeir Dolinski de Montalk of
Name of Person

Sylvan Learning Center, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced FDL: D452545677080 as
Type of Identification

identification and did/did not first take an oath.

My Commission Expires: March 5/2013

_____
Signature – Notary Public

(SEAL)

TERESA RICO
Notary Public - State of Florida
My Comm. Expires Mar 5, 2013
Commission # DD 931136

Teresa Rico
Printed Name of Notary

DD 931136
Notary's Commission No.

Exhibit 1

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County Supplemental Educational Services

Student Learning Plan - School Year 2012 -- 2013

Contact Information

Print

Provider

Contact Person Title I SES Title

Mailing Address

Location Address

Phone#

Student **Grade**

Mailing Address

Address 1

Address 2

Phone#

Parents/Guardians

Name Relationship

Name Relationship

School Phone

Cell Phone

1. Student's Individual Goals

1 subject required, 2 maximum. 1st subject 3 objectives required. 2nd subject 2 objectives only.

#	Subject	Strand	Goal (Standard)	Objective 1	Objective 2	Objective 3
Edit New Delete						

Exhibit 1

2. Performance Measures For Meeting Goals

Provider will measure the student's progress in meeting the goals as follows

[Insert description - for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the goals fit with the student's IEP.]

3. Timeline for Improving Achievement

District, provider, and parent have set the following timeline for improving the student's achievement

Sessions per Week

Session Duration

Start Date

End Date

Instruction Type

Days of Week: M T W Th Fr Sa Su

Current School Year: 2012

Total # of Sessions

Start/End Time

Total Hours

Session Location: Select One

Address

City

State: FL

Zip

4. Description of Services

Provider will give the student the following educational supplemental services

[Insert general description of program & procedures, also include method of delivery for example; tutoring, small classes, etc.]

5. Communication with Parents and District

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting methods - for example; written report on monthly basis.]

6. Confidentiality

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s)

Exhibit 1

7. Signatures

We hereby certify that we have read and understand this Supplemental Educational Services Statement of Goals.

Provider

Signature	Date
Printed Name	
Title	

Parent/Guardian

Signature	Date
Printed Name	Relationship

Parent/Guardian

Signature	Date
Printed Name	Relationship

SES Facilitator

Signature	Date
Printed Name	

Other

Signature	Date
Printed Name	
Title	

Save

Exhibit 2

Teacher: < name of teacher >

The School Board of Broward County, Florida
Title I, Migrant and School Improvement
701 N. W. 31st Avenue
Ft. Lauderdale, FL 33311

Date: **May 1, 2013**

To: **Parent of Students in SES Programs**
From: **Broward County Title I Supplemental Educational Services**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May 10, 2013.** For questions regarding the survey, please call 754-321-1400.

Student name: «FirstName» «LastName» Grade level: «GrdLvl»

School: «SchoolName»

Provider name: «ProviderName»

Check location of services: School_____ Home_____ Provider Facility_____ Public Facility_____

Subject(s) tutored by provider: «Subject» «Subject»

On a scale of 1 to 3, **whereas 1 is "Unsatisfactory," 2 is "Satisfactory" and 3 is "Outstanding",** please **circle the number** that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section.

Questions	Circle one: Unsatisfactory	Satisfactory	Outstanding	Don't know
1. Did the provider give you and your child regular feedback on his or her learning? Comments:_____	1	2	3	☐
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments:_____	1	2	3	☐
3. Were you satisfied with the provider's instructors? Comments:_____	1	2	3	☐
4. As a whole, were you satisfied with the quality of the services your child received? Comments:	1	2	3	☐
Parents of students with disabilities *only*. This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS): 5. Were the services given to your child consistent with your child's IEP or IS?	1	2	3 Comments: _____	☐
Parents of English-Language learners *only*. This question is only for parents of English-language learners: 6. Were the services given to your child appropriate for an English language learner?	1	2	3 Comments:	☐
Parents of English-Language learners *only*. This question is only for parents of English-language learners: 7. Did the provider give notices, letters, and other information in your language?	1	2	3 Comments:	☐

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

SES Provider: _____ Date of Observation: _____

School Site/Tutoring Location: _____ Begin Time: _____ End Time: _____

SES District Representative (Observer): _____

SES Tutoring Services

SES Facilitator's Name: _____ On site? Yes ❑ No ❑

Provider's Lead Teacher's Name: _____ On site? Yes ❑ No ❑

Name of Tutor(s)	Number of Students	Grade Level(s)	Subject Area	SLP Goals Targeted	Tutoring Location

PROGRAM MANAGEMENT/COMPLIANCE	Comments
1. Tutor/Provider staff is wearing appropriate vendor badge. Yes ❑ No ❑ NA ❑	
2. Provider's staff is on site before delivery of services and assumes responsibility of students before tutoring session. Yes ❑ No ❑ NA ❑	
3. Arrival, Dismissal and Emergency procedures are in place. Yes ❑ No ❑ NA ❑	
4. Snacks are provided outside of contracted tutoring time. Yes ❑ No ❑ NA ❑	
5. Procedures are in place for delivery of services if tutor is late or absent. Yes ❑ No ❑ NA ❑	

DELIVERY OF INSTRUCTION	Comments
Tutoring sessions begin and end as indicated on the SLP. Yes ❑ No ❑ NA ❑	
Students are supervised during SES instructional time. Yes ❑ No ❑ NA ❑	
Tutor is prepared with materials and begins on time. Yes ❑ No ❑ NA ❑	
Instructional materials are available for all students. Yes ❑ No ❑ NA ❑	

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

Instructional materials are individualized to students' academic needs.	Yes ❑	No ❑	_____
Tutor interacts with students, provides feedback, and manages student behavior.	Yes ❑	No ❑	_____
Tutor uses appropriate instructional strategies which are appropriate to the students' needs.	Yes ❑	No ❑	_____
Students are engaged and are able to ask questions.	Yes ❑	No ❑	_____
Make-up sessions are available for students who miss sessions.	Yes ❑	No ❑	_____

Student Records			**Comments**
Emergency Contact cards and release information is available.	Yes ❑	No ❑	_____
The emergency plan is available.	Yes ❑	No ❑	_____
Student Learning Plans are available.	Yes ❑	No ❑	_____
Broward County student daily sign-in sheets are evident and in use by students.	Yes ❑	No ❑	_____

Comments and Interviews

_____

_____

_____

_____

Follow-up monitoring visit recommended	Yes ❑	No ❑	
Monitoring visit discussed with Provider	Yes ❑	No ❑	Date: _____

_____ _____

Observer's Signature Date

Exhibit 4

School Board of Broward County (SBBC)
Supplemental Educational Services

Student Learning Plan (SLP)
Evidence of Attempts to Consult with Parent Form
2012-2013

Student Name: _____ ID Number: _____

School: _____ Grade: _____

Name of Provider (Print): _____

As a Provider you are required to make reasonable efforts to contact the parents of the above-named student regarding SLP consultation (three different attempts shall be considered reasonable). However, if after three attempts, you are unable to contact his/her parents unable to conduct a face-to-face meeting, or have consulted with the parent but have been unable to secure their signature; you may develop the SLP and submit this page to the Title I office for a "pending approval" status by indicating below the type of attempts and the dates when they occurred. The parent's signature must be secured on the SLP prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent and a "final approval" awarded.

FIRST ATTEMPT (Insert a √ in the appropriate column)					**SECOND ATTEMPT (Insert a √ in the appropriate column)**					**THIRD ATTEMPT (Insert a √ in the appropriate column)**				
Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe

I, as an authorized representative of _____(company's name), certify that the above information is true and accurate to the best of my knowledge and the parent(s) of the above-named student will be provided with a copy of the approved SLP and the Provider's contact information if the parents wish to discuss the plan.

Provider Representative Name: _____ Date: _____
(Print)

Provider Representative Signature: _____

Exhibit 5

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Waiver Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY **SBBC EMPLOYEES**	PRINT ALL INFORMATION		
LAST NAME	FIRST NAME	Badge Expiration Date	Name of School or Work Location
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			

Exhibit 6

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY NON-SBBC EMPLOYEES	PRINT ALL INFORMATION			
LAST NAME	FIRST NAME	Badge Expiration Date	Date of Birth (MM/DD/YYYY)	Social Security #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				

Exhibit 7

Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County 2012-13

Please be reminded that STATE APPROVED SES PROVIDERS and their staff serving Broward County Schools must adhere to the following Code of Professional Conduct and Ethics regarding Supplemental Educational Services (SES):

* SES Providers **shall not** compensate district employees personally in exchange for providing access to facilities, providing student lists, assisting with marketing or student recruitment to promote enrollment in a provider's program.

* SES Providers **shall not** request from district employees a list of students eligible to receive services, as this information would identify a student as eligible for Free and Reduced Lunch, which is in violation of the Family Educational Rights and Privacy Act (FERPA).

* SES Providers **shall not** employ district employees in the capacity of principal, assistant principal, district administrator, or SES Coordinator.

* SES Providers **shall not** pay school based SES facilitators to be facilitators for the provider.

* SES Providers **shall not** hire school personnel for any purpose other than instruction-related services (Tutor) or company/provider program coordinator (Provider Lead Tutor).

* SES Providers **shall not** offer parent or student any form of incentive for signing-up to receive services. Simple door prizes of a nominal value (approximately $5.00 per prize) and refreshments can be offered to potential students and their families, while attending school/district based informational sessions.

* SES Providers **shall not** overwhelm principals and school staff with e-mails or personal visits to discuss leases, student sign-up, hiring teachers and presentation of curriculum. Providers are encouraged to follow the district's process of contacting schools for information.

* SES Providers **shall not** distribute or make arrangements with school administrators, teachers or school support staff to send home, via backpack or mail, the Broward School's SES Enrollment Forms that has a provider's name pre-printed or handwritten as part of the form or flyers endorsing a specific SES program.

* SES Providers **shall not** use school staff to market or promote their program to parents or students.

* SES Providers **shall not** modify any SES enrollment form completed by a parent.

* SES Providers **shall not** pre-print, photo copy, modify or distribute the enrollment form with the provider's name.

* SES Providers **shall not** mislead parents regarding the enrollment process.

* SES Providers **shall not** contact parents on behalf of the district to inform them about SES services

* SES Providers **shall not** submit enrollment forms to the district office. All enrollment forms must be returned to the school. School staff will submit forms to the Title I Office.

* SES Providers **shall not** mislead parents regarding the number of hours of service available based on the per pupil allocation and the published rate per hour.

* SES Providers **shall not** post signs, pass out flyers or implement any other marketing strategies on school or district property, as this creates a disruption, which prevents the school from operating in a safe and orderly manner.

* SES Providers **shall not** create or pass out flyers/signs that has school or district information that is inaccurate or suggests that the District is promoting an SES Provider's company.

* SES Providers **shall not** misquote or misrepresent District or school staff.

* SES Providers **shall not** encourage students/parents to switch Providers once enrolled. A student is considered enrolled once the District has issued the formal student / Provider list.

* SES Providers **shall not** implement a rewards program for attendance and/or achievement that is not part of the provider's state-approved program (rewards for student's performance up to $50.00 can be offered per student per year).

* SES Providers **shall not** interact with each other in an unprofessional manner in the presence of students, parents, school personnel, and district personnel during district and school sponsored activities.

ACKNOWLEDGEMENT OF RECEIPT OF THIS CODE OF PROFESSIONAL CONDUCT AND ETHICS FOR STATE APPROVED SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

Signing this form, acknowledges that I (representative of this company) have read the Code of Professional Conduct and Ethics regarding SES and agree to comply with these requirements. This company will also ensure that all employees and contracted entities are informed about their obligations in meeting the above Code of Professional Conduct and Ethics.

Signature of SES Provider's Representative	Print name of representative
Company Name of SES Providers (print)	Date

Form is due prior to October 15, 2011.
Originals only. Will not accept faxed or e-mailed copies.
Blue ink preferred for signature.

Exhibit 8

Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers 2012-13

1. Employees shall not campaign, recruit, solicit for, or otherwise work for the purpose of gaining students for the provider during hours of employment by the district. This includes talking to parents about a specific provider and the provider's program.

2. District employee shall not represent an SES provider during parent/student night, school functions at which the employee is required to attend by the district, or other school activities.

3. Employees shall not have access to student lists, phone numbers, free/reduced lunch lists, or other student information at any time to be used for the purpose of recruiting students for an SES provider. This is a violation of the Family Educational Rights and Privacy Act (FERPA).

4. Employees shall not use district materials and supplies, such as paper, pencils, books, computers, application software, printers, crayons, etc. for the purpose of administering the SES program, without prior written permission.

5. Employees of SES providers shall not have access to copiers, phones, or other equipment owned, leased or operated by the Broward County School District, even if the tutor is a Broward County School District employee.

6. District employees are not necessarily able to tutor in the classroom they are assigned to during the regular school day. Providers can request space at the school. Principals (with input from Area Offices) make the decision as to whether there is space available. Principal determines where the provider will be placed in the school.

7. SES providers are required to supply their tutors with all materials needed to implement and deploy the program described in the provider's request for application to the State of Florida.

8. Distribution of materials by providers to school staff requires the permission of the Principal of the school. Distribution of these materials can only take place before or after regular school hours.

9. Teacher or other employees shall not tutor any student who is assigned to that teacher during the regular school day, unless specific permission has been given by the district's SES office.

Signing this form, acknowledges that I have read the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers and agree to comply with these requirements.

Signature of SES Employee	Print name of Employee
Name of SES Company (print)	Date

SES Provider is responsible for retuning this form to the Title I Office within one week of employing a Broward School District employee. Failure to comply will result in termination of Provider's contract with SBBC.

Exhibit 9

School Board of Broward County, Florida
Personnel Hiring Guidelines for SES Providers

Criminal Records including Guilty Pleas (Regardless of Adjudication),
No Contest Pleas, Pre-trial Intervention/Diversion

This is not intended to be a complete list of all disqualifying criminal offenses.

I. Will Not Hire

- Extreme Violence (Aggravated assault/aggravated battery, murder, attempted murder)
- Sexual Offense (Lewd and Lascivious – Sexual Battery, Rape, Sex with a minor)
- Kidnapping
- False Imprisonment
- Child Abuse
- Pornography
- Extortion
- Manslaughter (Including Vehicular Homicide/Involuntary)
- Indecent Exposure if sexual in nature
- Currently on probation or has a case pending that is a DUI or criminal in nature

II. Will Not Hire – if offense less than 10 years old. Will consider and carefully review if older than 10 years

- Felony drug use
- Grand theft/robbery
- Burglary
- Felony Battery/assault
- Felony possession of a concealed weapon
- Welfare/Unemployment Fraud
- Forgery
- Arson
- Prostitution or Solicitation of Prostitution
- Grand larceny
- Other felonies not mentioned in Section 1

III. Will Not Hire – If offense is less than 5 years old. Will consider and carefully review if older than 5 years

- Multiple DUI's
- Misdemeanor drug and/or paraphernalia
- Possession of concealed weapon – misdemeanor
- Battery/Assault
- Resisting arrest with violence
- Domestic Violence

IV. Judgment – case by case review

- DUI – one incident only
- Sale of alcohol to minor
- Worthless checks
- Disorderly conduct
- Multiple criminal offenses
- Petty theft (theft to deprive/retail theft/shoplifting
- Trespassing/Loitering
- Arrest without violence
- Larceny
- Other criminal offenses

Exhibit 10

School Board of Broward County
2012 – 2013 Supplemental Educational Services
Invoice Cover Form

Directions: **Information on this form must be typed and signed in blue ink by the authorized representative of the SES Provider Company.**

Company Name: _____

To: Title I Office
701 NW 31st Avenue
Fort Lauderdale, FL 33311

Attn: Title I/SES Bookkeeper

Contact Person for invoice_____

Provider Phone #: ( ) _____

Provider Fax #: ( ) _____

Invoice Number: _____

Date: _____

Service Period (Month/Year)	**Services Rendered**	**Title I use only**
	Invoice Amount: $_____	Total Amount to be Paid $ _____
	Adjustments Hours of services will be removed and the invoice adjusted if the tutor(s) listed on the Monthly Attendance and Payment Record was/were not cleared prior to providing services, students did not sign the daily sign in sheet or the information is on the sign in sheet is missing or wrong, and/ or white out was used on any forms used for invoicing purposes. In addition, per the 2012 -2013 Agreement for Supplemental Educational Services (SES) Providers, the fees outlined below will be deducted from the invoice amount, if applicable. **SBBC reserves the right to withhold payment if a review reveals that the Provider has submitted overcharges.**	Original Invoice Amount: $ _____ Less Adjustments: $ _____ Total Amount: $ _____

Title I Use Only
If applicable, per the 2012- 2013 Agreement for SES Providers, the following fees will be assessed.

Adjustment(s)	**Fee(s)**	
Invoice submitted after the last day of the billing month	$ 60.00	
Invoice received 15 calendar days after the last day of the billing month	$ 10.00 per day	(10 X _____ day(s) = $_____ Total)
Invoice resubmitted due to errors (1st time)	$ 60.00	
Invoice resubmitted after the 5th business day of notification	$ 10.00 per day	(10 X _____ day(s) = $_____ Total)
Invoice resubmitted more than once	1% of the total invoice amount	(2% X _____ Total invoice = $_____ Total)
Incorrect/Missing attendance records, student sign-in sheets/ progress reports/test summary sheets	$ 5.00 per item	(5 X _____ per student = $_____ Total)
Other fees:		

Please remit payment to:

Company Name: _____

Address: _____

City/State/Zip Code: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Exhibit 11

Broward County Schools Supplemental Educational Services
Progress Report 2012 – 2013

First	Last	Grade	Number	School	Provider

Year	Test	Sub Test	Gr Scale

Test Name	Subject	Instr Level	Pre Score	Post Score	Nce Score

Date	Subject	Strategy	Measurement	Number	Provider

Subject	Type	Strand	Goal	Objective	Target Area	Mastered
						☐
						☐
						☐

Exhibit 12

The School Board of Broward County, FL
Supplemental Educational Services

Daily Student Sign-In
2012-13

Month: _____

Company's Name: _____

Student's Name: _____ ID#_____

Location of Tutorial Services: _____

Name of **Tutor**: _____

Subject (1) (circle only 1): **Reading Math Science** **Session Time:** _____to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

Subject (2) (circle only 1): **Reading Math Science** **Session Time:** _____to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

	Student Signature	**Date**	**Subject (R, M, S)**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

***Do not include free tutoring sessions on this attendance sheet.**

Exhibit 13a

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County, FL

Title I, Migrant & Special Programs Department

Monthly Attendance & Payment

First	Last	Student#	Addr1	Addr2	School	Tel#	Grd

Provider	Tutor Location	Street	City	State	Zip

Tutor Name **Begin Date** **End Date**

Indicate Math(M), Reading(R), and/or Science(S) for each day tutoring occurred. A minimum of 60 minutes per subject, round to the nearest 30 minutes. Invoice and attendance must be submitted by the 15th of the following month. One submittal per month.

