

## Board Meeting Agenda Item Executive Summary

**Supt.'s Office Use Only**

**Board Meeting**   6-2-09  

**Agenda**   Consent  

**Item No.**   H.12.  

<b>Board Meeting Date:</b>	June 2, 2009
<b>Submitted By:</b>	Mr. Dewitt Lewis, Jr. Title I
<b>Item Description:</b>	Attached is the 2009 – 2010 Supplemental Educational Services Contract between the Alachua County School Board and Supplemental Services Providers

**Purpose and Explanation:** Upon the review of new guidance and regulations set forth by the Bureau of Student Assistance of the Florida Department of Education, this contract has been modified to reflect all required language for Supplemental Educational Services. This contract represents the agreement between the Alachua County School Board and all participating Supplemental Educational Services Providers. Title I is seeking School Board approval of this agreement for the 2009-2010 school year.

### BUDGETARY IMPACT

**Funding Source (Description):** NA **Amount:** \$0.00

<b>Staff Attorney Review &amp; Approval</b> <i>(For Contracts Only)</i>	Date: 5-12-09 Initial:	ADDITIONAL INFORMATION Yes: _____ No: <u>  X  </u>
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**School Board of Alachua County, Florida**  
**NCLB—Supplemental Educational Services Contract—2009-10**  
**District/Provider**

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** (“Contract”) is made and entered into on \_\_\_\_\_, 2009, between The School Board of Alachua County, Florida, 620 East University Avenue, Gainesville, Florida 32601 (hereinafter referred to as the “DISTRICT”), and \_\_\_\_\_ (hereinafter referred to as the “PROVIDER”), for the purpose of providing Supplemental Educational Services (“SES”) to eligible students as agreed upon in the Student Learning Plan (“SLP”)

**Recitals:**

**WHEREAS**, Students who have been identified by DISTRICT as meeting specific requirements under No Child Left Behind, 20 U.S.C. Section 6316(e) (“NCLB”), and applicable state and federal statutes, are eligible for SES; and

**WHEREAS**, DISTRICT is authorized by NCLB and the State of Florida to enter into an agreement with the state-approved SES providers; and

**WHEREAS**, PROVIDER is specially trained and experienced and competent to provide SES required by District, and SES are needed by DISTRICT on a limited basis; and

**WHEREAS**, NCLB outlines the requirements for SES; and

**WHEREAS**, Section 6316 (e) (3) of NCLB:

1) Requires DISTRICT to develop, in consultation with parents (with the SES provider to be chosen by parents), a statement of specific achievement goals for the student described in the SES Academic Plan, how the student’s progress will be measured, and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student’s Individualized Education Plan (IEP);

2) Requires the SES Provider to provide SES to eligible students who are receiving such SES until the end of the school year in which such SES were first received but DISTRICT cost shall not exceed the per student allocation as determined by the Department of Education, payable at the hourly rate of \$ \_\_\_\_\_;

3) Requires a description of how the student’s parents and teacher or teachers will be regularly informed of the student’s progress;

4) Requires a provision for the termination of the Contract if PROVIDER is unable to meet the goals and timetables required;

5) Requires provisions with respect to making payments to PROVIDER by District; and

6) Prohibits PROVIDER from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent of such student; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education and has met the qualifications to be certified as an SES PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide SES to DISTRICT’s eligible students if selected by the parent/guardians of eligible students;

**NOW, THEREFORE**, in consideration of the premises and of the mutual promises contained herein, the parties agree as follows:

**1. Request for Application Process RFA:** PROVIDER is required to adhere to all provisions of the application submitted by the PROVIDER and approved by Florida DOE under the annual RFA process. These provisions include, but are not limited to, hourly rates, student/tutor ratios, staff qualifications, and tutoring session duration.

