

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.

1. SBBC Procedures and Guidelines for the implementation of SES Program

1. What are supplemental educational services?

Supplemental educational services (SES) are additional academic instruction designed to increase the academic achievement of students in schools in the second year of improvement, corrective action, or restructuring. These services, which are in addition to instruction provided during the school day, may include academic assistance such as tutoring, remediation and other supplemental academic enrichment services that are consistent with the content and instruction used by the local educational agency (LEA) and are aligned with the State's academic content and achievement standards. SES must be high quality, research-based, and specifically designed to increase student academic achievement [*Section 1116(e)(12)(C); 34 §C.F.R. 200.45(a)*].

2. What is the purpose of SES?

Title I, Part A of the Elementary and Secondary Education Act of 1965 (ESEA), as reauthorized by the No Child Left Behind Act of 2001 (NCLB), calls for parents of eligible students attending Title I schools that have not made adequate yearly progress (AYP) in increasing student academic achievement for three years to be provided with opportunities and choices to help ensure that their children achieve at high levels. SES provide extra academic assistance for eligible children. Students from low-income families who are attending Title I schools that are in their second year of school improvement (i.e., have not made AYP for three years), in corrective action, or in restructuring status are eligible to receive these services. State educational agencies (SEAs) are required to identify entities, both public and private, that qualify to provide these services. Parents of eligible students are then notified, by the LEA, that SES will be made available, and parents may select any approved provider in the geographic area served by the LEA or within a reasonable distance of that area that they feel will best meet their child's needs. The LEA will sign an agreement with the provider selected by the parent, and the provider will then provide services to the child and report on the child's progress to the parents and to the LEA.

The goal of SES is to increase eligible students' academic achievement in a subject or subjects that the State includes in its ESEA assessments under Section 1111 of the ESEA, which must include reading/language arts, mathematics, and science, as well as English language proficiency for students with limited English proficiency (LEP).

3. Changes to SES for 2012-2013

SES is now a state program based solely on Florida Statute 1008.331 and State Board Rules 6A-1.039 and 6A-1.0391. Florida Statute requires all Title I schools to offer SES to students who have scored at Level 1 or Level 2 on the 2012 FCAT 2.0. Participation in the free/reduced priced meals program is no longer a requirement for SES eligibility. The required set-aside for SES has

been changed from 15% of the entire Title I, Part A, Grant to 15% of the Title I allocation to schools. This change will allow for the assignment of approximately 5,300 students in M-DCPS

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.

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.

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.

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

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.

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.

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.

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.

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.

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.

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 its 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.

Employees Guidelines

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.

Exhibit 8

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.

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.

**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.

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.

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 handling 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.

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

Student Eligibility and Prioritization

Students in grades four (4) through twelve (12) and third grade (3) retainees who attend a Title I school, and have scored at levels 1 or 2 on the 2012 Florida Comprehensive Achievement Test (FCAT) 2.0 are eligible for SES. If there are not enough funds to serve all students whose parents select the services, priority will be given to students scoring at level 1 on the 2012 FCAT 2.0. Reading.

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.

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.

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.

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)**

Student Signature	Date	Subject (R, M, S)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

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.

Process for Submitting Student Learning Plans (SLPs)2012-2013

- Submit completed SLPs to Title I with **original** signatures. SLPs must be completed in the SES database. **SERVICE BEGIN DATE MUST BE AT LEAST 5 WORKING DAYS *AFTER*** THE SLPs HAVE BEEN RECEIVED AT THE TITLE I OFFICE.
 - SLPs should be developed with a face-to-face conference with the parents and parent signatures should be obtained at the time the finalized SLP is discussed with the parent. Parent signatures will be verified as needed.
 - If tutoring takes place at the school location, the SES facilitator's signature **MUST** be obtained before submitting SLPs to the Title I office. SES facilitators should receive the entire SLP for review before signing.
 - If tutoring takes place at an off campus location, you will need only the parent's signature in addition to the provider's. A member of the SES staff will sign as the third party.
1. SLPs must be submitted with a coversheet (see sample) listing students' names and school (i.e. **SLPs with all required signatures, pending, and revisions**).
 - Please list the students in alphabetical order by last name and place the SLPs in the same alpha order as listed on the coversheet.
 2. The SLPs will be date stamped on the day they arrive (by 4:00 p.m.) at the office.
 - Do not wait to submit all of the completed SLPs at one time. As you finish a batch please bring them to the office.
 3. SLPs will be approved via the SES database.