1 M R S	2 M R S	3 M R S	4 M R S	5 M R S
6 M R S	7 M R S	8 M R S	9 M R S	10 M R S
11 M R S	12 M R S	13 M R S	14 M R S	15 M R S
16 M R S	17 M R S	18 M R S	19 M R S	20 M R S
21 M R S	22 M R S	23 M R S	24 M R S	25 M R S
26 M R S	27 M R S	28 M R S	29 M R S	30 M R S
31 M R S				

Calculate Attendance | Save | Delete Month

Minutes Remaining

Last Session Date

0.0000 Hours
Rate
30.00

Maximum Allowed
Amount Used
Balance

Use Minutes Remaining

I certify, under penalty of perjury, that the above information is true and correct

Print name of parent or SES facilitator _____ Date _____

Signature of parent or SES facilitator _____

Signature of SES provider _____ Print NOT SAVED

Exhibit 13b

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
2012 - 2013 SES Monthly Attendance & Payment Record

Student's name: _____ **Date**_____

Student Number: _____ **School:** _____

Student's address: _____

Tutoring Location other than school:_____

SES Provider: _____ **Tel. #** _____

Beginning Date:_____ **Ending Date:**_____

Instructor's name: _____

1. Indicate (M)-Math, (R)-Reading, (S) Science 2. Enter length of each session 3. Tutor must initial each attendance date

Submit one record per month.

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	**Month:** _____			

Tutor Schedule: M T W T F S Sun (CIRCLE Tutoring Days)

Total Attendance: _____ **Hours** _____ **Minutes**

I certify, under penalty of perjury, that the above information is true and correct.

Print name of parent: _____ Date_____

Signature of Parent: _____

Signature of SES Provider:_____

8/8/2012 – Title I Office

Only for in-home, provider or community facility tutorial sessions

Exhibit 14

2012 – 2013 SES Provider and School Board of Broward County (SBBC) Employee Disclosure

SBBC Policy 4202 – TUTORING states: BY MAINTAINING A HIGH QUALITY INSTRUCTIONAL STAFF AND PROVIDING A RICH, VARIED CURRICULUM, THE NEED FOR INDIVIDUAL TUTORING SHOULD BE MINIMIZED. EVERY EFFORT SHOULD BE MADE BY THE PRINCIPAL AND TEACHER(S) TO HELP THE STUDENT WITH EDUCATIONAL PROBLEMS BEFORE RECOMMENDING THAT PARENT(S) ENGAGE A TUTOR. IN ORDER TO COVER EXCEPTIONAL CASES WHERE IT MIGHT BECOME NECESSARY TO RECOMMEND INDIVIDUAL TUTORING, RULES AND REGULATIONS SHALL BE ESTABLISHED BY THE SUPERINTENDENT TO PROTECT BOTH THE SCHOOL BOARD OF BROWARD COUNTY AND TEACHER(S) FROM CHARGES OF CONFLICT OF INTEREST. THESE RULES AND REGULATIONS SHALL BE IN ACCORDANCE WITH ACCREDITATION STANDARDS FOR FLORIDA SCHOOLS, FLORIDA STATE BOARD OF EDUCATION ADMINISTRATIVE RULES AND/OR FLORIDA STATUTES.

RULES

1. A teacher may not receive compensation for tutoring any student while that student is assigned to one of his/her classes.

2. A music instructor may give private lessons to his/her own student(s) when other qualified tutors on the school's staff are not available in that subject area.

3. Broward teachers who receive compensation for tutoring shall not use public school facilities for such purpose. Private instruction by music instructors shall be an exception to this rule. Said instructors who tutor students in music in a SBBC facility must complete and have on file with his/her principal a rental lease agreement pursuant to the provisions of the Board Policy 1341 and a weekly schedule of lessons. The music instructor's fee for tutoring shall be established by the Superintendent in a schedule that shall be reviewed annually.

4. Individual tutoring for compensation by SBBC teachers shall not take place during the school day.

5. Work completed under private instruction shall not be accepted for credit unless strictly in accordance with Accreditation Standards for Florida Schools, Florida State Board of Education Administrative Rules and/or Florida Statutes. Parents shall be advised that individual tutoring shall not provide credit. If parent(s) persist in such assumption, the teacher shall not be held responsible.

6. Non-School Board guest clinicians/consultants may be used periodically and shall only be compensated pursuant to the provisions of the Board Policy 6302 - Use of Consultants. Board employees shall not request or receive money from students/parents to pay for said clinicians/consultants. Booster clubs may be requested to fund these activities pursuant to the school's internal account dollars.

7. The Superintendent is authorized to develop procedures to implement this policy.

_____, an approved SES Provider, acknowledges that it has engaged the services of _____, an employee of the SBBC, to provide SES to eligible students on behalf of the Provider in association with the 2012 - 2013 Contractual Agreement for SES Providers entered between the Provider and SBBC. Any activity conducted by the employee on behalf of the Provider shall occur during non-school board hours. SBBC shall not be considered a party to any employment agreement between the Provider and employee; however, the employee must conform to all SBBC Rules governing the conduct of it's SBBC employees at all times. Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance with the SBBC Rules and any governing labor contracts.

Each Provider shall be responsible for obtaining the original signed 2012-2013 SES Provider and SBBC Employee Disclosure Form for each SBBC employee who is also employed by the Provider.

_____	_____	_____
(Print Employee Name)	(Employee Signature)	(Date)

_____	_____	_____
(SES Provider Company)	(Name and Title of Provider Representative)	(Date)

Exhibit 15

School Board of Broward County (SBBC)
Supplemental Educational Services
Provider Staff Training Acknowledgement Form 2012-13

Please print or type the following information:

Name of Provider: _____

Name of Staff: _____, _____
Last First

Job Title: _____

I have been trained in

- ☐ SBBC Procedures and Guidelines for the Implementation of SES Program
- ☐ SBBC Code of Ethics and Conduct
- ☐ Child Abuse Reporting
- ☐ Accident/Incident Reporting
- ☐ Confidentiality of Student Information
- ☐ SBBC Emergency Procedures
- ☐ Student Emergency Contact Information
- ☐ Student Dismissal Procedures
- ☐ Student Sign In/Sign Out Procedures
- ☐ Student Attendance Recording
- ☐ Student Learning Plan (SLP) and Progress Report
- ☐ Pre-and Post-Assessment Procedure and Reporting
- ☐ Provider's SES Program and Curriculum
- ☐ Usage of Supplies and Equipment – I will only use supplies or equipment that belongs to the provider or myself.
- ☐ Instructional Materials and Supplies
- ☐ District Requirements and Procedures for Fingerprinting/Background Screening Clearance
- ☐ All State Mandated Training

Place Copy of SES Staff Identification Badge Here

- ✓ Badge must include:
- ✓ Name
- ✓ Title
- ✓ Photo
- ✓ Name of the Company
- ✓ Current School Year

I acknowledge that I have received training in all areas listed above. ☐Yes ☐No
I meet the educational requirements to work for this company under the capacity of:
☐ Employee ☐Tutor ☐Volunteer ☐Other_____
I have received instructional materials for program implementation (tutors only). ☐Yes ☐ No

_____ _____
Staff Signature Date

Staff Phone Number: _____ E-mail:_____

Provider Use Only:

I verify that the staff member named above has been properly trained in all areas checked. I understand that the staff will not begin offering services until approval is received from the SBBC NCLB Parental Choice Options office.

_____ _____ _____
Provider representative Name & Title (print or type) Signature Date

Exhibit 16

The School Board Of Broward County (SBBC)
Supplemental Educational Services (SES)
Provider Training Assurance Form 2012-13

Please print or type the following information:

Name of Provider: _____

As the authorized representative for this Provider, I certify that all the staff has been trained in the following areas:

1. SBBC Procedures and Guidelines for the implementation of SES Program
2. SBBC Code of Ethics and Conduct
3. Child Abuse Reporting
4. Accident/Incident Reporting
5. Confidentiality of Student Information
6. SBBC Emergency Procedures
7. Student Emergency Contact Information
8. Student Dismissal Procedures
9. Student Sign In/Sign Out Procedures
10. Student Attendance Recording
11. Student Learning Plan (SLP) and Progress Report
12. Pre- and Post-Assessment Procedures and Reporting
13. Provider's SES Program and Curriculum
14. Usage of Supplies and Equipment
15. Instructional Materials and Supplies
16. District Requirements and Procedures for Fingerprinting/Background Screening Clearance
17. All State Mandated Training

I also acknowledge that:

- ✓ No SES will be delivered by tutor prior to the tutor receiving background and drug screening clearance from SBBC.
- ✓ Instructional materials for program implementation were provided for all tutors.

I certify that I am an individual authorized to act on behalf of the organization or referenced above in submitting this Assurance as indicated on **Exhibit ?** and that all the information provided herein is true and accurate to the best of my knowledge. I verify that the attached list contains the name and title of all staff members that have been trained in all areas indicated above. I understand that the staff will not begin offering services until approval is received form SBBC Title I SES office. I further certify that this organization will continue complying with all staff training requirements during the duration of the services stipulated in the contractual agreement with SBBC, and that newly hired staff will be trained within 30 days of employment with this organization.

Provider Representative Name & Title (print or type)	**Signature**	**Date**

Print Form

AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER

THIS AGREEMENT is made and entered into as of this 16th day of October, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

The Family Preservation Project of South Florida, Inc.
(hereinafter referred to as "Provider"),
whose principal place of business is
3330 NW 9TH STREET FORT LAUDERDALE FL 33311.

WHEREAS, SBBC is authorized by state and federal laws to enter into an agreement with the state-approved Supplemental Educational Services (SES) Providers for the aforementioned purpose; and

WHEREAS, the Provider is willing to provide SES to eligible students as agreed upon in the Student Learning Plan (SLP) **(Exhibit 1),** and eligible students are those students who have been identified by the SBBC and who meet specific requirements under State Statutes, and Title I; and

WHEREAS, the Provider desires to enter into this Agreement with SBBC, for the purposes of providing SES in compliance with applicable laws; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, the Provider has been approved by the State of Florida Department of Education (FLDOE) and has met the qualifications to be certified as an SES Provider; and

WHEREAS, the Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, the Provider is financially sound and otherwise capable of fulfilling its requirements to the SBBC, students and parents during the term of this contract; and

WHEREAS, 1008.331, Florida Statute outlines the following requirements for SES;

(a) Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Student Learning Plan how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);

(b) Requires the Provider to continue to provide SES to eligible students who are receiving such services until the designated end time as indicated in the SLP. SBBC cost shall not exceed the per student allocation based on the final award of funds from the Florida Department of Education and is subject to change.

(c) Requires a description of how the district, the student's parent(s) and teacher(s) will be regularly informed of the student's progress.

(d) Requires a provision for the termination of the Agreement if the Provider is unable to meet the goals and timetables required.

(e) Requires provisions with respect to making payments to the Provider by SBBC.

(f) Prohibits the Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

(g) Requires the SBBC to prioritize to the lowest performing students if there are not enough funds to provide services to all eligible students whose parents request the services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

2.02 Duration. The Provider will provide SES for the 2012 – 2013 school year with such services to be provided to eligible students upon approval by SBBC. The Provider must be able to provide services no later than October 15, 2012, contingent upon their receipt of their SBBC approved student enrollment list at least 20 days prior to the start date. In the event that the Provider's SES Agreement is approved by SBBC less than 20 days prior to October 15, the

Provider shall be afforded no less than 20 days from the date SBBC assigns students to the Provider to begin delivering services. If the Provider fails to start tutoring with at least 80% of students that SBBC assigns to the Provider, SBBC will reassign any students that have not started tutoring within 20 calendar days. Tutorial services must be completed by Sunday, March 31, 2013 unless otherwise agreed upon.

2.03 Evaluation/Follow-up Method. Evaluation of the Provider **(Exhibit 2)** shall be provided by SBBC to parents of students enrolled in SES. The SBBC will provide further evaluation of the Provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.04 Extent. The SES tutoring program shall be offered Sunday through Saturday as indicated on the Provider's state approved application. Length of sessions shall be offered as indicated on the SLP and the Provider's state approved application.

2.05 Location. All tutoring locations and sessions as described under the terms of this Agreement must be located and performed within Broward County, Florida.

2.06 Monitoring of the SES Program. SBBC's SES staff will monitor the Provider at various school locations and off-campus facilities where SES services are rendered. The SES staff will use the Supplemental Educational Services (SES) Monitoring Tool for Providers **(Exhibit 3)** to monitor the SES Provider's tutorial program at various school locations.

2.07 Parent/Guardianship. For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 Program Description. SES provides additional tutoring for the lowest performing students attending an eligible Title I school in grades K-8. Only Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire SBBC teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Parents may only select Providers on the state approved list for SES.

2.09 Reassignment of Students. A student who has been assigned to a Provider for twenty (20) calendar days who does not have an SBBC-approved Student Learning Plan will be reassigned to the parent's next choice of Provider. Further, a student who has an approved Student Learning Plan, but is not being actively tutored within twenty (20) calendar days of the enrollment with said company will be reassigned to the parent's next choice of Provider.

2.10 Request for Application (RFA) Process: The Provider will implement its SES program in accordance with all provisions of the application submitted by the Provider and approved by the FLDOE under the annual RFA process. These provisions include, but are not limited to, hourly rates, student/tutor ratios, staff qualifications and tutoring session duration. The Provider will submit to SBBC a hard copy and an electronic copy of its state-approved SES application.

2.11 Right to Withhold. SBBC may withhold payment to the Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC, the:

(a) Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.

(b) Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its SES program, work, or records.

(c) Provider has failed to submit the invoice to SBBC within 45 days of rendering SES services.

If SBBC gives notice of intent to withhold, the Provider shall have ten (10) working days from the day of receipt of said notice to correct such deficiencies and/or may invoke the dispute resolution provision herein.

2.12 Student Learning Plan (SLP).

(a) The SLP must be developed by the Provider, in consultation with the parent/guardian and SBBC, for each eligible student whose parent/guardian elects to receive SES. The Provider may utilize district assessment scores if scores are available for each eligible student whose parent elects to receive SES from the Provider. If SBBC's data and the Provider's pre-assessment identify different needs, the achievement goals and objectives should be revised in the SLP to reflect the needs identified through the Provider's pre-assessment. An SLP may not be submitted to SBBC for final approval until the Provider has met with the parents to discuss the student's present academic performance and a detailed description of the methods and strategies of tutorial instructions has been shared and reviewed by the parent.

(b) The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation Sunshine State Standards (NGSSS). In case of a student with disabilities, these goals must be consistent with the student's Individualized Education Program (IEP) under the Individuals with Disabilities Education Act (IDEA) or the student's 504 Plan (if applicable). The goals must also target the specific benchmarks as tested on the Florida Comprehensive Assessment Test (FCAT). The Provider shall submit three (3) or more objectives on each student's SLP. The Provider must frequently monitor students' progress and make students aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, start and end dates.

(c) The Provider agrees to complete SBBC's online SLP for each student assigned. The parent, Provider and SBBC must sign the SLP before tutoring services may begin. If a parent's signature cannot be obtained, the Provider agrees to submit the SLP and the Evidence of Attempt to Obtain a Parent Signature **(Exhibit 4)**. The SLP will be given a "pending approval" status prior to the beginning of tutorial services. The parent's signature must be secured on the SLP

prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent with an original parent signature.

(d) The SLP must be submitted to the Title I office at least five (5) business days prior to the start date for approval. The Title I SES staff must approve the SLP before tutorial services may begin. Any students without an approved SLP within twenty (20) days of assignment to a Provider will be removed from the Provider's list and reassigned to the parent's next choice. Changes in any SLP may only be made with the written consent of the parent/guardian in consultation with the Provider and approved by SBBC. The Provider, SBBC or parent/guardian may request a review of a SLP. The SBBC reserves the right to require modifications to the SLP. The Provider shall obtain written authorization from SBBC before terminating any SLP.

(e) Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate SBBC financially, nor shall SBBC incur any obligations or expense in excess of the per pupil allocation as determined by the FLDOE. The allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(f) The student's name and identification number must be printed on each page of the SLP.

(g) The Provider agrees to give a copy of the SLP signed by the parent to the SES facilitator for all assigned students.

2.13 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

RESPONSIBILITY OF THE PROVIDER:

2.14 Access to Records. The Provider shall provide access to its facilities for periodic monitoring of each student's instructional program. SBBC representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview providers, and review students' progress including the behavior intervention plan, if any.

The Provider shall provide access to records or reports, or other matters relating to the Agreement, upon request by the SBBC or appropriate federal agency. During the term of this agreement, and for five years thereafter, the Provider shall maintain detailed records of all services rendered pursuant to this Agreement, including student eligibility information, employee records, progress reports, lesson plans, invoices and all other documentation associated with providing SES to eligible students in the SBBC.

2.15 Accident/Incident Report.

(a) The Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. The Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

(b) The Provider must train all tutoring personnel in appropriate procedures for handing and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

(c) The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.16 Background Screening. The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

(a) All current SBBC employees hired by a SES Provider must secure a vendor badge for that company. The Provider must submit to the Title I Office a clear copy of the current vendor badge and complete the Background Check Waiver Form for SBBC Employees **(Exhibit 5)**.

(b) All non-SBBC employees must secure a vendor badge. The Provider must submit to the Title I Office a clear copy of the current vendor badge and also complete the SES Background Check Form for non-SBBC Employees **(Exhibit 6).**

(c) All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep updated background check forms and vendor badges on file with the Title I office throughout the terms of this agreement will result in nonpayment for services rendered and termination of this contract agreement.

2.17 Background Screening for On-line Services.

(a) Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The Provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statues.

(b) If the Provider fails to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Provider agrees to indemnify and hold harmless the SBBC; it's officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.18 Child Abuse Reporting.

(a) The Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. The Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Provider agrees that all staff members will abide by such laws in a timely manner.

(b) The Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under the Provider's supervision.

2.19 Code of Conduct.

(a) The Provider shall abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County **(Exhibit 7)** provided by the SBBC. The Provider and its employees are required to complete and submit the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County prior to the beginning of services.

(b) The Provider shall have all SBBC employees hired complete the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers **(Exhibit 8).**

(c) Administrators cannot be hired or compensated by the SES Provider. The Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers provided by the SBBC must be submitted prior to the start of tutorial services.

(d) Failure to abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County will result in a termination of this contract.

2.20 Compensation.

(a) The cost of tutorial services shall not exceed the per pupil allocation amount of $1147.00. This allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(b) The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on the Provider's approved SES application with the FLDOE. The Provider will receive payment when tutorial services for which payment is requested have been performed satisfactorily in full and verified.