**2. Student Learning Plan (“SLP”):** The SLP shall be developed by the DISTRICT and completed by the PROVIDER in consultation with the parent and DISTRICT. The SLP shall be completed after each student is assessed. District assessment scores may be utilized by the PROVIDER if scores are available for each eligible student whose parent elects to receive SES from PROVIDER. An SLP cannot be submitted to the DISTRICT 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.

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 Sunshine State Standards and be consistent with the students’ Individual Education Plan and/or the student’s 504 plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student’s SLP. 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. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

In the event the PROVIDER is unable to obtain the parent/guardian’s signature after three (3) attempts, the PROVIDER will complete and attach the Parent SLP Approval Attempt Form (Exhibit A) to the student’s SLP when submitting the hard copy of the SLP to the DISTRICT. The PROVIDER may begin tutoring the student once the PROVIDER can document approvals have been received from the parent, the PROVIDER and the DISTRICT, or that the PROVIDER made three (3) varied attempts to obtain parent approval and has obtained the approval of the PROVIDER and the DISTRICT. However, the PROVIDER must submit to DISTRICT a hard copy of the SLP showing PROVIDER signature and the parent signature prior to receiving payment from the DISTRICT.

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.

Changes in any student’s SLP may only be made with the written consent of DISTRICT in consultation with the parent. PROVIDER, DISTRICT or the parent may request a review of a student’s SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP.

The parent shall not be charged for SES rendered under the SLP unless such SES and related charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent. In no event shall the agreed-upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligation or expense in excess of the state/federal reimbursement amount.

PROVIDER shall submit to the DISTRICT documentation that verifies that three (3) attempts were made to contact parents to develop the required SLP before the student will be removed from the PROVIDER’S roster.

**3. Delivery Model:** PROVIDER's SES under this Contract shall be secular, neutral, and non-ideological in instruction and content. 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 session have been completed, as described in paragraph 24 below.

**4. Parent:** For the purpose of this Contract, a "parent" is the natural or adoptive parent, legal guardian, a surrogate parent, or other person in lawful custody of the student.

**5. Student Records:** All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating, date, time, agency, and identity of any individual accessing student records who is not in the direct employ of PROVIDER. PROVIDER agrees to provide access to and copies of student records to DISTRICT and the parent. PROVIDER shall not forward to any person, other than the parent, any student record without the written consent of the parent or DISTRICT. Upon completion of termination of the IEP/IAP or termination of this Contract, the PROVIDER shall turn over to DISTRICT all student records for the DISTRICT's eligible students to whom PROVIDER has rendered SES under this Contract.

Progress reports must be sent to parents on a monthly basis. Progress reports must identify specific academic progress being made toward the goals selected in the academic plan. PROVIDER shall prepare and maintain Progress Reports on the DISTRICT'S SES software system (Cayen) and provide copies of student progress to parents, school and DISTRICT each month.

**6. Student Pre-Test and Post-Test:** All students must be administered the state approved pre-test as outlined in the Provider's state approved application, prior to the start of tutoring. The PROVIDER shall inform the DISTRICT at least ten (10) days before administering a post-test assessment, as to the time and location of the post-test assessment. The PROVIDER shall submit to DISTRICT a summary of all pre-test and post-test results no more than ten (10) calendar days after completion of each test administered.

**7. Location of Services and District Access:**

A. On or before August 1, 2008, PROVIDER shall notify DISTRICT 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 Provider Fairs in Alachua County. A provider who participates in Provider Fairs or individual school registration campaigns shall conspicuously post the locations of their tutoring programs.

B. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**8. Timelines for Services:**

A. It is the intention of the DISTRICT to furnish a list of eligible students to PROVIDER at the earliest possible date, but prior to September 15<sup>th</sup> of each school year. Upon receiving the eligible student list, PROVIDER will consider the number of students listed and agrees to notify DISTRICT within ten (10) calendar days if it wants to serve the students listed and assigned to the PROVIDER at a locality or specific school designated by the PROVIDER. If PROVIDER fails to notify DISTRICT within the ten (10) day period, this Contract will be void, and DISTRICT will remove all names assigned to PROVIDER.