- Tutorial services ***may not*** begin prior to the SES Title I approval on the database.
4. During peak times it will take 5-7 working days for SLP approvals.

Services to students **shall not** begin without an approved Student Learning Plan (SLP).

SLP Status & Disapproved SLPS

- Disapproved SLPs shall be corrected and resubmitted via the SES Web-based system within 5 business days.
- Changes to an approved SLP may only be made with the written consent of the School Board and in consultation with the parents/guardians.
- The SLP Addendum, which includes the deficiencies and goals, will be provided as part of the online SLP template.

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.

SES Progress Report

- Required for payment of services
- Completed online via the SES Web-based System

- Completed at least monthly
- Provide parents with a printed copy
- Available to classroom teachers and school-site administrators
- Kept in the student's file

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.

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.

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.

Tutoring Schedule

- Maintain, in the SES Web-based System, an up-to-date tutoring schedule for each assigned student. Communicate in writing all changes in the student tutoring schedule to the parent and the student's school prior to implementing the new schedule.

Curriculum in Reading/Language Arts

For students between the grades K-2, the curriculum that will be used in Reading/Language Arts is "Spell, Sing, Read & Write (SSRW)". SSRW is a research-based, complete early literacy program of carefully sequenced instruction that combines music and multimodal teaching strategies.

For students between the grades 3-12, the curriculum that will be used in Reading/Language Arts is "Aim Higher! on FCAT Reading and Writing". This curriculum prepares students for the FCAT Reading and Writing Tests with step-by-step strategies, detailed instruction, meaningful practice, and complete teaching support. Great Source will be used as an umbrella for all the grades from K to 12th, for those who may need additional tutoring.

Provide tutoring sessions with at least 30 minutes of instruction at least 2-3 times per week), using one-on-one tutoring (though an excellent tutor can work with two students at the same level at once). The central model of instruction, the small group, lends itself to the use of various oral reading strategies, such as partner and choral reading, as recommended by the National Institute for Literacy, "Put Reading First" (2003), which stresses teaching reading fluency.

This program should include guidance on what tutors say and do. Programs for early reading skills should teach phonemic awareness and phonics, including sounds practice and oral reading of words in lists and text that incorporates previously taught sounds/words. For more advanced reading skills tutoring should include fluency building activities, comprehension questions, and vocabulary activities whenever possible.

Curriculum in Mathematics

For students between the grades K-2, the curriculum that will be used in Math is "Afterschool Achievers: Math Club". Afterschool Achievers: Math Club is an engaging, ready-to-use program that will help build students' enjoyment and proficiency in math. This curriculum also includes enlightening activities aligned with the NCTM standards.

For students between the grades 3-12, the curriculum that will be used in Math is "Aim Higher! FCAT Math", which provides detailed guidelines and instruction focusing on key math concepts, skills, and strategies for mastering the test. The materials are divided into six sections - number sense, money and time, measurement, geometry, patterns, and graphing.

Great Source curriculum will also be used for mathematics, from a Pre-K introduction to key

math concepts to rock-solid resources that support middle and high school students in algebra and geometry, Great Source Mathematics Resources were created to build essential math concepts and skills.

Curriculum in Science

For students between the grades K-8, the curriculum that will be used in Science is "Great Source", which is a research-based program that circles around a lesson strategy that puts the big ideas of science into student-friendly big or essential questions about science. Great Source products are a student-friendly science handbook aligned with National Science Education Standards and packed with useful information and engaging illustrations for young learners.

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.

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.

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 statutes.

(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; its 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.

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.

Fingerprinting

- Request for Fingerprinting of Non-M-DCPS Staff
- Request for Fingerprinting of Charter School Employees Staff
 - Appendix F
 - Appendix F-1
- M-DCPS Employees must apply to become an SES Tutor
- The Provider may hire school district employees for direct instructional purposes
- Appendix D
- Providers must retain the Dual Employment Disclosure Form (Appendix E) submitted by the Tutors

SES Tutor Clearance Status Reports

1. Report will be available via the SES Providers Collaboration Site
2. The report will include the list of cleared tutors
3. Processing tutor clearance request October 1, 2012 thru January 31, 2013