(c) SBBC is not obligated to pay for unsatisfactory services. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

(d) The Provider must provide services for students only provided by SBBC. Payment will not be rendered for students that are not approved by the Title I office.

(e) The Provider shall limit tutoring to two (2) hours per day and a maximum of ~~to~~ six (6) hours per week. Instruction shall be provided beyond the regular school day. Tutoring that extends beyond six (6) hours per week will not be paid by SBBC. The Provider will be paid only for sessions students attend.

(f) The SBBC is not obligated to communicate or render payment to any third person or entity.

2.21 Compliance with Policies and Laws. The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement. The Provider must also ensure that the SES is in compliance with federal/state laws and District

Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

2.22 Confidentiality of Student Records. The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.23 Conflict of Interest. The Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. The Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.24 Contact Parents. The Provider must immediately contact the parent of any student who misses two or more days. The Provider must implement interventions for students who are habitually absent. Additionally, upon a student's completion of his/her SES program a parent shall be contacted by the Provider and informed of the program's completion.

2.25 Control of Students.

(a) The Provider, while providing services, shall be responsible for the control and safety of students from the time the student arrives for services until the student is placed under control of the parent/guardian or other approved caregiver, at the end of service. The Provider must escort all students to the proper caregiver or approved means of transportation at the end of the service. The Provider must check the ID of the person picking up the student to make sure it matches an individual allowed to care for that child.

(b) The Provider is obligated to supervise its students and employees before, during and after the provision of SES. All supervision and care is at the expense of the Provider. This Agreement may be cancelled if the Provider fails to supervise its students and employees.

(c) If the District, Principal or Principal Designee becomes aware of an instance when the Provider has failed to properly supervise its students or employees at the school, SBBC, Principal or Principal Designee will give written notice to the Provider. The Provider will have twenty-four (24) hours to correct the problem. If the Provider fails to correct the problem within twenty-four (24) hours from receipt of the Principal's notice, then the Principal is authorized to cancel the facilities Agreement without further notice.

2.26 Delivery Model. The Provider shall be secular, neutral, and non-ideological in instruction and content. The Provider shall assume responsibility for supervision and care of students during the times that students are in its care and will further ensure that students are supervised before and after SES tutoring sessions have been completed. All supervision and care is at the expense of the Provider.

2.27 Disputes. Disputes between the SBBC and the Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31st Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.28 Facility Access. The Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview the Provider, and review each student's progress. The Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.29 Hired Staff and Tutors. All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep ID files updated and submitted to the Title I office throughout the terms of this Agreement will result in nonpayment for services rendered and termination of this Agreement.

Due to the inability of an international background check to be completed by the Florida Department of Law Enforcement, Federal Bureau of Investigation, or other United States law enforcement agency, no tutors residing outside of the United States will be permitted to tutor in Broward County. The Provider is required to hire a lead teacher at all sites with more than twenty (20) students. The Provider agrees to abide by the SBBC's Personnel Hiring Guidelines for SES Providers **(Exhibit 9).** Failure to abide by the Personnel Hiring Guidelines will result in a termination of this contract.

2.30 Incentives. The Provider must limit student incentives as follows:

(a) Must not exceed a total of fifty dollars ($50.00) per student for all incentives;

(b) Incentives must be earned by achievement or attendance;

(c) The Provider may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign-up. Only students assigned to a Provider may be informed of achievement or attendance incentives;

(d) Per Section 1008.331, Florida Statues, Supplemental Educational Services in Title I schools, a Provider may not provide incentives to entice a student or a student's parent to choose a Provider.

2.31 Inspection and Audit. SBBC, its auditors and representatives, Florida Department of Education and USDE, its auditors and representatives shall have the right to examine and inspect such records at any time. The Provider shall cooperate with all reasonable requests to inspect records.

2.32 Insurance Coverage and Minimum Requirements. The Provider shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum

insurance, the SBBC shall not be deemed or construed to have assessed the risk that may be applicable to the SES provider. The SES provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The SES provider is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

2.33 **Insurance - Verification of Coverage.** Proof of the required insurance must be furnished by the Provider to SBBC Risk Management Division by Certificate of Insurance within 15 days of notification of award by SBBC. The certificate of insurance must contain a provision for written notification to SBBC in accordance with policy provisions as outlined in the current ISO ACORD 25 (2010/05) form. All certificates and endorsements must be received and approved by SBBC before any work commences to permit Provider time to remedy any deficiencies. All coverages are required to be first dollar without application of deductible, unless otherwise stated. If multiple entities/locations are insured under a single policy each coverage limit must apply separately. Only the named insured on the contract will be accepted on the Certificate of Insurance.

(a) Acceptability of Insurance. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(b) Commercial General Liability - Broad form coverage including all risk associated or arising out of services provided under this contract:

General Aggregate $ 1,000,000
Each Occurrence Limit $ 1,000,000

The School Board of Broward County, Florida, its' members, officers, employees and agents shall be listed as Additional Insured and such coverage shall be no more restrictive than the latest edition of ISO form CG 20 10.

(c) Automobile Liability - Coverage shall not be any less restive than the standard ISO Business Auto Policy CA 00 01. The policy Named Insured *MUST* list the SES Provider Company Name, not an individual's name.

Owned Auto*
Non-owned Auto
Hired Auto
Bodily Injury/Property Damage (Each Accident) $1,000,000

In the event the company does not own any vehicles, we will accept Hired and Non-Owned coverage in the amounts listed above. In addition, we will require a notarized Owned Auto Affidavit signed by the company.

(d) Workers' Compensation – must be provided for all of its employees in compliance with Chapter 440, Florida statutes:

Coverage A (Workers' Compensation) Statutory
Coverage B (Employers Liability) $100,000 each accd/$100,000 disease, each employee/$500,000 disease policy limit

Currently, in the state of Florida, Workers' Compensation coverage is required for all entities with more than three (3) full and/or part-time employees. We require a notarized Workers'

Compensation affidavit signed by a company officer for all companies that do not require this coverage.

(e) Professional Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Annual Policy Aggregate $2,000,000
Max. Deductible $25,000

(f) Sexual Abuse / Molestation Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Max. Deductible $25,000

(g) Certificate of Insurance Information. Prior to the commencement of any work, as evidence of required coverage the Insured must provide a Certificate of Insurance to: SBBC Risk Management Division. (For SES Tutoring Title I participants, fax certificate of insurance to Risk Management at 866-898-4527.)

(h) The Liability policies are to contain the following provisions. In addition the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement number is: _____.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. 30 days written notice will be given to SBBC Risk Management Division prior to any material changes or for cancellation prior to the expiration date OR policy cancellation provisions must be submitted with certificate of insurance.

(i) If multiple entities/locations are insured under a single policy, each coverage limit must apply separately to each entity/ location. The following wording must be included on the Certificate of Insurance: **Coverage limits apply separately to each entity/location per endorsement #** _____. (Only the named insured on the contract will be accepted as the named insured on the Certificate of Insurance.)

2.34 Location of Services.

(a) All tutoring and physical locations for services must be performed and located in Broward County, Florida. The Provider shall notify SBBC of the names and addresses of all schools, centers and other locations where the Provider's services will be offered. The list of Provider's tutoring sites shall be boldly printed on all marketing materials intended for use at SES Provider Fairs. A Provider who participates in SES Provider Fairs, individual school open houses or registration campaigns shall conspicuously post the locations of its tutoring programs.

(b) The Provider may only post school locations where leases have been obtained and officially approved by SBBC.

2.35 Marketing Requirements. All marketing materials must be submitted to and approved by the Title I office.

(a) All materials distributed to parents must include the following statement:

"In order for your child to be eligible for Supplemental Educational Services (SES), your child must attend a Title I school for the 2012 – 2013 school year and have scored a Level 1 or Level 2 on the Florida Comprehensive Assessment Test (FCAT)."

(b) The Provider agrees to print the following notice at the top of materials distributed to parents in all caps, at least 12-point font. DISTRIBUTION DOES NOT IMPLY ENDORSEMENT OR RECOMMENDATION BY BROWARD COUNTY PUBLIC SCHOOLS.

(c) The Providers agrees that all marketing materials including posted materials used to promote SES in Broward County shall be translated into Spanish and Haitian-Creole.

(d) Any marketing materials found by SBBC on its property and/or at any of its sponsored events that do not include the aforementioned disclaimers will be seized and disposed of by personnel of the SBBC.

(e) The Provider may list the eligible SES schools where the Provider will be providing SES.

(f) Failure to comply with all marketing requirements will result in this contract becoming null and void.

2.36 Meetings. The Provider must attend the Annual Orientation Meeting to discuss the Provider obligations for the 2012-2013 school year. The Provider is also obligated to attend regular scheduled technical assistance meetings throughout the year.

2.37 Minimum Per Site.

(a) The Provider agrees to provide services to students from any eligible school where at least **20** parents have selected services from the said Provider and students have been assigned the same.

(b) If the Provider withdraws from offering services to the SBBC students and the minimums per school set by the Provider have been met, the SBBC shall report the Provider to the FLDOE. The Provider shall be immediately removed from providing services for the current school year for SBBC.

2.38 Monthly Invoices. The Provider shall submit monthly invoices to the Title I Office for services rendered. Invoices must be generated from SBBC's SES database and shall be submitted on or before the last day of the following month of services rendered. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than Tuesday, April 30, 2013.

(a) Invoices received after the last day of the billing month shall be assessed a fee of $60.00. An additional fee of $5.00 will be assessed for each day thereafter.

(b) Invoices received 15 calendar days after the last day of the billing month shall be assessed a fee of $10.00 per day.

(c) Invoices returned to the Provider for corrections shall be assessed a fee of $60.00 for the first occurrence

(d) Invoices returned to the Provider for corrections shall be resubmitted to SBBC within five (5) business days; otherwise, the Provider shall be assessed a fee of $10.00 per day beyond the 5th day.

(e) Invoices returned to the Provider for corrections more than one time shall also be assessed a fee of 1% of the total invoice amount.

For each monthly invoice, the Provider shall submit:

(a) A SBBC approved Invoice Cover Form **(Exhibit 10)**

(b) An invoice generated by SBBC's SES database.

(c) The original Monthly Attendance and Payment Record provided by the SBBC to the Title I office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, school, name of the Provider and telephone number, location of tutoring services, tutor/instructor's name, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign the Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The attendance records must be alphabetized according ~~by~~ to the name of the students on the invoice.

(d) A SBBC approved Daily Sign-In Sheet must be included for each student for whom the Provider is seeking payment for services rendered. The Daily Sign-In Sheet must include the company's name, the student's first and last name, location of services, name of tutor, month of service, days of service, subjects tutored and session times. The student must sign-in each day of tutoring and include the date. The student's name must be in his or her own handwriting. Free tutoring sessions shall not be indicated on the Daily Sign-In Sheet. For online services only, a detailed time log is required in lieu of the Daily Sign-In sheet.

(e) A progress report generated from SBBC's database for each student listed on the invoice.

(f) All documents or forms used to report attendance, student progress, and invoices shall remain free of white out and overwriting. Documents must be original and free from excessive strikethroughs and/or alterations of any type. Failure to provide the information as stated above will result in nonpayment of monthly invoices until all documents and/or reports adhere to the language above.

(g) The Provider shall not invoice the district for pre- and post- testing, and SBBC shall not fund pre- or post testing.

(h) The Provider shall limit tutoring to six (6) hours per week and shall not conduct tutoring beyond 8:00 p.m. Tutoring that extends beyond these limits will not be paid by SBBC.

(i) The Provider shall not provide tutoring beyond the contracted allotment and no "free hours" of tutoring will be allowed. No additional hours are permitted to be offered to students in excess of the hours written on the student's SLP. SBBC funds will be used exclusively to provide tutoring for students. Additional hours offered to parents without cost constitutes an incentive, which is prohibited by Section 1008.331, Florida Statues.

(j) Only documentation recorded on forms provided by SBBC will be paid by SBBC.

(k) The Provider will not have access to SBBC's resources (copying, office space, computer and equipment) to complete requirements related to providing SES services to students or invoicing.

2.39 Pre- and Post-Tests. All students must be administered the state approved pre-test as outlined in the Provider's state-approved application, prior to the first day of tutoring and the state approved post-test after the last session of tutoring.

(a) The Provider shall submit a summary of all pre- and post-test results. The summary must be correlated to the NGSSS as it relates to the goals and benchmarks stated in the SLP.

(b) A pre-test summary for each student must be submitted with the first invoice and a post-test summary with the invoice after the student completes the SES tutorial program. The post test summary shall also include the pre test scores.

(c) Failure to provide a pre- and post-test summary for each student will result in a fee assessment. A fee of $5.00 will be assessed for each missing or inaccurate pre- and/or post-test summary. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each pre- and/or posttest summary that is not corrected and returned within 5 days to the Title I SES office.

(d) The Provider shall only invoice for the actual time spent tutoring the student. The Provider shall not invoice the district for pre and post-testing, and SBBC shall not fund pre- or post-testing. The invoice will remain unpaid until all pre- and/or post-test summaries adhere to the language above.

2.40 Progress Report. The Provider shall provide a Progress Report **(Exhibit 11)** for each student to whom the Provider services under this Agreement. The Provider shall, on a monthly basis, send SBBC, student's school and parent(s) a written report describing the student's progress, including interim, pre and post assessment results. The Progress Report shall be legible, comprehensive and in a uniform format. The Provider shall be responsible for providing translation services whenever practicable, in the event that a parent requires translation of the student's Progress Report. The Provider shall maintain written proof of such translations.

The Progress Report must be based on the goals written in the SLP and identify specific academic progress made toward those goals. The Provider shall complete and maintain the online Progress Report in the SES database. The Progress Report must include the following information as reflected in the FLDOE requirements:

(a) Appropriate spelling & grammar usage

(b) Quantitative data and/or scores based on an assessment which reflect change in the student's performance level related to the goals set for the student

(c) Statements of relevant academic achievements related to the selected goals and objectives

(d) Appropriate and detailed parent friendly report of progress.

(e) Failure to provide the information as stated above will result in a fee assessment for each progress report that is void of the information listed. A fee of $5.00 will be assessed for each progress report declined by the SBBC. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each progress report that is not corrected and returned within 5 days to SBBC's SES office. Invoices will remain unpaid until all progress reports adhere to the language above.

2.41 Prohibition of Defaming. The Provider shall not defame or discredit the SBBC in any way. Failure to abide will result in termination of this Agreement.

2.42 Prohibition of Lobbying. The Provider shall not lobby or market on SBBC's property without permission from school administrators or the Title I office. Failure to comply will result in termination of this Agreement.

2.43 Record of Attendance. The Provider shall maintain a Daily Student Sign-In sheet and a Monthly Attendance and Payment record and a portfolio of student services.

(a) The Daily Student Sign-In **(Exhibit 12)** must include the month, name of company, student's first and last name, student identification number, location of tutorial services, first and last name of tutor, subject(s), session time(s), date of each session and the student's original signature.

(b) The daily attendance as indicated on the Daily Sign-In sheet shall be entered and maintained in SBBC's SES database and must be entered each day as services are rendered.

(c) The Monthly Attendance and Payment Record **(Exhibit 13a)** for each student tutored at a school must be maintained and submitted to the on-site SES facilitator the first of each month for the preceding month.

(d) The Monthly Attendance and Payment Record **(Exhibit 13b)** for each student tutored off school campus must be reviewed with the parent and must also contain the parent's original signature.

(e) The Provider shall submit the original Monthly Attendance and Payment Records provided by SBBC to the Title I Office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, name of school, name of the Provider and telephone number, location of tutoring services, first and last name of tutor, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The Provider is paid only for sessions students attend. The Provider shall permit access to and/or a copy of such records to SBBC upon request.

(f) Failure to provide the Monthly Attendance and Payment Record as stated above will result in a fee assessment for each Monthly Attendance and Payment Record that is void of the information listed. A fee of $10.00 per Monthly Attendance and Payment Record will be assessed for each returned Monthly Attendance and Payment Record. The Provider shall be assessed a fee of $15.00 per day beyond the 5th day for each Monthly Attendance and Payment Record that is not returned within 5 days to the parents, school and district SES office. Invoices will remain unpaid until all Monthly Attendance and Payment Record adhere to the language above.

2.44 Reimbursement for Fraud. The Provider will reimburse to SBBC, or SBBC may withhold from the Provider, the amount of any fees or penalties that are paid by SBBC to the state or federal government because of a finding in an investigation or audit by a state or federal auditor that the Provider has committed fraud.

2.45 SBBC Employee Disclosure. All SBBC employees hired by the Provider must complete the SES Provider and SBBC Employee Disclosure form **(Exhibit 14).** Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance to SBBC Rules and any governing labor contracts. The Provider agrees to submit all original signed SES Provider and SBBC Employee Disclosure forms to the Title I Office. Failure to disclose all SBBC employees will result in a termination of this contract.

2.46 SES Database. The Provider agrees to utilize SBBC's online SES database to develop the SLP, Monthly Attendance and Payment Record, progress report information and invoice. The Provider agrees to update SBBC's SES database daily as services are rendered.

2.47 Statement of Goals and Objectives. The Provider shall develop, in consultation with parents, a statement of specific goals and objectives for each eligible student whose parent elects to receive SES.

(a) The goals set forth in the SLP must address specific deficiencies of the student. All goals must be related to the NGSSS and be consistent with the students' Individual Education Plan and/or the student's 504 plan, if applicable.

(b) The Provider shall submit three (3) or more objectives on each student's SLP. Each objective must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve.

(c) The Provider must frequently monitor students' progress and make parents aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, and start and end dates. Each parent/guardian and SBBC shall approve the statement of goals for the student. The Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian. This Agreement may be terminated if the Provider is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

2.48 Student Records and Security of Records. All student records shall be kept in a secure location, preventing access by unauthorized individuals. The Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. The Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. The Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC.

The Provider shall turn over to SBBC all student records for eligible students to whom the Provider has rendered SES services if SBBC terminates this Agreement.

2.49 Subcontract and Assignment. The Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with the Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

2.50 Supplies, Equipment and Facilities.

(a) The Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her SLP. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

(b) The Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. The Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

(c) Should the Provider enter into a separate agreement with SBBC for use of SBBC school facilities, such use shall constitute a revocable license and the Provider agrees to immediately vacate the premises upon the written demand of the SBBC, Principal or Principal Designee. The Provider shall not assign more than two (2) tutors per classroom leased for tutoring, including non-district premises.

2.51 Timeline for Services.

(a) It is the intention of SBBC to release the list of eligible students to the Provider at the earliest possible date, but no later than September 25, 2012. Upon receiving the eligible student list, the Provider will consider the number of students listed and agree to notify SBBC five (5) calendar days if it wants to serve the students. If the Provider fails to notify SBBC within the five (5) day period, this Agreement will be void, and the district will remove all names assigned to the Provider.