B. PROVIDER must complete the SLP agreement process and commence service with 100 percent of students on its furnished list by October 15<sup>th</sup>. If PROVIDER fails to serve at least 100 percent of its students by the October 15<sup>th</sup> deadline, District may reassign un-served students to an alternate provider.

C. Once DISTRICT has assigned the minimum number of students per school; PROVIDER shall serve the students from that school, irrespective of the school's location. PROVIDER's failure to serve students at a location designated by the PROVIDER shall void this Contract with DISTRICT.

**9. Use of District Premises:** Should PROVIDER enter into a separate agreement with DISTRICT for use of DISTRICT premises, such use shall constitute a revocable license and PROVIDER agrees to immediately vacate the premises upon the written demand of the school principal, the Superintendent, or the Superintendent's designee. PROVIDER shall be reimbursed for any money paid in advance for a period of time following PROVIDER'S vacation of the premises, subject, however, to set-off for any damages to the premises caused by PROVIDER, its employees, agents, and invitees. PROVIDER shall not assign more than ten (10) students per classroom, leased for tutoring, including non-DISTRICT premises.

**10. Fingerprint/Background Check:** In accordance with Sec. 1012.32 and Sec. 1012.465, F.S., all employees of PROVIDER who work with students in DISTRICT shall, at a fee to be borne by PROVIDER, be fingerprinted and have a criminal background check conducted at DISTRICT's Department of Personnel Services Office, 620 East University Avenue, Gainesville, FL 32601 prior to working with students and, upon receipt of those checks, PROVIDER will certify to DISTRICT that no employee of PROVIDER working with students of the school district has been convicted of a crime involving moral turpitude, a violent or other serious felony as defined by statutes, or other crimes or misdemeanors that would disqualify a person from employment with DISTRICT pursuant to applicable law and DISTRICT policy and procedure. Under no conditions should employees of PROVIDER work with students prior to the successful completion of a fingerprint and background check at DISTRICT.

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 Alachua County Public School students.

**11. Independent Contractor Status:** This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of its employees or agents as they relate to the SES to be provided under this Contract.

**12. Conflict of Interest:** PROVIDER agrees to furnish to DISTRICT (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the governing board of directors (or trustees or partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing SES hereunder, including but not limited to, employment of tutors who are with DISTRICT.

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

**14. Discrimination:** PROVIDER shall not discriminate on the basis of race, religion, sex, age, nationality, or disability, in employment or operation of its programs.

**15. Child Abuse Reporting:** PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner. PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

**16. Required Training:** PROVIDER agrees that all its personnel who will render SES under this contract are required to attend training on the utilization of DISTRICT's on-line Cayen system, as scheduled by the DISTRICT.

**17. Supplies, Equipment and Facilities:** PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a student as required in his/her SLP. The DISTRICT retains the right to review and evaluate the instructional materials provided to tutors by each company. SES companies must purchase all instructional tools. Use of school board instructional materials and or teaching supplies will not be permitted. School based arrangements for the reimbursements of school owned materials will not be permitted. If PROVIDER desires to use DISTRICT's facilities, it must make a separate application for use of facilities pursuant to DISTRICT's policies and procedures. The DISTRICT has the right to deny an applicant's request.

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

**19. Indemnification:** PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its School Board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its SES hereunder, resulting in whole or in part from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity and hold harmless agreement shall survive the termination of this Contract.