(b) The Provider must complete the SLP agreement process and commence service with 80 percent of students on its list within 20 calendar days or by October 15, whichever date comes first. If the Provider fails to serve at least 80 percent of its students in the manner described herein, SBBC will reassign un-served students to an alternate Provider.

(c) Once the SBBC has assigned the minimum number of students per school, the Provider shall serve the students from that school, irrespective of the school's location. The Provider's failure to serve students at a location designated by the Provider shall void this Agreement with SBBC.

(d) The Provider agrees to make at least three (3) attempts to contact the parent of an assigned student. The Provider shall document such attempts in writing before the Provider indicates the student cannot be served and requests that the student be removed from their list of assigned students. Such documentation must be submitted to the Title I office.

2.52 Transportation.

(a) Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

(b) Schools must be given written notice regarding transportation agreements between parent and the Provider prior to the first day of tutoring. The written notice must include student's name, grade, school, transportation days, time, name of parent giving permission and any other pertinent or applicable information.

2.53 Tutor Training.

(a) The Provider shall maintain a Staff Training Staff Acknowledgement Form **(Exhibit 15)** for all hired tutors.

(b) The Provider shall train all tutors on the administration of the Provider's SES program and the SBBC's SES procedures as provided at the Annual Provider Meeting and Technical Assistance Meetings.

(c) The Provider must sign the tutor-training log verifying all tutors have been trained in the procedures, have signed SBBC Code of Ethics and have received the appropriate tutoring materials necessary to implement the Provider's SES program as documented on the Provider's state approved SES application.

(d) The initial tutor-training log must be submitted to SBBC no later than September 25, 2012, with additional submissions as training sessions are provided.

(e) The tutor-training log will be used by SBBC to verify that the trained tutors have been cleared through a Level II Background Check.

(f) The Provider shall submit copies of the agendas and training manuals/materials to SBBC.

(g) The training log must include all items listed on the Provider Trainer Assurance Form **(Exhibit 16).**

2.54 Tutoring Limits. The Provider shall limit tutoring to two (2) hours per day, maximum six (6) hours per week. Instruction shall only be provided beyond the regular school day. The Provider agrees to not start tutoring after 7:00 p.m.

2.55 Tutoring Services. The Provider must deliver services in compliance with the Provider's state approved application.

(a) The Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students.

(b) The Provider will ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

(c) The Provider shall provide SBBC with a list of their State approved curriculum, supplemental materials and assessments to be used by the tutors prior to the start of tutoring.

(d) The Provider will use highly qualified instructors to provide instruction as required in the Provider's SES application approved by the Florida Department of Education.

2.56 **Inspection of Provider's Records by SBBC.** Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Provider Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Provider or any of Provider's payees pursuant to this Agreement. Provider's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Provider's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Provider's Records Defined. For the purposes of this Agreement, the term "Provider's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Provider pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Provider reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute

grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Provider. If the audit discloses billings or charges to which Provider is not contractually entitled, Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Provider pursuant to this Agreement and such excluded costs shall become the liability of Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.57 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To the Provider:
The Family Preservation Project of South Florida, Inc.
Name of Other Party
3330 Northwest 9th Street
Address
Fort Lauderdale, Florida 33311
Address

With a Copy to:

Name to be provided by Other Party

Address

Address

2.58 Indemnification. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Provider: Provider agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Provider, its agents, servants or employees; the equipment of Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Provider, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party

by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is

exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 Student Records. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

This portion intentionally left blank.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Ann Murray, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROVIDER

(Corporate Seal)

The Family Preservation Project of South Florida, Inc.
Insert Full Legal Name of the Corporation, Agency or Other Legal Entity

ATTEST:

Stephenie Nealon
, Secretary

By Pamela Caston

-Or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 12th day of September, 2012 by Pamela Caston of
Name of Person

The Family Preservation Project of South Florida, Inc, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
Type of Identification

identification and did/did not first take an oath.

My Commission Expires:

Signature – Notary Public

(SEAL)

CATHY WASHINGTON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE223484
Expires 8/17/2016

Cathy Washington
Printed Name of Notary

EE223484
Notary's Commission No.

Exhibit 1

The School Board of Broward County Supplemental Educational Services

Student Learning Plan - School Year 2012 -- 2013

Contact Information

Print

Provider

Contact Person Title I SES Title

Mailing Address

Location Address

Phone#

Student **Grade**

Mailing Address

Address 1

Address 2

Phone#

Parents/Guardians

Name Relationship

Name Relationship

School Phone

Cell Phone

1. Student's Individual Goals

[redacted] 1 subject required, 2 maximum. 1st subject 3 objectives required. 2nd subject 2 objectives only.

#	Subject	Strand	Goal (Standard)	Objective 1	Objective 2	Objective 3
Edit New Delete						

Exhibit 1

2. Performance Measures For Meeting Goals

Provider will measure the student's progress in meeting the goals as follows

[Insert description - for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the goals fit with the student's IEP.]

3. Timeline for Improving Achievement

District, provider, and parent have set the following timeline for improving the student's achievement

Sessions per Week

Session Duration

Start Date

End Date

Instruction Type

Days of Week: M T W Th Fr Sa Su

Current School Year: 2012

Total # of Sessions

Start/End Time

Total Hours

Session Location: Select One

Address

City

State: FL

Zip

4. Description of Services

Provider will give the student the following educational supplemental services

[Insert general description of program & procedures, also include method of delivery for example; tutoring, small classes, etc.]

5. Communication with Parents and District

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting methods - for example; written report on monthly basis.]

6. Confidentiality

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s)

Exhibit 1

7. Signatures

We hereby certify that we have read and understand this Supplemental Educational Services Statement of Goals.

Provider

Signature	Date
Printed Name	
Title	

Parent/Guardian

Signature	Date
Printed Name	Relationship

Parent/Guardian

Signature	Date
Printed Name	Relationship

SES Facilitator

Signature	Date
Printed Name	

Other

Signature	Date
Printed Name	
Title	

Save

Exhibit 2

Teacher: < name of teacher >

The School Board of Broward County, Florida
Title I, Migrant and School Improvement
701 N. W. 31st Avenue
Ft. Lauderdale, FL 33311

Date: **May 1, 2013**

To: **Parent of Students in SES Programs**
From: **Broward County Title I Supplemental Educational Services**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May 10, 2013.** For questions regarding the survey, please call 754-321-1400.

Student name: «FirstName» «LastName» Grade level: «GrdLvl»

School: «SchoolName»

Provider name: «ProviderName»

Check location of services: School_____ Home_____ Provider Facility_____ Public Facility_____

Subject(s) tutored by provider: «Subject» «Subject»

On a scale of 1 to 3, **whereas 1 is "Unsatisfactory," 2 is "Satisfactory" and 3 is "Outstanding",** please **circle the number** that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section.

Questions	Circle one: Unsatisfactory	Satisfactory	Outstanding	Don't know
1. Did the provider give you and your child regular feedback on his or her learning? Comments:_____	1	2	3	☐
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments:_____	1	2	3	☐
3. Were you satisfied with the provider's instructors? Comments:_____	1	2	3	☐
4. As a whole, were you satisfied with the quality of the services your child received? Comments:	1	2	3	☐
Parents of students with disabilities *only.* This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS): 5. Were the services given to your child consistent with your child's IEP or IS?	1	2	3 Comments:	☐
Parents of English-Language learners *only.* This question is only for parents of English-language learners: 6. Were the services given to your child appropriate for an English language learner?	1	2	3 Comments:	☐
Parents of English-Language learners *only.* This question is only for parents of English-language learners: 7. Did the provider give notices, letters, and other information in your language?	1	2	3 Comments:	☐

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

SES Provider: _____ Date of Observation: _____

School Site/Tutoring Location: _____ Begin Time: _____ End Time: _____

SES District Representative (Observer): _____

SES Tutoring Services

SES Facilitator's Name: _____ On site? Yes ❑ No ❑

Provider's Lead Teacher's Name: _____ On site? Yes ❑ No ❑

Name of Tutor(s)	Number of Students	Grade Level(s)	Subject Area	SLP Goals Targeted	Tutoring Location

PROGRAM MANAGEMENT/COMPLIANCE	**Comments**
1. Tutor/Provider staff is wearing appropriate vendor badge. Yes ❑ No ❑ NA ❑	
2. Provider's staff is on site before delivery of services and assumes responsibility of students before tutoring session. Yes ❑ No ❑ NA ❑	
3. Arrival, Dismissal and Emergency procedures are in place. Yes ❑ No ❑ NA ❑	
4. Snacks are provided outside of contracted tutoring time. Yes ❑ No ❑ NA ❑	
5. Procedures are in place for delivery of services if tutor is late or absent. Yes ❑ No ❑ NA ❑	

DELIVERY OF INSTRUCTION	**Comments**
Tutoring sessions begin and end as indicated on the SLP. Yes ❑ No ❑ NA ❑	
Students are supervised during SES instructional time. Yes ❑ No ❑ NA ❑	
Tutor is prepared with materials and begins on time. Yes ❑ No ❑ NA ❑	
Instructional materials are available for all students. Yes ❑ No ❑ NA ❑	

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

Instructional materials are individualized to students' academic needs.	Yes ❑	No ❑	_____
Tutor interacts with students, provides feedback, and manages student behavior.	Yes ❑	No ❑	_____
Tutor uses appropriate instructional strategies which are appropriate to the students' needs.	Yes ❑	No ❑	_____
Students are engaged and are able to ask questions.	Yes ❑	No ❑	_____
Make-up sessions are available for students who miss sessions.	Yes ❑	No ❑	_____

Student Records			**Comments**
Emergency Contact cards and release information is available.	Yes ❑	No ❑	_____
The emergency plan is available.	Yes ❑	No ❑	_____
Student Learning Plans are available.	Yes ❑	No ❑	_____
Broward County student daily sign-in sheets are evident and in use by students.	Yes ❑	No ❑	_____

Comments and Interviews

_____

_____

_____

_____

Follow-up monitoring visit recommended	Yes ❑	No ❑	
Monitoring visit discussed with Provider	Yes ❑	No ❑	Date: _____

_____ _____

Observer's Signature Date

Exhibit 4

School Board of Broward County (SBBC)
Supplemental Educational Services

Student Learning Plan (SLP)
Evidence of Attempts to Consult with Parent Form
2012-2013

Student Name: _____ ID Number: _____

School: _____ Grade: _____

Name of Provider (Print): _____

As a Provider you are required to make reasonable efforts to contact the parents of the above-named student regarding SLP consultation (three different attempts shall be considered reasonable). However, if after three attempts, you are unable to contact his/her parents unable to conduct a face-to-face meeting, or have consulted with the parent but have been unable to secure their signature; you may develop the SLP and submit this page to the Title I office for a "pending approval" status by indicating below the type of attempts and the dates when they occurred. The parent's signature must be secured on the SLP prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent and a "final approval" awarded.

FIRST ATTEMPT (Insert a √ in the appropriate column)					**SECOND ATTEMPT (Insert a √ in the appropriate column)**					**THIRD ATTEMPT (Insert a √ in the appropriate column)**				
Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe

I, as an authorized representative of _____(company's name), certify that the above information is true and accurate to the best of my knowledge and the parent(s) of the above-named student will be provided with a copy of the approved SLP and the Provider's contact information if the parents wish to discuss the plan.

Provider Representative Name: _____ Date: _____
(Print)

Provider Representative Signature: _____

Exhibit 5

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Waiver Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY **SBBC EMPLOYEES**	PRINT ALL INFORMATION		
LAST NAME	**FIRST NAME**	**Badge Expiration Date**	**Name of School or Work Location**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			

Exhibit 6

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY NON-SBBC EMPLOYEES	PRINT ALL INFORMATION			
LAST NAME	FIRST NAME	Badge Expiration Date	Date of Birth (MM/DD/YYYY)	Social Security #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				

Exhibit 7

Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County 2012-13

Please be reminded that STATE APPROVED SES PROVIDERS and their staff serving Broward County Schools must adhere to the following Code of Professional Conduct and Ethics regarding Supplemental Educational Services (SES):

* SES Providers **shall not** compensate district employees personally in exchange for providing access to facilities, providing student lists, assisting with marketing or student recruitment to promote enrollment in a provider's program.

* SES Providers **shall not** request from district employees a list of students eligible to receive services, as this information would identify a student as eligible for Free and Reduced Lunch, which is in violation of the Family Educational Rights and Privacy Act (FERPA).

* SES Providers **shall not** employ district employees in the capacity of principal, assistant principal, district administrator, or SES Coordinator.

* SES Providers **shall not** pay school based SES facilitators to be facilitators for the provider.

* SES Providers **shall not** hire school personnel for any purpose other than instruction-related services (Tutor) or company/provider program coordinator (Provider Lead Tutor).

* SES Providers **shall not** offer parent or student any form of incentive for signing-up to receive services. Simple door prizes of a nominal value (approximately $5.00 per prize) and refreshments can be offered to potential students and their families, while attending school/district based informational sessions.

* SES Providers **shall not** overwhelm principals and school staff with e-mails or personal visits to discuss leases, student sign-up, hiring teachers and presentation of curriculum. Providers are encouraged to follow the district's process of contacting schools for information.

* SES Providers **shall not** distribute or make arrangements with school administrators, teachers or school support staff to send home, via backpack or mail, the Broward School's SES Enrollment Forms that has a provider's name pre-printed or handwritten as part of the form or flyers endorsing a specific SES program.

* SES Providers **shall not** use school staff to market or promote their program to parents or students.

* SES Providers **shall not** modify any SES enrollment form completed by a parent.

* SES Providers **shall not** pre-print, photo copy, modify or distribute the enrollment form with the provider's name.

* SES Providers **shall not** mislead parents regarding the enrollment process.

• SES Providers **shall not** contact parents on behalf of the district to inform them about SES services

* SES Providers **shall not** submit enrollment forms to the district office. All enrollment forms must be returned to the school. School staff will submit forms to the Title I Office.

* SES Providers **shall not** mislead parents regarding the number of hours of service available based on the per pupil allocation and the published rate per hour.

* SES Providers **shall not** post signs, pass out flyers or implement any other marketing strategies on school or district property, as this creates a disruption, which prevents the school from operating in a safe and orderly manner.

* SES Providers **shall not** create or pass out flyers/signs that has school or district information that is inaccurate or suggests that the District is promoting an SES Provider's company.

* SES Providers **shall not** misquote or misrepresent District or school staff.

* SES Providers **shall not** encourage students/parents to switch Providers once enrolled. A student is considered enrolled once the District has issued the formal student / Provider list.

* SES Providers **shall not** implement a rewards program for attendance and/or achievement that is not part of the provider's state-approved program (rewards for student's performance up to $50.00 can be offered per student per year).

* SES Providers **shall not** interact with each other in an unprofessional manner in the presence of students, parents, school personnel, and district personnel during district and school sponsored activities.

ACKNOWLEDGEMENT OF RECEIPT OF THIS CODE OF PROFESSIONAL CONDUCT AND ETHICS FOR STATE APPROVED SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

Signing this form, acknowledges that I (representative of this company) have read the Code of Professional Conduct and Ethics regarding SES and agree to comply with these requirements. This company will also ensure that all employees and contracted entities are informed about their obligations in meeting the above Code of Professional Conduct and Ethics.

Signature of SES Provider's Representative	Print name of representative
Company Name of SES Providers (print)	Date

Form is due prior to October 15, 2011.
Originals only. Will not accept faxed or e-mailed copies.
Blue ink preferred for signature.

Exhibit 8

Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers 2012-13

1. Employees shall not campaign, recruit, solicit for, or otherwise work for the purpose of gaining students for the provider during hours of employment by the district. This includes talking to parents about a specific provider and the provider's program.

2. District employee shall not represent an SES provider during parent/student night, school functions at which the employee is required to attend by the district, or other school activities.

3. Employees shall not have access to student lists, phone numbers, free/reduced lunch lists, or other student information at any time to be used for the purpose of recruiting students for an SES provider. This is a violation of the Family Educational Rights and Privacy Act (FERPA).

4. Employees shall not use district materials and supplies, such as paper, pencils, books, computers, application software, printers, crayons, etc. for the purpose of administering the SES program, without prior written permission.

5. Employees of SES providers shall not have access to copiers, phones, or other equipment owned, leased or operated by the Broward County School District, even if the tutor is a Broward County School District employee.

6. District employees are not necessarily able to tutor in the classroom they are assigned to during the regular school day. Providers can request space at the school. Principals (with input from Area Offices) make the decision as to whether there is space available. Principal determines where the provider will be placed in the school.

7. SES providers are required to supply their tutors with all materials needed to implement and deploy the program described in the provider's request for application to the State of Florida.

8. Distribution of materials by providers to school staff requires the permission of the Principal of the school. Distribution of these materials can only take place before or after regular school hours.

9. Teacher or other employees shall not tutor any student who is assigned to that teacher during the regular school day, unless specific permission has been given by the district's SES office.

Signing this form, acknowledges that I have read the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers and agree to comply with these requirements.

Signature of SES Employee	Print name of Employee
Name of SES Company (print)	Date

SES Provider is responsible for retuning this form to the Title I Office within one week of employing a Broward School District employee. Failure to comply will result in termination of Provider's contract with SBBC.

Exhibit 9

School Board of Broward County, Florida
Personnel Hiring Guidelines for SES Providers

Criminal Records including Guilty Pleas (Regardless of Adjudication),
No Contest Pleas, Pre-trial Intervention/Diversion

This is not intended to be a complete list of all disqualifying criminal offenses.

I. Will Not Hire

- Extreme Violence (Aggravated assault/aggravated battery, murder, attempted murder)
- Sexual Offense (Lewd and Lascivious – Sexual Battery, Rape, Sex with a minor)
- Kidnapping
- False Imprisonment
- Child Abuse
- Pornography
- Extortion
- Manslaughter (Including Vehicular Homicide/Involuntary)
- Indecent Exposure if sexual in nature
- Currently on probation or has a case pending that is a DUI or criminal in nature

II. Will Not Hire – if offense less than 10 years old. Will consider and carefully review if older than 10 years

- Felony drug use
- Grand theft/robbery
- Burglary
- Felony Battery/assault
- Felony possession of a concealed weapon
- Welfare/Unemployment Fraud
- Forgery
- Arson
- Prostitution or Solicitation of Prostitution
- Grand larceny
- Other felonies not mentioned in Section 1

III. Will Not Hire – If offense is less than 5 years old. Will consider and carefully review if older than 5 years

- Multiple DUI's
- Misdemeanor drug and/or paraphernalia
- Possession of concealed weapon – misdemeanor
- Battery/Assault
- Resisting arrest with violence
- Domestic Violence

IV. Judgment – case by case review

- DUI – one incident only
- Sale of alcohol to minor
- Worthless checks
- Disorderly conduct
- Multiple criminal offenses
- Petty theft (theft to deprive/retail theft/shoplifting
- Trespassing/Loitering
- Arrest without violence
- Larceny
- Other criminal offenses

Exhibit 10

School Board of Broward County
2012 – 2013 Supplemental Educational Services
Invoice Cover Form

Directions: **Information on this form must be typed and signed in blue ink by the authorized representative of the SES Provider Company.**

Company Name: _____

To: Title I Office
701 NW 31st Avenue
Fort Lauderdale, FL 33311

Attn: Title I/SES Bookkeeper

Contact Person for invoice_____

Provider Phone #: ( ) _____

Provider Fax #: ( ) _____

Invoice Number: _____

Date: _____

Service Period (Month/Year)	Services Rendered	Title I use only
	Invoice Amount: $_____	Total Amount to be Paid $ _____
	Adjustments Hours of services will be removed and the invoice adjusted if the tutor(s) listed on the Monthly Attendance and Payment Record was/were not cleared prior to providing services, students did not sign the daily sign in sheet or the information is on the sign in sheet is missing or wrong, and/ or white out was used on any forms used for invoicing purposes. In addition, per the 2012 -2013 Agreement for Supplemental Educational Services (SES) Providers, the fees outlined below will be deducted from the invoice amount, if applicable. **SBBC reserves the right to withhold payment if a review reveals that the Provider has submitted overcharges.**	Original Invoice Amount: $ _____ Less Adjustments: $ _____ Total Amount: $ _____

Title I Use Only
If applicable, per the 2012- 2013 Agreement for SES Providers, the following fees will be assessed.

Adjustment(s)	Fee(s)	
Invoice submitted after the last day of the billing month	$ 60.00	
Invoice received 15 calendar days after the last day of the billing month	$ 10.00 per day	(10 X _____ day(s) = $_____ Total)
Invoice resubmitted due to errors (1st time)	$ 60.00	
Invoice resubmitted after the 5th business day of notification	$ 10.00 per day	(10 X _____ day(s) = $_____ Total)
Invoice resubmitted more than once	1% of the total invoice amount	(2% X _____ Total invoice = $_____ Total)
Incorrect/Missing attendance records, student sign-in sheets/ progress reports/test summary sheets	$ 5.00 per item	(5 X _____ per student = $ _____ Total)
Other fees:		

Please remit payment to:

Company Name: _____

Address: _____

City/State/Zip Code: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Exhibit 11

Broward County Schools Supplemental Educational Services
Progress Report 2012 – 2013

First	Last	Grade	Number	School	Provider

Year	Test	Sub Test	Score

Tier I Name	Subject	Tier I Level	Pre Score	Post Score	Net Score

Date	Subject	Strategy	Measurement	Number	Provider

Subject	Type	Strand	Goal	Objective	Targeted Area	Mastered
						☐
						☐
						☐

Exhibit 12

The School Board of Broward County, FL
Supplemental Educational Services

Daily Student Sign-In
2012-13

Month: _____

Company's Name: _____

Student's Name: _____ ID# _____

Location of Tutorial Services: _____

Name of **Tutor:** _____

Subject (1) **(circle only 1): Reading Math Science** **Session Time:** _____ to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

Subject (2) **(circle only 1): Reading Math Science** **Session Time:** _____ to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

	Student Signature	**Date**	**Subject (R, M, S)**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

***Do not include free tutoring sessions on this attendance sheet.**

Exhibit 13a

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County, FL

Title I, Migrant & Special Programs Department

Monthly Attendance & Payment [...] [Print]

First	Last	Student#	Addr1	Addr2	School	Tel#	Grd

Provider	Tutor Location	Street	City	State	Zip

Tutor Name | **Begin Date** | **End Date**

Indicate Math(M), Reading(R), and/or Science(S) for each day tutoring occurred. A minimum of 60 minutes per subject, round to the nearest 30 minutes. Invoice and attendance must be submitted by the 15th of the following month. One submittal per month.

1 M R S	2 M R S	3 M R S	4 M R S	5 M R S
6 M R S	7 M R S	8 M R S	9 M R S	10 M R S
11 M R S	12 M R S	13 M R S	14 M R S	15 M R S
16 M R S	17 M R S	18 M R S	19 M R S	20 M R S
21 M R S	22 M R S	23 M R S	24 M R S	25 M R S
26 M R S	27 M R S	28 M R S	29 M R S	30 M R S
31 M R S				

Calculate Attendance | Save | Delete Month

Minutes Remaining

Last Session Date

0.10000 Hourly Rate

Maximum Allowed Amount Used Balance

Use Minutes Remaining

I certify, under penalty of perjury, that the above information is true and correct

Print name of parent or SES facilitator _____ Date _____

Signature of parent or SES facilitator _____

Signature of SES provider _____ Print NOT SAVED

Exhibit 13b

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
2012 - 2013 SES Monthly Attendance & Payment Record

Student's name: _____ **Date**_____

Student Number: _____ **School:** _____

Student's address: _____

Tutoring Location other than school:_____

SES Provider: _____ **Tel. #** _____

Beginning Date:_____ **Ending Date:**_____

Instructor's name: _____

1. Indicate (M)-Math, (R)-Reading, (S) Science 2. Enter length of each session 3. Tutor must initial each attendance date

Submit one record per month.

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	**Month:**_____			

Tutor Schedule: M T W T F S Sun (CIRCLE Tutoring Days)

Total Attendance: _____Hours _____Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Print name of parent: _____ Date_____

Signature of Parent: _____

Signature of SES Provider:_____

8/8/2012 – Title I Office

Only for in-home, provider or community facility tutorial sessions

Exhibit 14

2012 – 2013 SES Provider and School Board of Broward County (SBBC) Employee Disclosure

SBBC Policy 4202 – TUTORING states: BY MAINTAINING A HIGH QUALITY INSTRUCTIONAL STAFF AND PROVIDING A RICH, VARIED CURRICULUM, THE NEED FOR INDIVIDUAL TUTORING SHOULD BE MINIMIZED. EVERY EFFORT SHOULD BE MADE BY THE PRINCIPAL AND TEACHER(S) TO HELP THE STUDENT WITH EDUCATIONAL PROBLEMS BEFORE RECOMMENDING THAT PARENT(S) ENGAGE A TUTOR. IN ORDER TO COVER EXCEPTIONAL CASES WHERE IT MIGHT BECOME NECESSARY TO RECOMMEND INDIVIDUAL TUTORING, RULES AND REGULATIONS SHALL BE ESTABLISHED BY THE SUPERINTENDENT TO PROTECT BOTH THE SCHOOL BOARD OF BROWARD COUNTY AND TEACHER(S) FROM CHARGES OF CONFLICT OF INTEREST. THESE RULES AND REGULATIONS SHALL BE IN ACCORDANCE WITH ACCREDITATION STANDARDS FOR FLORIDA SCHOOLS, FLORIDA STATE BOARD OF EDUCATION ADMINISTRATIVE RULES AND/OR FLORIDA STATUTES.

RULES

1. A teacher may not receive compensation for tutoring any student while that student is assigned to one of his/her classes.

2. A music instructor may give private lessons to his/her own student(s) when other qualified tutors on the school's staff are not available in that subject area.

3. Broward teachers who receive compensation for tutoring shall not use public school facilities for such purpose. Private instruction by music instructors shall be an exception to this rule. Said instructors who tutor students in music in a SBBC facility must complete and have on file with his/her principal a rental lease agreement pursuant to the provisions of the Board Policy 1341 and a weekly schedule of lessons. The music instructor's fee for tutoring shall be established by the Superintendent in a schedule that shall be reviewed annually.

4. Individual tutoring for compensation by SBBC teachers shall not take place during the school day.

5. Work completed under private instruction shall not be accepted for credit unless strictly in accordance with Accreditation Standards for Florida Schools, Florida State Board of Education Administrative Rules and/or Florida Statutes. Parents shall be advised that individual tutoring shall not provide credit. If parent(s) persist in such assumption, the teacher shall not be held responsible.

6. Non-School Board guest clinicians/consultants may be used periodically and shall only be compensated pursuant to the provisions of the Board Policy 6302 - Use of Consultants. Board employees shall not request or receive money from students/parents to pay for said clinicians/consultants. Booster clubs may be requested to fund these activities pursuant to the school's internal account dollars.

7. The Superintendent is authorized to develop procedures to implement this policy.

_____, an approved SES Provider, acknowledges that it has engaged the services of _____, an employee of the SBBC, to provide SES to eligible students on behalf of the Provider in association with the 2012 - 2013 Contractual Agreement for SES Providers entered between the Provider and SBBC. Any activity conducted by the employee on behalf of the Provider shall occur during non-school board hours. SBBC shall not be considered a party to any employment agreement between the Provider and employee; however, the employee must conform to all SBBC Rules governing the conduct of it's SBBC employees at all times. Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance with the SBBC Rules and any governing labor contracts.

Each Provider shall be responsible for obtaining the original signed 2012-2013 SES Provider and SBBC Employee Disclosure Form for each SBBC employee who is also employed by the Provider.

_____	_____	_____
(Print Employee Name)	(Employee Signature)	(Date)

_____	_____	_____
(SES Provider Company)	(Name and Title of Provider Representative)	(Date)

Exhibit 15

School Board of Broward County (SBBC)
Supplemental Educational Services
Provider Staff Training Acknowledgement Form 2012-13

Please print or type the following information:

Name of Provider: _____

Name of Staff: _____, _____
Last First

Job Title: _____

I have been trained in

- ☐ SBBC Procedures and Guidelines for the Implementation of SES Program
- ☐ SBBC Code of Ethics and Conduct
- ☐ Child Abuse Reporting
- ☐ Accident/Incident Reporting
- ☐ Confidentiality of Student Information
- ☐ SBBC Emergency Procedures
- ☐ Student Emergency Contact Information
- ☐ Student Dismissal Procedures
- ☐ Student Sign In/Sign Out Procedures
- ☐ Student Attendance Recording
- ☐ Student Learning Plan (SLP) and Progress Report
- ☐ Pre-and Post-Assessment Procedure and Reporting
- ☐ Provider's SES Program and Curriculum
- ☐ Usage of Supplies and Equipment – I will only use supplies or equipment that belongs to the provider or myself.
- ☐ Instructional Materials and Supplies
- ☐ District Requirements and Procedures for Fingerprinting/Background Screening Clearance
- ☐ All State Mandated Training

Place Copy of SES Staff Identification Badge Here

- ✓ Badge must include:
- ✓ Name
- ✓ Title
- ✓ Photo
- ✓ Name of the Company
- ✓ Current School Year

I acknowledge that I have received training in all areas listed above. ☐Yes ☐No
I meet the educational requirements to work for this company under the capacity of:
☐ Employee ☐Tutor ☐Volunteer ☐Other_____
I have received instructional materials for program implementation (tutors only). ☐Yes ☐ No

_____ _____
Staff Signature Date

Staff Phone Number: _____ E-mail:_____

Provider Use Only:

I verify that the staff member named above has been properly trained in all areas checked. I understand that the staff will not begin offering services until approval is received from the SBBC NCLB Parental Choice Options office.

_____ _____ _____
Provider representative Name & Title (print or type) Signature Date

Exhibit 16

The School Board Of Broward County (SBBC)
Supplemental Educational Services (SES)
Provider Training Assurance Form 2012-13

Please print or type the following information:

Name of Provider: _____

As the authorized representative for this Provider, I certify that all the staff has been trained in the following areas:

1. SBBC Procedures and Guidelines for the implementation of SES Program
2. SBBC Code of Ethics and Conduct
3. Child Abuse Reporting
4. Accident/Incident Reporting
5. Confidentiality of Student Information
6. SBBC Emergency Procedures
7. Student Emergency Contact Information
8. Student Dismissal Procedures
9. Student Sign In/Sign Out Procedures
10. Student Attendance Recording
11. Student Learning Plan (SLP) and Progress Report
12. Pre- and Post-Assessment Procedures and Reporting
13. Provider's SES Program and Curriculum
14. Usage of Supplies and Equipment
15. Instructional Materials and Supplies
16. District Requirements and Procedures for Fingerprinting/Background Screening Clearance
17. All State Mandated Training

I also acknowledge that:

- ✓ No SES will be delivered by tutor prior to the tutor receiving background and drug screening clearance from SBBC.
- ✓ Instructional materials for program implementation were provided for all tutors.

I certify that I am an individual authorized to act on behalf of the organization or referenced above in submitting this Assurance as indicated on **Exhibit ?** and that all the information provided herein is true and accurate to the best of my knowledge. I verify that the attached list contains the name and title of all staff members that have been trained in all areas indicated above. I understand that the staff will not begin offering services until approval is received form SBBC Title I SES office. I further certify that this organization will continue complying with all staff training requirements during the duration of the services stipulated in the contractual agreement with SBBC, and that newly hired staff will be trained within 30 days of employment with this organization.

Provider Representative Name & Title (print or type)	**Signature**	**Date**

Print Form

AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER

THIS AGREEMENT is made and entered into as of this 16th day of October, 2012, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

The Literacy Through Sports Foundation, Inc.
(hereinafter referred to as "Provider"),
whose principal place of business is
1510 N. W. 179th Terrace, Miami, FL 33169.

WHEREAS, SBBC is authorized by state and federal laws to enter into an agreement with the state-approved Supplemental Educational Services (SES) Providers for the aforementioned purpose; and

WHEREAS, the Provider is willing to provide SES to eligible students as agreed upon in the Student Learning Plan (SLP) **(Exhibit 1),** and eligible students are those students who have been identified by the SBBC and who meet specific requirements under State Statutes, and Title I; and

WHEREAS, the Provider desires to enter into this Agreement with SBBC, for the purposes of providing SES in compliance with applicable laws; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, the Provider has been approved by the State of Florida Department of Education (FLDOE) and has met the qualifications to be certified as an SES Provider; and

WHEREAS, the Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, the Provider is financially sound and otherwise capable of fulfilling its requirements to the SBBC, students and parents during the term of this contract; and

WHEREAS, 1008.331, Florida Statute outlines the following requirements for SES;

(a) Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Student Learning Plan how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);

(b) Requires the Provider to continue to provide SES to eligible students who are receiving such services until the designated end time as indicated in the SLP. SBBC cost shall not exceed the per student allocation based on the final award of funds from the Florida Department of Education and is subject to change.

(c) Requires a description of how the district, the student's parent(s) and teacher(s) will be regularly informed of the student's progress.

(d) Requires a provision for the termination of the Agreement if the Provider is unable to meet the goals and timetables required.

(e) Requires provisions with respect to making payments to the Provider by SBBC.

(f) Prohibits the Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

(g) Requires the SBBC to prioritize to the lowest performing students if there are not enough funds to provide services to all eligible students whose parents request the services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

2.02 Duration. The Provider will provide SES for the 2012 – 2013 school year with such services to be provided to eligible students upon approval by SBBC. The Provider must be able to provide services no later than October 15, 2012, contingent upon their receipt of their SBBC approved student enrollment list at least 20 days prior to the start date. In the event that the Provider's SES Agreement is approved by SBBC less than 20 days prior to October 15, the

Provider shall be afforded no less than 20 days from the date SBBC assigns students to the Provider to begin delivering services. If the Provider fails to start tutoring with at least 80% of students that SBBC assigns to the Provider, SBBC will reassign any students that have not started tutoring within 20 calendar days. Tutorial services must be completed by Sunday, March 31, 2013 unless otherwise agreed upon.

2.03 Evaluation/Follow-up Method. Evaluation of the Provider **(Exhibit 2)** shall be provided by SBBC to parents of students enrolled in SES. The SBBC will provide further evaluation of the Provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.04 Extent. The SES tutoring program shall be offered Sunday through Saturday as indicated on the Provider's state approved application. Length of sessions shall be offered as indicated on the SLP and the Provider's state approved application.

2.05 Location. All tutoring locations and sessions as described under the terms of this Agreement must be located and performed within Broward County, Florida.

2.06 Monitoring of the SES Program. SBBC's SES staff will monitor the Provider at various school locations and off-campus facilities where SES services are rendered. The SES staff will use the Supplemental Educational Services (SES) Monitoring Tool for Providers **(Exhibit 3)** to monitor the SES Provider's tutorial program at various school locations.

2.07 Parent/Guardianship. For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 Program Description. SES provides additional tutoring for the lowest performing students attending an eligible Title I school in grades K-8. Only Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire SBBC teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Parents may only select Providers on the state approved list for SES.

2.09 Reassignment of Students. A student who has been assigned to a Provider for twenty (20) calendar days who does not have an SBBC-approved Student Learning Plan will be reassigned to the parent's next choice of Provider. Further, a student who has an approved Student Learning Plan, but is not being actively tutored within twenty (20) calendar days of the enrollment with said company will be reassigned to the parent's next choice of Provider.

2.10 Request for Application (RFA) Process: The Provider will implement its SES program in accordance with all provisions of the application submitted by the Provider and approved by the FLDOE under the annual RFA process. These provisions include, but are not limited to, hourly rates, student/tutor ratios, staff qualifications and tutoring session duration. The Provider will submit to SBBC a hard copy and an electronic copy of its state-approved SES application.

2.11 Right to Withhold. SBBC may withhold payment to the Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC, the:

(a) Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.

(b) Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its SES program, work, or records.

(c) Provider has failed to submit the invoice to SBBC within 45 days of rendering SES services.

If SBBC gives notice of intent to withhold, the Provider shall have ten (10) working days from the day of receipt of said notice to correct such deficiencies and/or may invoke the dispute resolution provision herein.

2.12 Student Learning Plan (SLP).

(a) The SLP must be developed by the Provider, in consultation with the parent/guardian and SBBC, for each eligible student whose parent/guardian elects to receive SES. The Provider may utilize district assessment scores if scores are available for each eligible student whose parent elects to receive SES from the Provider. If SBBC's data and the Provider's pre-assessment identify different needs, the achievement goals and objectives should be revised in the SLP to reflect the needs identified through the Provider's pre-assessment. An SLP may not be submitted to SBBC for final approval until the Provider has met with the parents to discuss the student's present academic performance and a detailed description of the methods and strategies of tutorial instructions has been shared and reviewed by the parent.

(b) The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation Sunshine State Standards (NGSSS). In case of a student with disabilities, these goals must be consistent with the student's Individualized Education Program (IEP) under the Individuals with Disabilities Education Act (IDEA) or the student's 504 Plan (if applicable). The goals must also target the specific benchmarks as tested on the Florida Comprehensive Assessment Test (FCAT). The Provider shall submit three (3) or more objectives on each student's SLP. The Provider must frequently monitor students' progress and make students aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, start and end dates.