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

**21. Monthly Invoices:** PROVIDER shall submit to DISTRICT, on or before the tenth (10<sup>th</sup>) of each month, monthly invoices itemized by name and identification number, actual numbers of hours for which SES were provided, and an amount owed. Such invoices shall be submitted within forty-five (45) days of rendering SES. DISTRICT shall process payments to PROVIDER within forty-five (45) days of submission of such invoices. For each monthly invoice PROVIDER shall submit:

- Original attendance records/roster as described in the DISTRICT'S software (Cayen System)
- A monthly sign out sheet of parent pick up or parent letter granting the tutor the permission to dismiss the student on their own and without parental escort or supervision
- A progress report for each student completed at the end of each month

The DISTRICT provided software (Cayen System) shall be utilized to generate monthly invoices based on attendance approved by PROVIDER and itemized by student name and student identification number, actual number of hours for which services were provided, and an amount due. PROVIDER shall not invoice the district for pre and post testing and DISTRICT shall not fund pre and post testing. PROVIDER shall limit tutoring to six (6) hours per week with a maximum of two (2) hours per day, and shall not conduct tutoring beyond 7:00 p.m. at night. Tutoring that extends beyond these limits will not be paid by DISTRICT. PROVIDER shall not provide tutoring beyond the contracted allotment and no "free hours" of tutoring will be allowed. The PROVIDER'S hourly rate must be divided into the student allocation to ascertain the total hours provided to students under this contract. No additional hours are permitted to be offered to students in excess of the hours stated previously. DISTRICT funds will be used exclusively to provide tutoring for students. Additional hours offered to parents without cost constitutes an incentive which is prohibited by Florida Statute 1008.331.

The PROVIDER agrees to serve a minimum of \_\_\_\_\_ students per site. If the stated minimum number per site is not reached, the DISTRICT may reassign students to the parent's next SES PROVIDER selection.

All invoices shall be generated and maintained on the DISTRICT'S SES software (Cayen System). DISTRICT shall process payments to PROVIDER within forty-five (45) days of the generation date of said invoices.

Only documentation recorded on the forms produced by the DISTRICT's SES software will be paid by the DISTRICT.

PROVIDER will not have access to DISTRICT resources (copying, office space, and equipment) to complete requirements related to providing SES services to students or invoicing.

**22. Records of Attendance:** PROVIDER shall maintain a daily student sign-in sheet. A portfolio of student SES shall be maintained. The portfolio shall, at a minimum, include the name and address of each student, name of PROVIDER, the employee who rendered the SES, and the amount of time of such SES. PROVIDER is paid only for SES sessions students attend. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.

**23. SES Software:** PROVIDER agrees to utilize DISTRICT'S SES software (Cayen System) to invoice, record attendance, develop the Student Learning Plan, as well as maintain an employee roster and other miscellaneous records. PROVIDER is responsible for their computer hardware, software, and security capabilities to connect to the SES software and assumes responsibility in solving hardware, software, and security issues that interfere with connectivity to the SES Software. PROVIDER is responsible for training its employees after the initial training by the DISTRICT.

**24. Right to Withhold:** DISTRICT may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of DISTRICT:

A. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented;

B. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its SES, program, work, or records; or

C. PROVIDER has failed to submit an invoice to DISTRICT within forty-five (45) days of rendering SES.

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

**25. CONTROL OF STUDENTS; PROVIDER**, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved care giver, at the end of the service. PROVIDER must escort all students to the proper care giver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER.

**Supervision of Students at DISTRICT facilities by SES Provider:** Any agreement for use of DISTRICT facilities for the provision of SES shall contain the following two paragraphs:

*The purpose of this Rental of Facilities Agreement is to permit the Provider to offer supplemental Title I educational services (SES) at the School. The Provider acknowledges that it has an obligation to supervise its students and employees before, during and after the provision of SES. This Agreement may be cancelled if the Provider fails to supervise its students and employees.*

*If the Principal becomes aware of an instance when the Provider has failed to properly supervise its students or employees at the School, the Principal will give written notice to the Provider. The Provider will then 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. In the event of cancellation under this paragraph, the Provider will only be responsible for rent and fees through the date of cancellation. Any failure by the Principal to enforce this paragraph in any particular instance shall not be deemed to be a waiver of this paragraph for purposes of future enforcement.*

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

**27. Disputes:** Disputes between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to: Dr. Charles F. Hall, Director of Title I, Migrant Education and Dropout Prevention, at the DISTRICT's address set forth above. The determination of DISTRICT shall be made by the Superintendent or designee, and shall be made in writing and shall be binding on both parties.