(c) The Provider agrees to complete SBBC's online SLP for each student assigned. The parent, Provider and SBBC must sign the SLP before tutoring services may begin. If a parent's signature cannot be obtained, the Provider agrees to submit the SLP and the Evidence of Attempt to Obtain a Parent Signature **(Exhibit 4)**. The SLP will be given a "pending approval" status prior to the beginning of tutorial services. The parent's signature must be secured on the SLP

prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent with an original parent signature.

(d) The SLP must be submitted to the Title I office at least five (5) business days prior to the start date for approval. The Title I SES staff must approve the SLP before tutorial services may begin. Any students without an approved SLP within twenty (20) days of assignment to a Provider will be removed from the Provider's list and reassigned to the parent's next choice. Changes in any SLP may only be made with the written consent of the parent/guardian in consultation with the Provider and approved by SBBC. The Provider, SBBC or parent/guardian may request a review of a SLP. The SBBC reserves the right to require modifications to the SLP. The Provider shall obtain written authorization from SBBC before terminating any SLP.

(e) Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate SBBC financially, nor shall SBBC incur any obligations or expense in excess of the per pupil allocation as determined by the FLDOE. The allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(f) The student's name and identification number must be printed on each page of the SLP.

(g) The Provider agrees to give a copy of the SLP signed by the parent to the SES facilitator for all assigned students.

2.13 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on June 28, 2013.

RESPONSIBILITY OF THE PROVIDER:

2.14 Access to Records. The Provider shall provide access to its facilities for periodic monitoring of each student's instructional program. SBBC representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview providers, and review students' progress including the behavior intervention plan, if any.

The Provider shall provide access to records or reports, or other matters relating to the Agreement, upon request by the SBBC or appropriate federal agency. During the term of this agreement, and for five years thereafter, the Provider shall maintain detailed records of all services rendered pursuant to this Agreement, including student eligibility information, employee records, progress reports, lesson plans, invoices and all other documentation associated with providing SES to eligible students in the SBBC.

2.15 Accident/Incident Report.

(a) The Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. The Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

(b) The Provider must train all tutoring personnel in appropriate procedures for handing and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

(c) The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.16 Background Screening. The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

(a) All current SBBC employees hired by a SES Provider must secure a vendor badge for that company. The Provider must submit to the Title I Office a clear copy of the current vendor badge and complete the Background Check Waiver Form for SBBC Employees **(Exhibit 5)**.

(b) All non-SBBC employees must secure a vendor badge. The Provider must submit to the Title I Office a clear copy of the current vendor badge and also complete the SES Background Check Form for non-SBBC Employees **(Exhibit 6).**

(c) All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep updated background check forms and vendor badges on file with the Title I office throughout the terms of this agreement will result in nonpayment for services rendered and termination of this contract agreement.

2.17 Background Screening for On-line Services.

(a) Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The Provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statues.

(b) If the Provider fails to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Provider agrees to indemnify and hold harmless the SBBC; it's officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.18 Child Abuse Reporting.

(a) The Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. The Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Provider agrees that all staff members will abide by such laws in a timely manner.

(b) The Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under the Provider's supervision.

2.19 Code of Conduct.

(a) The Provider shall abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County **(Exhibit 7)** provided by the SBBC. The Provider and its employees are required to complete and submit the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County prior to the beginning of services.

(b) The Provider shall have all SBBC employees hired complete the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers **(Exhibit 8).**

(c) Administrators cannot be hired or compensated by the SES Provider. The Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers provided by the SBBC must be submitted prior to the start of tutorial services.

(d) Failure to abide by the Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County will result in a termination of this contract.

2.20 Compensation.

(a) The cost of tutorial services shall not exceed the per pupil allocation amount of $1147.00. This allocated amount is based on the final award of funds by the FLDOE and is subject to change.

(b) The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on the Provider's approved SES application with the FLDOE. The Provider will receive payment when tutorial services for which payment is requested have been performed satisfactorily in full and verified.

(c) SBBC is not obligated to pay for unsatisfactory services. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

(d) The Provider must provide services for students only provided by SBBC. Payment will not be rendered for students that are not approved by the Title I office.

(e) The Provider shall limit tutoring to two (2) hours per day and a maximum of ~~to~~ six (6) hours per week. Instruction shall be provided beyond the regular school day. Tutoring that extends beyond six (6) hours per week will not be paid by SBBC. The Provider will be paid only for sessions students attend.

(f) The SBBC is not obligated to communicate or render payment to any third person or entity.

2.21 Compliance with Policies and Laws. The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement. The Provider must also ensure that the SES is in compliance with federal/state laws and District

Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

2.22 Confidentiality of Student Records. The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.23 Conflict of Interest. The Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. The Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.24 Contact Parents. The Provider must immediately contact the parent of any student who misses two or more days. The Provider must implement interventions for students who are habitually absent. Additionally, upon a student's completion of his/her SES program a parent shall be contacted by the Provider and informed of the program's completion.

2.25 Control of Students.

(a) The Provider, while providing services, shall be responsible for the control and safety of students from the time the student arrives for services until the student is placed under control of the parent/guardian or other approved caregiver, at the end of service. The Provider must escort all students to the proper caregiver or approved means of transportation at the end of the service. The Provider must check the ID of the person picking up the student to make sure it matches an individual allowed to care for that child.

(b) The Provider is obligated to supervise its students and employees before, during and after the provision of SES. All supervision and care is at the expense of the Provider. This Agreement may be cancelled if the Provider fails to supervise its students and employees.

(c) If the District, Principal or Principal Designee becomes aware of an instance when the Provider has failed to properly supervise its students or employees at the school, SBBC, Principal or Principal Designee will give written notice to the Provider. The Provider will have twenty-four (24) hours to correct the problem. If the Provider fails to correct the problem within twenty-four (24) hours from receipt of the Principal's notice, then the Principal is authorized to cancel the facilities Agreement without further notice.

2.26 Delivery Model. The Provider shall be secular, neutral, and non-ideological in instruction and content. The Provider shall assume responsibility for supervision and care of students during the times that students are in its care and will further ensure that students are supervised before and after SES tutoring sessions have been completed. All supervision and care is at the expense of the Provider.

2.27 Disputes. Disputes between the SBBC and the Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31st Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.28 Facility Access. The Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview the Provider, and review each student's progress. The Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.29 Hired Staff and Tutors. All hired staff and/or tutors shall meet all required background and fingerprinting laws. Official SBBC vendor badges and copies of the badges must remain updated and on file in the Title I office. Failure to keep ID files updated and submitted to the Title I office throughout the terms of this Agreement will result in nonpayment for services rendered and termination of this Agreement.

Due to the inability of an international background check to be completed by the Florida Department of Law Enforcement, Federal Bureau of Investigation, or other United States law enforcement agency, no tutors residing outside of the United States will be permitted to tutor in Broward County. The Provider is required to hire a lead teacher at all sites with more than twenty (20) students. The Provider agrees to abide by the SBBC's Personnel Hiring Guidelines for SES Providers **(Exhibit 9).** Failure to abide by the Personnel Hiring Guidelines will result in a termination of this contract.

2.30 Incentives. The Provider must limit student incentives as follows:

(a) Must not exceed a total of fifty dollars ($50.00) per student for all incentives;

(b) Incentives must be earned by achievement or attendance;

(c) The Provider may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign-up. Only students assigned to a Provider may be informed of achievement or attendance incentives;

(d) Per Section 1008.331, Florida Statues, Supplemental Educational Services in Title I schools, a Provider may not provide incentives to entice a student or a student's parent to choose a Provider.

2.31 Inspection and Audit. SBBC, its auditors and representatives, Florida Department of Education and USDE, its auditors and representatives shall have the right to examine and inspect such records at any time. The Provider shall cooperate with all reasonable requests to inspect records.

2.32 Insurance Coverage and Minimum Requirements. The Provider shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum

insurance, the SBBC shall not be deemed or construed to have assessed the risk that may be applicable to the SES provider. The SES provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The SES provider is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

2.33 Insurance - Verification of Coverage. Proof of the required insurance must be furnished by the Provider to SBBC Risk Management Division by Certificate of Insurance within 15 days of notification of award by SBBC. The certificate of insurance must contain a provision for written notification to SBBC in accordance with policy provisions as outlined in the current ISO ACORD 25 (2010/05) form. All certificates and endorsements must be received and approved by SBBC before any work commences to permit Provider time to remedy any deficiencies. All coverages are required to be first dollar without application of deductible, unless otherwise stated. If multiple entities/locations are insured under a single policy each coverage limit must apply separately. Only the named insured on the contract will be accepted on the Certificate of Insurance.

(a) Acceptability of Insurance. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(b) Commercial General Liability - Broad form coverage including all risk associated or arising out of services provided under this contract:

General Aggregate $ 1,000,000
Each Occurrence Limit $ 1,000,000

The School Board of Broward County, Florida, its' members, officers, employees and agents shall be listed as Additional Insured and such coverage shall be no more restrictive than the latest edition of ISO form CG 20 10.

(c) Automobile Liability - Coverage shall not be any less restive than the standard ISO Business Auto Policy CA 00 01. The policy Named Insured *MUST* list the SES Provider Company Name, not an individual's name.

Owned Auto*
Non-owned Auto
Hired Auto
Bodily Injury/Property Damage (Each Accident) $1,000,000

In the event the company does not own any vehicles, we will accept Hired and Non-Owned coverage in the amounts listed above. In addition, we will require a notarized Owned Auto Affidavit signed by the company.

(d) Workers' Compensation – must be provided for all of its employees in compliance with Chapter 440, Florida statutes:

Coverage A (Workers' Compensation) Statutory
Coverage B (Employers Liability) $100,000 each accd/$100,000 disease, each employee/$500,000 disease policy limit

Currently, in the state of Florida, Workers' Compensation coverage is required for all entities with more than three (3) full and/or part-time employees. We require a notarized Workers'

Compensation affidavit signed by a company officer for all companies that do not require this coverage.

(e) Professional Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Annual Policy Aggregate $2,000,000
Max. Deductible $25,000

(f) Sexual Abuse / Molestation Liability – covering wrongful acts, errors and/or omissions associated or arising out of services provided under this contract:

Each Claim $1,000,000
Max. Deductible $25,000

(g) Certificate of Insurance Information. Prior to the commencement of any work, as evidence of required coverage the Insured must provide a Certificate of Insurance to: SBBC Risk Management Division. (For SES Tutoring Title I participants, fax certificate of insurance to Risk Management at 866-898-4527.)

(h) The Liability policies are to contain the following provisions. In addition the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement number is: _____.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. 30 days written notice will be given to SBBC Risk Management Division prior to any material changes or for cancellation prior to the expiration date OR policy cancellation provisions must be submitted with certificate of insurance.

(i) If multiple entities/locations are insured under a single policy, each coverage limit must apply separately to each entity/ location. The following wording must be included on the Certificate of Insurance: **Coverage limits apply separately to each entity/location per endorsement #** _____. (Only the named insured on the contract will be accepted as the named insured on the Certificate of Insurance.)

2.34 Location of Services.

(a) All tutoring and physical locations for services must be performed and located in Broward County, Florida. The Provider shall notify SBBC of the names and addresses of all schools, centers and other locations where the Provider's services will be offered. The list of Provider's tutoring sites shall be boldly printed on all marketing materials intended for use at SES Provider Fairs. A Provider who participates in SES Provider Fairs, individual school open houses or registration campaigns shall conspicuously post the locations of its tutoring programs.

(b) The Provider may only post school locations where leases have been obtained and officially approved by SBBC.

2.35 Marketing Requirements. All marketing materials must be submitted to and approved by the Title I office.

(a) All materials distributed to parents must include the following statement:

"In order for your child to be eligible for Supplemental Educational Services (SES), your child must attend a Title I school for the 2012 – 2013 school year and have scored a Level 1 or Level 2 on the Florida Comprehensive Assessment Test (FCAT)."

(b) The Provider agrees to print the following notice at the top of materials distributed to parents in all caps, at least 12-point font. DISTRIBUTION DOES NOT IMPLY ENDORSEMENT OR RECOMMENDATION BY BROWARD COUNTY PUBLIC SCHOOLS.

(c) The Providers agrees that all marketing materials including posted materials used to promote SES in Broward County shall be translated into Spanish and Haitian-Creole.

(d) Any marketing materials found by SBBC on its property and/or at any of its sponsored events that do not include the aforementioned disclaimers will be seized and disposed of by personnel of the SBBC.

(e) The Provider may list the eligible SES schools where the Provider will be providing SES.

(f) Failure to comply with all marketing requirements will result in this contract becoming null and void.

2.36 Meetings. The Provider must attend the Annual Orientation Meeting to discuss the Provider obligations for the 2012-2013 school year. The Provider is also obligated to attend regular scheduled technical assistance meetings throughout the year.

2.37 Minimum Per Site.

(a) The Provider agrees to provide services to students from any eligible school where at least 1 parents have selected services from the said Provider and students have been assigned the same.

(b) If the Provider withdraws from offering services to the SBBC students and the minimums per school set by the Provider have been met, the SBBC shall report the Provider to the FLDOE. The Provider shall be immediately removed from providing services for the current school year for SBBC.

2.38 Monthly Invoices. The Provider shall submit monthly invoices to the Title I Office for services rendered. Invoices must be generated from SBBC's SES database and shall be submitted on or before the last day of the following month of services rendered. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than Tuesday, April 30, 2013.

(a) Invoices received after the last day of the billing month shall be assessed a fee of $60.00. An additional fee of $5.00 will be assessed for each day thereafter.

(b) Invoices received 15 calendar days after the last day of the billing month shall be assessed a fee of $10.00 per day.

(c) Invoices returned to the Provider for corrections shall be assessed a fee of $60.00 for the first occurrence

(d) Invoices returned to the Provider for corrections shall be resubmitted to SBBC within five (5) business days; otherwise, the Provider shall be assessed a fee of $10.00 per day beyond the 5th day.

(e) Invoices returned to the Provider for corrections more than one time shall also be assessed a fee of 1% of the total invoice amount.

For each monthly invoice, the Provider shall submit:

(a) A SBBC approved Invoice Cover Form **(Exhibit 10)**

(b) An invoice generated by SBBC's SES database.

(c) The original Monthly Attendance and Payment Record provided by the SBBC to the Title I office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, school, name of the Provider and telephone number, location of tutoring services, tutor/instructor's name, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign the Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The attendance records must be alphabetized according ~~by~~ to the name of the students on the invoice.

(d) A SBBC approved Daily Sign-In Sheet must be included for each student for whom the Provider is seeking payment for services rendered. The Daily Sign-In Sheet must include the company's name, the student's first and last name, location of services, name of tutor, month of service, days of service, subjects tutored and session times. The student must sign-in each day of tutoring and include the date. The student's name must be in his or her own handwriting. Free tutoring sessions shall not be indicated on the Daily Sign-In Sheet. For online services only, a detailed time log is required in lieu of the Daily Sign-In sheet.

(e) A progress report generated from SBBC's database for each student listed on the invoice.

(f) All documents or forms used to report attendance, student progress, and invoices shall remain free of white out and overwriting. Documents must be original and free from excessive strikethroughs and/or alterations of any type. Failure to provide the information as stated above will result in nonpayment of monthly invoices until all documents and/or reports adhere to the language above.

(g) The Provider shall not invoice the district for pre- and post- testing, and SBBC shall not fund pre- or post testing.

(h) The Provider shall limit tutoring to six (6) hours per week and shall not conduct tutoring beyond 8:00 p.m. Tutoring that extends beyond these limits will not be paid by SBBC.

(i) The Provider shall not provide tutoring beyond the contracted allotment and no "free hours" of tutoring will be allowed. No additional hours are permitted to be offered to students in excess of the hours written on the student's SLP. SBBC funds will be used exclusively to provide tutoring for students. Additional hours offered to parents without cost constitutes an incentive, which is prohibited by Section 1008.331, Florida Statues.

(j) Only documentation recorded on forms provided by SBBC will be paid by SBBC.

(k) The Provider will not have access to SBBC's resources (copying, office space, computer and equipment) to complete requirements related to providing SES services to students or invoicing.

2.39 Pre- and Post-Tests. All students must be administered the state approved pre-test as outlined in the Provider's state-approved application, prior to the first day of tutoring and the state approved post-test after the last session of tutoring.

(a) The Provider shall submit a summary of all pre- and post-test results. The summary must be correlated to the NGSSS as it relates to the goals and benchmarks stated in the SLP.

(b) A pre-test summary for each student must be submitted with the first invoice and a post-test summary with the invoice after the student completes the SES tutorial program. The post test summary shall also include the pre test scores.

(c) Failure to provide a pre- and post-test summary for each student will result in a fee assessment. A fee of $5.00 will be assessed for each missing or inaccurate pre- and/or post-test summary. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each pre- and/or posttest summary that is not corrected and returned within 5 days to the Title I SES office.

(d) The Provider shall only invoice for the actual time spent tutoring the student. The Provider shall not invoice the district for pre and post-testing, and SBBC shall not fund pre- or post-testing. The invoice will remain unpaid until all pre- and/or post-test summaries adhere to the language above.

2.40 Progress Report. The Provider shall provide a Progress Report **(Exhibit 11)** for each student to whom the Provider services under this Agreement. The Provider shall, on a monthly basis, send SBBC, student's school and parent(s) a written report describing the student's progress, including interim, pre and post assessment results. The Progress Report shall be legible, comprehensive and in a uniform format. The Provider shall be responsible for providing translation services whenever practicable, in the event that a parent requires translation of the student's Progress Report. The Provider shall maintain written proof of such translations.

The Progress Report must be based on the goals written in the SLP and identify specific academic progress made toward those goals. The Provider shall complete and maintain the online Progress Report in the SES database. The Progress Report must include the following information as reflected in the FLDOE requirements:

(a) Appropriate spelling & grammar usage

(b) Quantitative data and/or scores based on an assessment which reflect change in the student's performance level related to the goals set for the student

(c) Statements of relevant academic achievements related to the selected goals and objectives

(d) Appropriate and detailed parent friendly report of progress.

(e) Failure to provide the information as stated above will result in a fee assessment for each progress report that is void of the information listed. A fee of $5.00 will be assessed for each progress report declined by the SBBC. The Provider shall be assessed a fee of $10.00 per day beyond the 5th day for each progress report that is not corrected and returned within 5 days to SBBC's SES office. Invoices will remain unpaid until all progress reports adhere to the language above.

2.41 Prohibition of Defaming. The Provider shall not defame or discredit the SBBC in any way. Failure to abide will result in termination of this Agreement.

2.42 Prohibition of Lobbying. The Provider shall not lobby or market on SBBC's property without permission from school administrators or the Title I office. Failure to comply will result in termination of this Agreement.

2.43 Record of Attendance. The Provider shall maintain a Daily Student Sign-In sheet and a Monthly Attendance and Payment record and a portfolio of student services.