**28. Subcontract and Assignment:** PROVIDER shall not subcontract or assign any of the SES or other performance obligations contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with SES providers who are certified by the Florida Department of Education and acceptable to DISTRICT. Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

## 29. Termination:

A. This Contract may be terminated by DISTRICT or PROVIDER at any time. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. During the twenty (20) calendar day period, PROVIDER shall continue to provide SES until the effective date of termination. Upon termination, without default of PROVIDER, DISTRICT shall pay, without duplication, for all SES satisfactorily performed to date of termination.

B. In consideration of this payment, PROVIDER waives all rights to any further payment or recovery of damages. Upon termination, PROVIDER shall turn over to DISTRICT, all student records that were generated as a result of SES rendered under this Contract and that are possessed by PROVIDER or under its control at the time of termination.

C. The DISTRICT may terminate this contract immediately in the event of a breach of the contract by PROVIDER that, in the reasonable judgment of the DISTRICT, substantially impairs student health, safety, or welfare.

D. A SLP may be terminated by PROVIDER only upon consent of DISTRICT; provided, however, that a SLP shall terminate immediately if the student ceases to be enrolled in DISTRICT. Upon termination, under this paragraph, final payment from DISTRICT will be calculated based upon a pro-rata calculation of total SES agreed upon in the SLP for which DISTRICT is responsible for payment, divided by that portion of SES actually rendered.

**30. Compliance with Laws:** During the term of this Contract, PROVIDER shall comply with all applicable federal and state statutes and regulations, State Board of Education rules, DISTRICT policies, and local laws, ordinances, rules and regulations relating to the provision of SES, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of SES pursuant to the Contract.

**31. Entire Contract:** This Contract, the SLP, and Title I Supplemental Educational Academic Plan constitute the entire Contract between DISTRICT and PROVIDER. These documents supersede any prior or contemporaneous understanding or agreement with respect to the subject matter.

**32. Governing Law:** The terms and conditions of this Contract shall be governed by the laws of the State of Florida with venue in Alachua County, Florida.

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

**34. Start of Tutoring:** PROVIDER or its local representative(s) are required to attend an initial District Provider Meeting, followed by three SES Provider Fairs held in August. PROVIDER shall be notified of the exact date and time to be announced via the DISTRICT SES Timeline and/or Email. Tutoring must start on or before October 15, 2009.

Per Florida State Statute **1008.331** *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. After a provider has been chosen, the student may be awarded incentives for performance or attendance, the total value of which may not exceed fifty dollars (\$50) per student per year.

**35. Reassignment of Students:** A student who has been enrolled in the PROVIDER'S program for twenty (20) business days who does not have a DISTRICT 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) business days of the enrollment with said company will be reassigned to the parent's next choice of PROVIDER.

**36. Contact Parents:** PROVIDER must contact the parent of any student who misses two or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately. 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.

**37. Notices:** Notices required under this Contract shall be valid when hand delivered or delivered by certified mail as follows to DISTRICT: Dr. Charles F. Hall, Director of Title I, Migrant Education and Dropout Prevention, at the DISTRICT's address set forth above; to PROVIDER at:

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(Address of PROVIDER)

**DISTRICT:**

THE SCHOOL BOARD OF ALACHUA  
COUNTY, FLORIDA

**PROVIDER:**

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(Full legal name of company)

By: \_\_\_\_\_  
Tina Pinkoson, Chairman

By: \_\_\_\_\_  
(Name and Title)

Attest:

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W. Daniel Boyd, Jr., Superintendent

Approved as to form:

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