(a) The Daily Student Sign-In **(Exhibit 12)** must include the month, name of company, student's first and last name, student identification number, location of tutorial services, first and last name of tutor, subject(s), session time(s), date of each session and the student's original signature.

(b) The daily attendance as indicated on the Daily Sign-In sheet shall be entered and maintained in SBBC's SES database and must be entered each day as services are rendered.

(c) The Monthly Attendance and Payment Record **(Exhibit 13a)** for each student tutored at a school must be maintained and submitted to the on-site SES facilitator the first of each month for the preceding month.

(d) The Monthly Attendance and Payment Record **(Exhibit 13b)** for each student tutored off school campus must be reviewed with the parent and must also contain the parent's original signature.

(e) The Provider shall submit the original Monthly Attendance and Payment Records provided by SBBC to the Title I Office for payment. The Monthly Attendance and Payment Record must include the student's first and last name, address, student identification number, name of school, name of the Provider and telephone number, location of tutoring services, first and last name of tutor, and the amount of time of such service. The Provider must also include the beginning and end date as indicated on the SLP. The student's parent/guardian and/or SES facilitator must sign Monthly Attendance and Payment Record. The total number of hours for the month shall also be indicated. The Provider must sign and date each Monthly Attendance and Payment Record. The Provider is paid only for sessions students attend. The Provider shall permit access to and/or a copy of such records to SBBC upon request.

(f) Failure to provide the Monthly Attendance and Payment Record as stated above will result in a fee assessment for each Monthly Attendance and Payment Record that is void of the information listed. A fee of $10.00 per Monthly Attendance and Payment Record will be assessed for each returned Monthly Attendance and Payment Record. The Provider shall be assessed a fee of $15.00 per day beyond the 5th day for each Monthly Attendance and Payment Record that is not returned within 5 days to the parents, school and district SES office. Invoices will remain unpaid until all Monthly Attendance and Payment Record adhere to the language above.

2.44 Reimbursement for Fraud. The Provider will reimburse to SBBC, or SBBC may withhold from the Provider, the amount of any fees or penalties that are paid by SBBC to the state or federal government because of a finding in an investigation or audit by a state or federal auditor that the Provider has committed fraud.

2.45 SBBC Employee Disclosure. All SBBC employees hired by the Provider must complete the SES Provider and SBBC Employee Disclosure form **(Exhibit 14).** Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance to SBBC Rules and any governing labor contracts. The Provider agrees to submit all original signed SES Provider and SBBC Employee Disclosure forms to the Title I Office. Failure to disclose all SBBC employees will result in a termination of this contract.

2.46 SES Database. The Provider agrees to utilize SBBC's online SES database to develop the SLP, Monthly Attendance and Payment Record, progress report information and invoice. The Provider agrees to update SBBC's SES database daily as services are rendered.

2.47 Statement of Goals and Objectives. The Provider shall develop, in consultation with parents, a statement of specific goals and objectives for each eligible student whose parent elects to receive SES.

(a) The goals set forth in the SLP must address specific deficiencies of the student. All goals must be related to the NGSSS and be consistent with the students' Individual Education Plan and/or the student's 504 plan, if applicable.

(b) The Provider shall submit three (3) or more objectives on each student's SLP. Each objective must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve.

(c) The Provider must frequently monitor students' progress and make parents aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. Additionally, the SLP must contain the schedule for tutoring including but not limited to the tutoring location, the day(s) of the week tutoring will occur, tutoring times, and start and end dates. Each parent/guardian and SBBC shall approve the statement of goals for the student. The Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian. This Agreement may be terminated if the Provider is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

2.48 Student Records and Security of Records. All student records shall be kept in a secure location, preventing access by unauthorized individuals. The Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. The Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. The Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC.

The Provider shall turn over to SBBC all student records for eligible students to whom the Provider has rendered SES services if SBBC terminates this Agreement.

2.49 Subcontract and Assignment. The Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with the Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

2.50 Supplies, Equipment and Facilities.

(a) The Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her SLP. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

(b) The Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. The Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

(c) Should the Provider enter into a separate agreement with SBBC for use of SBBC school facilities, such use shall constitute a revocable license and the Provider agrees to immediately vacate the premises upon the written demand of the SBBC, Principal or Principal Designee. The Provider shall not assign more than two (2) tutors per classroom leased for tutoring, including non-district premises.

2.51 Timeline for Services.

(a) It is the intention of SBBC to release the list of eligible students to the Provider at the earliest possible date, but no later than September 25, 2012. Upon receiving the eligible student list, the Provider will consider the number of students listed and agree to notify SBBC five (5) calendar days if it wants to serve the students. If the Provider fails to notify SBBC within the five (5) day period, this Agreement will be void, and the district will remove all names assigned to the Provider.

(b) The Provider must complete the SLP agreement process and commence service with 80 percent of students on its list within 20 calendar days or by October 15, whichever date comes first. If the Provider fails to serve at least 80 percent of its students in the manner described herein, SBBC will reassign un-served students to an alternate Provider.

(c) Once the SBBC has assigned the minimum number of students per school, the Provider shall serve the students from that school, irrespective of the school's location. The Provider's failure to serve students at a location designated by the Provider shall void this Agreement with SBBC.

(d) The Provider agrees to make at least three (3) attempts to contact the parent of an assigned student. The Provider shall document such attempts in writing before the Provider indicates the student cannot be served and requests that the student be removed from their list of assigned students. Such documentation must be submitted to the Title I office.

2.52 Transportation.

(a) Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

(b) Schools must be given written notice regarding transportation agreements between parent and the Provider prior to the first day of tutoring. The written notice must include student's name, grade, school, transportation days, time, name of parent giving permission and any other pertinent or applicable information.

2.53 Tutor Training.

(a) The Provider shall maintain a Staff Training Staff Acknowledgement Form **(Exhibit 15)** for all hired tutors.

(b) The Provider shall train all tutors on the administration of the Provider's SES program and the SBBC's SES procedures as provided at the Annual Provider Meeting and Technical Assistance Meetings.

(c) The Provider must sign the tutor-training log verifying all tutors have been trained in the procedures, have signed SBBC Code of Ethics and have received the appropriate tutoring materials necessary to implement the Provider's SES program as documented on the Provider's state approved SES application.

(d) The initial tutor-training log must be submitted to SBBC no later than September 25, 2012, with additional submissions as training sessions are provided.

(e) The tutor-training log will be used by SBBC to verify that the trained tutors have been cleared through a Level II Background Check.

(f) The Provider shall submit copies of the agendas and training manuals/materials to SBBC.

(g) The training log must include all items listed on the Provider Trainer Assurance Form **(Exhibit 16).**

2.54 Tutoring Limits. The Provider shall limit tutoring to two (2) hours per day, maximum six (6) hours per week. Instruction shall only be provided beyond the regular school day. The Provider agrees to not start tutoring after 7:00 p.m.

2.55 Tutoring Services. The Provider must deliver services in compliance with the Provider's state approved application.

(a) The Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students.

(b) The Provider will ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

(c) The Provider shall provide SBBC with a list of their State approved curriculum, supplemental materials and assessments to be used by the tutors prior to the start of tutoring.

(d) The Provider will use highly qualified instructors to provide instruction as required in the Provider's SES application approved by the Florida Department of Education.

2.56 **Inspection of Provider's Records by SBBC.** Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Provider Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Provider or any of Provider's payees pursuant to this Agreement. Provider's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Provider's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Provider's Records Defined. For the purposes of this Agreement, the term "Provider's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Provider pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Provider reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute

grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Provider. If the audit discloses billings or charges to which Provider is not contractually entitled, Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Provider pursuant to this Agreement and such excluded costs shall become the liability of Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.57 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Title I Office Name of District Representative 701 N. W. 31st Avenue Address Ft. Lauderdale, Florida 33311 Address
To the Provider:	Charles Hollis Name of Other Party 1510 N. W. 179th Terrace Address Miami, FL 33169 Address

With a Copy to:

Name to be provided by Other Party

Address

Address

2.58 Indemnification. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Provider: Provider agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Provider, its agents, servants or employees; the equipment of Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Provider, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party

by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is

exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 Student Records. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

This portion intentionally left blank.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Ann Murray, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROVIDER

(Corporate Seal)

The Literacy Through Sports Foundation, Inc.
Insert Full Legal Name of the Corporation, Agency or Other Legal Entity

ATTEST:

By: Charles Hollis

Verdell Sands
, Secretary

-Or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 24th day of Sept, 20 1~ by Charles Hollis of
Name of Person

The Literacy Through Sports Foundation, Inc., on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced FLDL as
Type of Identification

identification and did/did not first take an oath.

My Commission Expires: 9/13/14

Signature – Notary Public

(SEAL)

JEFFREY CARRILLO
Notary Public, State of Florida
Commission# EE 20437
My comm. expires Sept. 13, 2014

Jeffrey Carrillo
Printed Name of Notary

EE 20437
Notary's Commission No.

Exhibit 1

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County Supplemental Educational Services

Student Learning Plan - School Year 2012 – 2013

Contact Information

Print

Provider

Contact Person Title I SES Title

Mailing Address

Location Address

Phone#

Student **Grade**

Mailing Address

Address 1

Address 2

Phone#

Parents/Guardians

Name Relationship

Name Relationship

School Phone

Cell Phone

1. Student's Individual Goals

[redacted] 1 subject required, 2 maximum. 1st subject 3 objectives required. 2nd subject 2 objectives only.

#	Subject	Strand	Goal (Standard)	Objective 1	Objective 2	Objective 3
Edit New Delete						

Exhibit 1

2. Performance Measures For Meeting Goals

Provider will measure the student's progress in meeting the goals as follows

[Insert description - for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the goals fit with the student's IEP.]

3. Timeline for Improving Achievement

District, provider, and parent have set the following timeline for improving the student's achievement

Sessions per Week

Session Duration

Start Date

End Date

Instruction Type

Days of Week: M T W Th Fr Sa Su

Current School Year: 2012

Total # of Sessions

Start/End Time

Total Hours

Session Location: Select One

Address

City

State: FL

Zip

4. Description of Services

Provider will give the student the following educational supplemental services

[Insert general description of program & procedures, also include method of delivery for example; tutoring, small classes, etc.]

5. Communication with Parents and District

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting methods - for example; written report on monthly basis.]

6. Confidentiality

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s)

Exhibit 1

7. Signatures

We hereby certify that we have read and understand this Supplemental Educational Services Statement of Goals.

Provider

Signature	Date
Printed Name	
Title	

Parent/Guardian

Signature	Date
Printed Name	Relationship

Parent/Guardian

Signature	Date
Printed Name	Relationship

SES Facilitator

Signature	Date
Printed Name	

Other

Signature	Date
Printed Name	
Title	

Save

Exhibit 2

Teacher: < name of teacher >

The School Board of Broward County, Florida
Title I, Migrant and School Improvement
701 N. W. 31st Avenue
Ft. Lauderdale, FL 33311

Date: **May 1, 2013**

To: **Parent of Students in SES Programs**
From: **Broward County Title I Supplemental Educational Services**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May 10, 2013.** For questions regarding the survey, please call 754-321-1400.

Student name: «FirstName» «LastName» Grade level: «GrdLvl»

School: «SchoolName»

Provider name: «ProviderName»

Check location of services: School_____ Home_____ Provider Facility_____ Public Facility_____

Subject(s) tutored by provider: «Subject» «Subject»

On a scale of 1 to 3, **whereas 1 is "Unsatisfactory," 2 is "Satisfactory" and 3 is "Outstanding"**, please **circle the number** that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section.

Questions	Circle one: Unsatisfactory	Satisfactory	Outstanding	Don't know
1. Did the provider give you and your child regular feedback on his or her learning? Comments:_____	1	2	3	☐
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments:_____	1	2	3	☐
3. Were you satisfied with the provider's instructors? Comments:_____	1	2	3	☐
4. As a whole, were you satisfied with the quality of the services your child received? Comments:	1	2	3	☐
Parents of students with disabilities *only.* This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS): 5. Were the services given to your child consistent with your child's IEP or IS?	1	2	3 Comments:	☐
Parents of English-Language learners *only.* This question is only for parents of English-language learners: 6. Were the services given to your child appropriate for an English language learner?	1	2	3 Comments:	☐
Parents of English-Language learners *only.* This question is only for parents of English-language learners: 7. Did the provider give notices, letters, and other information in your language?	1	2	3 Comments:	☐

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

SES Provider: _____ Date of Observation: _____

School Site/Tutoring Location: _____ Begin Time: _____ End Time: _____

SES District Representative (Observer): _____

SES Tutoring Services

SES Facilitator's Name: _____ On site? Yes ❑ No ❑

Provider's Lead Teacher's Name: _____ On site? Yes ❑ No ❑

Name of Tutor(s)	Number of Students	Grade Level(s)	Subject Area	SLP Goals Targeted	Tutoring Location

PROGRAM MANAGEMENT/COMPLIANCE	Comments
1. Tutor/Provider staff is wearing appropriate vendor badge. Yes ❑ No ❑ NA ❑	
2. Provider's staff is on site before delivery of services and assumes responsibility of students before tutoring session. Yes ❑ No ❑ NA ❑	
3. Arrival, Dismissal and Emergency procedures are in place. Yes ❑ No ❑ NA ❑	
4. Snacks are provided outside of contracted tutoring time. Yes ❑ No ❑ NA ❑	
5. Procedures are in place for delivery of services if tutor is late or absent. Yes ❑ No ❑ NA ❑	

DELIVERY OF INSTRUCTION	Comments
Tutoring sessions begin and end as indicated on the SLP. Yes ❑ No ❑ NA ❑	
Students are supervised during SES instructional time. Yes ❑ No ❑ NA ❑	
Tutor is prepared with materials and begins on time. Yes ❑ No ❑ NA ❑	
Instructional materials are available for all students. Yes ❑ No ❑ NA ❑	

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

Instructional materials are individualized to students' academic needs.	Yes ❑	No ❑	_____
Tutor interacts with students, provides feedback, and manages student behavior.	Yes ❑	No ❑	_____
Tutor uses appropriate instructional strategies which are appropriate to the students' needs.	Yes ❑	No ❑	_____
Students are engaged and are able to ask questions.	Yes ❑	No ❑	_____
Make-up sessions are available for students who miss sessions.	Yes ❑	No ❑	_____

Student Records			**Comments**
Emergency Contact cards and release information is available.	Yes ❑	No ❑	_____
The emergency plan is available.	Yes ❑	No ❑	_____
Student Learning Plans are available.	Yes ❑	No ❑	_____
Broward County student daily sign-in sheets are evident and in use by students.	Yes ❑	No ❑	_____

Comments and Interviews

_____

_____

_____

_____

Follow-up monitoring visit recommended	Yes ❑	No ❑	
Monitoring visit discussed with Provider	Yes ❑	No ❑	Date: _____

_____ _____

Observer's Signature Date

Exhibit 3

The School Board of Broward County, FL
2012-13
Supplemental Educational Services (SES) Monitoring Tool for Providers

Exhibit 4

School Board of Broward County (SBBC)
Supplemental Educational Services

Student Learning Plan (SLP)
Evidence of Attempts to Consult with Parent Form
2012-2013

Student Name: _____ ID Number: _____

School: _____ Grade: _____

Name of Provider (Print): _____

As a Provider you are required to make reasonable efforts to contact the parents of the above-named student regarding SLP consultation (three different attempts shall be considered reasonable). However, if after three attempts, you are unable to contact his/her parents unable to conduct a face-to-face meeting, or have consulted with the parent but have been unable to secure their signature; you may develop the SLP and submit this page to the Title I office for a "pending approval" status by indicating below the type of attempts and the dates when they occurred. The parent's signature must be secured on the SLP prior to the submission of the first invoice for payment. The Provider will not be paid for services rendered until the SLP has been signed by the parent and a "final approval" awarded.

FIRST ATTEMPT (Insert a √ in the appropriate column)					**SECOND ATTEMPT** (Insert a √ in the appropriate column)					**THIRD ATTEMPT** (Insert a √ in the appropriate column)				
Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe	Date	Phone Call	Letter	Home Visit	Other Describe

I, as an authorized representative of _____(company's name), certify that the above information is true and accurate to the best of my knowledge and the parent(s) of the above-named student will be provided with a copy of the approved SLP and the Provider's contact information if the parents wish to discuss the plan.

Provider Representative Name: _____ Date: _____
(Print)

Provider Representative Signature: _____

Exhibit 5

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Waiver Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY **SBBC EMPLOYEES**	**PRINT ALL INFORMATION**		
LAST NAME	**FIRST NAME**	**Badge Expiration Date**	**Name of School or Work Location**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			

Exhibit 6

The School Board of Broward County (SBBC)

2012-2013 SES Provider Background Check Form

Pursuant to Section 2.16 of the 2012-2013 SES Contractual Agreement: The Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of provider funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Our agency understands that no staff member will be allowed to work directly with students until their name appears on "the most current SES Provider Background Check Form".

SES Provider Name: _____ **SES Provider Code:** _____

Representative: _____ **Signature:** _____
Print Name and Title

ONLY NON-SBBC EMPLOYEES	PRINT ALL INFORMATION			
LAST NAME	FIRST NAME	Badge Expiration Date	Date of Birth (MM/DD/YYYY)	Social Security #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				

Exhibit 7

Code of Professional Conduct and Ethics for Supplemental Educational Services (SES) in Broward County 2012-13

Please be reminded that STATE APPROVED SES PROVIDERS and their staff serving Broward County Schools must adhere to the following Code of Professional Conduct and Ethics regarding Supplemental Educational Services (SES):

* SES Providers **shall not** compensate district employees personally in exchange for providing access to facilities, providing student lists, assisting with marketing or student recruitment to promote enrollment in a provider's program.

* SES Providers **shall not** request from district employees a list of students eligible to receive services, as this information would identify a student as eligible for Free and Reduced Lunch, which is in violation of the Family Educational Rights and Privacy Act (FERPA).

* SES Providers **shall not** employ district employees in the capacity of principal, assistant principal, district administrator, or SES Coordinator.

* SES Providers **shall not** pay school based SES facilitators to be facilitators for the provider.

* SES Providers **shall not** hire school personnel for any purpose other than instruction-related services (Tutor) or company/provider program coordinator (Provider Lead Tutor).

* SES Providers **shall not** offer parent or student any form of incentive for signing-up to receive services. Simple door prizes of a nominal value (approximately $5.00 per prize) and refreshments can be offered to potential students and their families, while attending school/district based informational sessions.

* SES Providers **shall not** overwhelm principals and school staff with e-mails or personal visits to discuss leases, student sign-up, hiring teachers and presentation of curriculum. Providers are encouraged to follow the district's process of contacting schools for information.

* SES Providers **shall not** distribute or make arrangements with school administrators, teachers or school support staff to send home, via backpack or mail, the Broward School's SES Enrollment Forms that has a provider's name pre-printed or handwritten as part of the form or flyers endorsing a specific SES program.

* SES Providers **shall not** use school staff to market or promote their program to parents or students.

* SES Providers **shall not** modify any SES enrollment form completed by a parent.

* SES Providers **shall not** pre-print, photo copy, modify or distribute the enrollment form with the provider's name.

* SES Providers **shall not** mislead parents regarding the enrollment process.

• SES Providers **shall not** contact parents on behalf of the district to inform them about SES services

* SES Providers **shall not** submit enrollment forms to the district office. All enrollment forms must be returned to the school. School staff will submit forms to the Title I Office.

* SES Providers **shall not** mislead parents regarding the number of hours of service available based on the per pupil allocation and the published rate per hour.

* SES Providers **shall not** post signs, pass out flyers or implement any other marketing strategies on school or district property, as this creates a disruption, which prevents the school from operating in a safe and orderly manner.

* SES Providers **shall not** create or pass out flyers/signs that has school or district information that is inaccurate or suggests that the District is promoting an SES Provider's company.

* SES Providers **shall not** misquote or misrepresent District or school staff.

* SES Providers **shall not** encourage students/parents to switch Providers once enrolled. A student is considered enrolled once the District has issued the formal student / Provider list.

* SES Providers **shall not** implement a rewards program for attendance and/or achievement that is not part of the provider's state-approved program (rewards for student's performance up to $50.00 can be offered per student per year).

* SES Providers **shall not** interact with each other in an unprofessional manner in the presence of students, parents, school personnel, and district personnel during district and school sponsored activities.

ACKNOWLEDGEMENT OF RECEIPT OF THIS CODE OF PROFESSIONAL CONDUCT AND ETHICS FOR STATE APPROVED SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

Signing this form, acknowledges that I (representative of this company) have read the Code of Professional Conduct and Ethics regarding SES and agree to comply with these requirements. This company will also ensure that all employees and contracted entities are informed about their obligations in meeting the above Code of Professional Conduct and Ethics.

Signature of SES Provider's Representative	Print name of representative
Company Name of SES Providers (print)	Date

Form is due prior to October 15, 2011.
Originals only. Will not accept faxed or e-mailed copies.
Blue ink preferred for signature.

Exhibit 8

Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers 2012-13

1. Employees shall not campaign, recruit, solicit for, or otherwise work for the purpose of gaining students for the provider during hours of employment by the district. This includes talking to parents about a specific provider and the provider's program.

2. District employee shall not represent an SES provider during parent/student night, school functions at which the employee is required to attend by the district, or other school activities.

3. Employees shall not have access to student lists, phone numbers, free/reduced lunch lists, or other student information at any time to be used for the purpose of recruiting students for an SES provider. This is a violation of the Family Educational Rights and Privacy Act (FERPA).

4. Employees shall not use district materials and supplies, such as paper, pencils, books, computers, application software, printers, crayons, etc. for the purpose of administering the SES program, without prior written permission.

5. Employees of SES providers shall not have access to copiers, phones, or other equipment owned, leased or operated by the Broward County School District, even if the tutor is a Broward County School District employee.

6. District employees are not necessarily able to tutor in the classroom they are assigned to during the regular school day. Providers can request space at the school. Principals (with input from Area Offices) make the decision as to whether there is space available. Principal determines where the provider will be placed in the school.

7. SES providers are required to supply their tutors with all materials needed to implement and deploy the program described in the provider's request for application to the State of Florida.

8. Distribution of materials by providers to school staff requires the permission of the Principal of the school. Distribution of these materials can only take place before or after regular school hours.

9. Teacher or other employees shall not tutor any student who is assigned to that teacher during the regular school day, unless specific permission has been given by the district's SES office.

Signing this form, acknowledges that I have read the Expectations and Guidelines for Broward County School District Employees Who Are Employed by Supplemental Educational Services Providers and agree to comply with these requirements.

Signature of SES Employee	Print name of Employee
Name of SES Company (print)	Date

SES Provider is responsible for retuning this form to the Title I Office within one week of employing a Broward School District employee. Failure to comply will result in termination of Provider's contract with SBBC.

Exhibit 9

School Board of Broward County, Florida
Personnel Hiring Guidelines for SES Providers

Criminal Records including Guilty Pleas (Regardless of Adjudication),
No Contest Pleas, Pre-trial Intervention/Diversion

This is not intended to be a complete list of all disqualifying criminal offenses.

I. Will Not Hire

- Extreme Violence (Aggravated assault/aggravated battery, murder, attempted murder)
- Sexual Offense (Lewd and Lascivious – Sexual Battery, Rape, Sex with a minor)
- Kidnapping
- False Imprisonment
- Child Abuse
- Pornography
- Extortion
- Manslaughter (Including Vehicular Homicide/Involuntary)
- Indecent Exposure if sexual in nature
- Currently on probation or has a case pending that is a DUI or criminal in nature

II. Will Not Hire – if offense less than 10 years old. Will consider and carefully review if older than 10 years

- Felony drug use
- Grand theft/robbery
- Burglary
- Felony Battery/assault
- Felony possession of a concealed weapon
- Welfare/Unemployment Fraud
- Forgery
- Arson
- Prostitution or Solicitation of Prostitution
- Grand larceny
- Other felonies not mentioned in Section 1

III. Will Not Hire – If offense is less than 5 years old. Will consider and carefully review if older than 5 years

- Multiple DUI's
- Misdemeanor drug and/or paraphernalia
- Possession of concealed weapon – misdemeanor
- Battery/Assault
- Resisting arrest with violence
- Domestic Violence

IV. Judgment – case by case review

- DUI – one incident only
- Sale of alcohol to minor
- Worthless checks
- Disorderly conduct
- Multiple criminal offenses
- Petty theft (theft to deprive/retail theft/shoplifting
- Trespassing/Loitering
- Arrest without violence
- Larceny
- Other criminal offenses

Exhibit 10

School Board of Broward County
2012 – 2013 Supplemental Educational Services
Invoice Cover Form

Directions: **Information on this form must be typed and signed in blue ink by the authorized representative of the SES Provider Company.**

Company Name: _____

To: Title I Office
701 NW 31st Avenue
Fort Lauderdale, FL 33311

Attn: Title I/SES Bookkeeper

Contact Person for invoice_____

Provider Phone #: ( ) _____

Provider Fax #: ( ) _____

Invoice Number: _____

Date: _____

Service Period (Month/Year)	**Services Rendered**	**Title I use only**
	Invoice Amount: $_____	Total Amount to be Paid $ _____
	Adjustments Hours of services will be removed and the invoice adjusted if the tutor(s) listed on the Monthly Attendance and Payment Record was/were not cleared prior to providing services, students did not sign the daily sign in sheet or the information is on the sign in sheet is missing or wrong, and/ or white out was used on any forms used for invoicing purposes. In addition, per the 2012 -2013 Agreement for Supplemental Educational Services (SES) Providers, the fees outlined below will be deducted from the invoice amount, if applicable. **SBBC reserves the right to withhold payment if a review reveals that the Provider has submitted overcharges.**	Original Invoice Amount: $ _____ Less Adjustments: $ _____ Total Amount: $ _____

Title I Use Only

If applicable, per the 2012- 2013 Agreement for SES Providers, the following fees will be assessed.

Adjustment(s)	**Fee(s)**
Invoice submitted after the last day of the billing month	$ 60.00
Invoice received 15 calendar days after the last day of the billing month	$ 10.00 per day (10 X _____ day(s) = $_____ Total)
Invoice resubmitted due to errors (1st time)	$ 60.00
Invoice resubmitted after the 5th business day of notification	$ 10.00 per day (10 X _____ day(s) = $_____ Total)
Invoice resubmitted more than once	1% of the total invoice amount (2% X _____ Total invoice = $_____ Total)
Incorrect/Missing attendance records, student sign-in sheets/ progress reports/test summary sheets	$ 5.00 per item (5 X _____ per student = $ _____ Total)
Other fees:	

Please remit payment to:

Company Name: _____

Address: _____

City/State/Zip Code: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit 11

Broward County Schools Supplemental Educational Services
Progress Report 2012 – 2013

Student	Address	Grade	Phone	School	Service Provider

Year	Test	Grade	Subject	Score

Provider Name	Subject	Type	Hourly Rate	Transportation	Total Hours	Total $

Date	Subject	Strategy	Materials	Number	Provider

Subject	Type	Strand	Goal	Objective	Targeted Area	Mastered
						☐
						☐
						☐

Exhibit 12

The School Board of Broward County, FL
Supplemental Educational Services

Daily Student Sign-In
2012-13

Month: _____

Company's Name: _____

Student's Name: _____ ID#_____

Location of Tutorial Services: _____

Name of **Tutor:** _____

Subject (1) **(circle only 1): Reading Math Science** **Session Time:** _____to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

Subject (2) **(circle only 1): Reading Math Science** **Session Time:** _____to _____
Days of Tutoring (circle): M T W Th F Sat. Sun.

	Student Signature	**Date**	**Subject (R, M, S)**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

***Do not include free tutoring sessions on this attendance sheet.**

Exhibit 13a

Student Detail | Virtual Counselor | SLP | Progress Report | Attendance | Return to List | Main Menu

The School Board of Broward County, FL

Title I, Migrant & Special Programs Department

Monthly Attendance & Payment

First	Last	Student#	Addr1	Addr2	School	Tel#	Grd

Provider	Tutor Location	Street	City	State	Zip

Tutor Name **Begin Date** **End Date**

Indicate Math(M), Reading(R), and/or Science(S) for each day tutoring occurred. A minimum of 60 minutes per subject, round to the nearest 30 minutes. Invoice and attendance must be submitted by the 15th of the following month. One submittal per month.

1 M R S	2 M R S	3 M R S	4 M R S	5 M R S
6 M R S	7 M R S	8 M R S	9 M R S	10 M R S
11 M R S	12 M R S	13 M R S	14 M R S	15 M R S
16 M R S	17 M R S	18 M R S	19 M R S	20 M R S
21 M R S	22 M R S	23 M R S	24 M R S	25 M R S
26 M R S	27 M R S	28 M R S	29 M R S	30 M R S
31 M R S				

Calculate Attendance | Save | Delete Month

Minutes Remaining

Last Session Date

0.0000 Hours Rate 60.000

Maximum Allowed: Amount Used: Balance:

Use Minutes Remaining

I certify, under penalty of perjury, that the above information is true and correct

Print name of parent or SES facilitator _____ Date _____

Signature of parent or SES facilitator _____

Signature of SES provider _____ Print NOT SAVED

Exhibit 13b

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
2012 - 2013 SES Monthly Attendance & Payment Record

Student's name: _____ **Date**_____

Student Number: _____ **School:** _____

Student's address: _____

Tutoring Location other than school:_____

SES Provider: _____ **Tel. #** _____

Beginning Date:_____ **Ending Date:**_____

Instructor's name: _____

1. Indicate (M)-Math, (R)-Reading, (S) Science 2. Enter length of each session 3. Tutor must initial each attendance date

Submit one record per month.

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	**Month:**_____			

Tutor Schedule: M T W T F S Sun (CIRCLE Tutoring Days)

Total Attendance: _____Hours _____Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Print name of parent: _____ Date_____

Signature of Parent: _____

Signature of SES Provider:_____

8/8/2012 – Title I Office

Only for in-home, provider or community facility tutorial sessions

Exhibit 14

2012 – 2013 SES Provider and School Board of Broward County (SBBC) Employee Disclosure

SBBC Policy 4202 – TUTORING states: BY MAINTAINING A HIGH QUALITY INSTRUCTIONAL STAFF AND PROVIDING A RICH, VARIED CURRICULUM, THE NEED FOR INDIVIDUAL TUTORING SHOULD BE MINIMIZED. EVERY EFFORT SHOULD BE MADE BY THE PRINCIPAL AND TEACHER(S) TO HELP THE STUDENT WITH EDUCATIONAL PROBLEMS BEFORE RECOMMENDING THAT PARENT(S) ENGAGE A TUTOR. IN ORDER TO COVER EXCEPTIONAL CASES WHERE IT MIGHT BECOME NECESSARY TO RECOMMEND INDIVIDUAL TUTORING, RULES AND REGULATIONS SHALL BE ESTABLISHED BY THE SUPERINTENDENT TO PROTECT BOTH THE SCHOOL BOARD OF BROWARD COUNTY AND TEACHER(S) FROM CHARGES OF CONFLICT OF INTEREST. THESE RULES AND REGULATIONS SHALL BE IN ACCORDANCE WITH ACCREDITATION STANDARDS FOR FLORIDA SCHOOLS, FLORIDA STATE BOARD OF EDUCATION ADMINISTRATIVE RULES AND/OR FLORIDA STATUTES.

RULES

1. A teacher may not receive compensation for tutoring any student while that student is assigned to one of his/her classes.

2. A music instructor may give private lessons to his/her own student(s) when other qualified tutors on the school's staff are not available in that subject area.

3. Broward teachers who receive compensation for tutoring shall not use public school facilities for such purpose. Private instruction by music instructors shall be an exception to this rule. Said instructors who tutor students in music in a SBBC facility must complete and have on file with his/her principal a rental lease agreement pursuant to the provisions of the Board Policy 1341 and a weekly schedule of lessons. The music instructor's fee for tutoring shall be established by the Superintendent in a schedule that shall be reviewed annually.

4. Individual tutoring for compensation by SBBC teachers shall not take place during the school day.

5. Work completed under private instruction shall not be accepted for credit unless strictly in accordance with Accreditation Standards for Florida Schools, Florida State Board of Education Administrative Rules and/or Florida Statutes. Parents shall be advised that individual tutoring shall not provide credit. If parent(s) persist in such assumption, the teacher shall not be held responsible.

6. Non-School Board guest clinicians/consultants may be used periodically and shall only be compensated pursuant to the provisions of the Board Policy 6302 - Use of Consultants. Board employees shall not request or receive money from students/parents to pay for said clinicians/consultants. Booster clubs may be requested to fund these activities pursuant to the school's internal account dollars.

7. The Superintendent is authorized to develop procedures to implement this policy.

_____, an approved SES Provider, acknowledges that it has engaged the services of _____, an employee of the SBBC, to provide SES to eligible students on behalf of the Provider in association with the 2012 - 2013 Contractual Agreement for SES Providers entered between the Provider and SBBC. Any activity conducted by the employee on behalf of the Provider shall occur during non-school board hours. SBBC shall not be considered a party to any employment agreement between the Provider and employee; however, the employee must conform to all SBBC Rules governing the conduct of it's SBBC employees at all times. Any violation of the SBBC Policy 4202 may subject the employee to disciplinary action in accordance with the SBBC Rules and any governing labor contracts.

Each Provider shall be responsible for obtaining the original signed 2012-2013 SES Provider and SBBC Employee Disclosure Form for each SBBC employee who is also employed by the Provider.

_____	_____	_____
(Print Employee Name)	(Employee Signature)	(Date)

_____	_____	_____
(SES Provider Company)	(Name and Title of Provider Representative)	(Date)

Exhibit 15

School Board of Broward County (SBBC)
Supplemental Educational Services
Provider Staff Training Acknowledgement Form 2012-13

Please print or type the following information:

Name of Provider: _____

Name of Staff: _____, _____
Last First

Job Title: _____

I have been trained in

- ☐ SBBC Procedures and Guidelines for the Implementation of SES Program
- ☐ SBBC Code of Ethics and Conduct
- ☐ Child Abuse Reporting
- ☐ Accident/Incident Reporting
- ☐ Confidentiality of Student Information
- ☐ SBBC Emergency Procedures
- ☐ Student Emergency Contact Information
- ☐ Student Dismissal Procedures
- ☐ Student Sign In/Sign Out Procedures
- ☐ Student Attendance Recording
- ☐ Student Learning Plan (SLP) and Progress Report
- ☐ Pre-and Post-Assessment Procedure and Reporting
- ☐ Provider's SES Program and Curriculum
- ☐ Usage of Supplies and Equipment – I will only use supplies or equipment that belongs to the provider or myself.
- ☐ Instructional Materials and Supplies
- ☐ District Requirements and Procedures for Fingerprinting/Background Screening Clearance
- ☐ All State Mandated Training

Place Copy of SES Staff Identification Badge Here

- ✓ Badge must include:
- ✓ Name
- ✓ Title
- ✓ Photo
- ✓ Name of the Company
- ✓ Current School Year

I acknowledge that I have received training in all areas listed above. ☐Yes ☐No
I meet the educational requirements to work for this company under the capacity of:
☐ Employee ☐Tutor ☐Volunteer ☐Other_____
I have received instructional materials for program implementation (tutors only). ☐Yes ☐ No

_____ _____
Staff Signature Date

Staff Phone Number: _____ E-mail:_____

Provider Use Only:

I verify that the staff member named above has been properly trained in all areas checked. I understand that the staff will not begin offering services until approval is received from the SBBC NCLB Parental Choice Options office.

_____ _____ _____
Provider representative Name & Title (print or type) Signature Date

Exhibit 16

The School Board Of Broward County (SBBC)
Supplemental Educational Services (SES)
Provider Training Assurance Form 2012-13

Please print or type the following information:

Name of Provider: _____

As the authorized representative for this Provider, I certify that all the staff has been trained in the following areas:

1. SBBC Procedures and Guidelines for the implementation of SES Program
2. SBBC Code of Ethics and Conduct
3. Child Abuse Reporting
4. Accident/Incident Reporting
5. Confidentiality of Student Information
6. SBBC Emergency Procedures
7. Student Emergency Contact Information
8. Student Dismissal Procedures
9. Student Sign In/Sign Out Procedures
10. Student Attendance Recording
11. Student Learning Plan (SLP) and Progress Report
12. Pre- and Post-Assessment Procedures and Reporting
13. Provider's SES Program and Curriculum
14. Usage of Supplies and Equipment
15. Instructional Materials and Supplies
16. District Requirements and Procedures for Fingerprinting/Background Screening Clearance
17. All State Mandated Training

I also acknowledge that:

- ✓ No SES will be delivered by tutor prior to the tutor receiving background and drug screening clearance from SBBC.
- ✓ Instructional materials for program implementation were provided for all tutors.

I certify that I am an individual authorized to act on behalf of the organization or referenced above in submitting this Assurance as indicated on **Exhibit ?** and that all the information provided herein is true and accurate to the best of my knowledge. I verify that the attached list contains the name and title of all staff members that have been trained in all areas indicated above. I understand that the staff will not begin offering services until approval is received form SBBC Title I SES office. I further certify that this organization will continue complying with all staff training requirements during the duration of the services stipulated in the contractual agreement with SBBC, and that newly hired staff will be trained within 30 days of employment with this organization.

Provider Representative Name & Title (print or type)	**Signature**	**Date**