

SAMPLESUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT

This Agreement is entered into between the Board of Education of the \_\_\_\_\_ School District ("Board") and \_\_\_\_\_ [SES Provider] ("Provider") on this \_\_\_\_\_, \_\_\_\_\_, 200\_\_, for the purpose of providing supplemental educational services ("SES") to eligible students in the \_\_\_\_\_ [name of school students attend] in order to contribute to increasing the academic proficiency of these students.

WHEREAS, \_\_\_\_\_ [name of school students attend] has failed to make adequate yearly progress for three (3) or more years as required by the No Child Left Behind Act of 2001 and therefore must arrange for the provision of supplemental educational services to eligible children in the school from a provider with a demonstrated record of effectiveness that is selected by the parents and approved for that purpose by the Ohio Department of Education; and

WHEREAS, Provider has been selected by parents of students attending \_\_\_\_\_ [name of school students attend] and the Ohio Department of Education has approved Provider;

NOW, THEREFORE, the parties hereto agree as follows:

**1. Individualized Statement of Achievement Goals:**

In consultation with a participating student's parent, the Board and Provider shall develop an individualized Statement of Achievement Goals for each eligible student whose parent elects to receive SES from Provider. The Statement of Achievement Goals shall include a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's individualized education program. Provider shall make no changes in any student's Statement of Goals without the written consent of the Board and the student's parent. The Statement of Goals will remain in effect for the duration of the student's enrollment in the Provider's program, but must be reviewed and revised as appropriate on at least an annual basis.

**2. Supplemental Educational Services:**

SES means tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day by the Board, and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children and attain proficiency in meeting Ohio's academic achievement standards. Provider shall ensure that instruction provided and content used by it are consistent with the instruction provided and content used by the Board and the Ohio Department of Education, and are aligned with State student academic achievement standards.

3. **Progress Reports to Parents:**

For each student to whom Provider delivers services under this Agreement, Provider shall, on at least a weekly basis, send to the student's parents a written report describing the student's progress, including benchmarking data. In addition, Provider shall, on at least a monthly basis, send the student's teacher(s) (as identified by the Board) a written report describing the student's progress, including benchmark data. If requested by the Board or a parent, Provider shall give these reports in a format and, to the extent practicable, in a language the parent can understand.

4. **Access to Provider's Facilities:**

Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by the Board and/or the student's parent. Additionally, the Provider shall be invited to participate in any review of each student's progress by the Board. Board appointed representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress. Students' parents shall have identical rights.

5. **SES Must Be Secular, Neutral, and Nonideological:**

All supplementary services delivered by Provider under this Agreement shall be secular, neutral, and non-ideological in instruction and content.

6. **Student Confidentiality:**

Provider shall maintain all student records in a secure location preventing access by unauthorized individuals. Only individuals who have been determined to have legitimate educational interests, including the educational interests of the child for whom consent would otherwise be required, shall have access to student records. 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 the Provider. Provider, including its officers, agents, employees, etc., shall not forward to any person other than parent or the Board any student record, including, but not limited to, the student's identity and shall not release student personally identifiable information, without the written consent of the parent and District. Also, Provider, including its officers, agents, employees, etc., shall not use or disclose student records in a manner inconsistent with the Family Educational Rights and Privacy Act ("FERPA"), any other applicable Federal or State law, or the purposes set forth in this Agreement. Further, Provider shall not disclose to the public the identity of any student who is eligible for, or receiving, SES under this Agreement, without the written permission of the parents of the student. Upon termination of this Agreement, Provider shall turn over to the Board all student records of the District's eligible students to whom Provider has provided services under this agreement. The duty to maintain the confidentiality of student personally identifiable information shall survive the termination of this Agreement. Provider shall immediately report to the Board any unauthorized use or disclosure of student records or information, by the Provider or its officers, agents, employees, of which the Provider becomes aware.

7. **Payment Terms:**

Provider shall submit to the Board monthly invoices itemized by name and address of student, service(s) provided, and amount owed. Such invoices shall be submitted within thirty (30) days of the rendering of services. The Board shall process payments to Provider within forty-five (45) days of submission of such invoices. No payment made pursuant to this Agreement shall be for religious worship or instruction.

8. **Board's Right to Audit Provider's Books:**

Provider shall provide access to all records or reports, or other matter relating to this Agreement, upon request by the Board. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

9. **Termination of the Agreement:**

The Board may terminate this Agreement at any time and for any reason. To terminate this Agreement, the Board shall give Provider twenty (20) calendar days' written notice prior to the date of the termination.

10. **Provider Compliance With All Applicable Law:**

During the term of this Agreement, Provider shall comply with all applicable Federal, State, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement. This provision includes, but is not limited to, all applicable Federal, State, and local health, safety, and civil rights laws.

11. **Amendment**

Any amendment to this Agreement shall be effective only if in writing and executed by both the Provider and the Board. However, if the Board is required to amend the Agreement pursuant to a change in the No Child Left Behind Act of 2001, or other Federal, State, or local health, safety, and civil rights law it is agreed that this Agreement can be amended pursuant to such mandate by the Board without written consent of the Provider.

12. **Assignment**

Provider shall not assign its duties and obligations under this Agreement to any other party without prior consent of the Board.

13. **Partial Invalidity**

If any term or condition of this Agreement shall be invalid or unenforceable to an extent, the remainder of the terms and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

14. **Liability Insurance**

At all times during the term of this Agreement, provider shall maintain liability insurance, at its sole cost, comprehensive, broad form general public liability insurance against claims for personal injury, death and property damage arising from the services provided under the terms of this Agreement. The insurance shall be carried by insurance companies authorized to transact business in Ohio, selected by Provider, and shall be in an amount not less than \$1,000,000.00 per accident (per person claiming injury), and \$5,000,000.00 in the aggregate.

15. **Criminal Records Checks on Employees:**

Provider shall ensure that each employee having responsibility for the care, custody, or control of a student being provided with services under this Agreement submits to criminal records check. Ohio law prohibits the Board from hiring persons who have been convicted of certain offenses or who fail to provide the information necessary for a record check, including a set of fingerprint impressions. A record check shall be requested on applicants who will be offered positions under the terms of this Agreement. The employment offer, however, is contingent upon the findings of the report. In the event a person has been employed prior to the Provider having received an unacceptable report, such person shall be dismissed immediately.

Applicants shall be required to disclose any conviction, if the nature of such conviction has a direct relationship to the position. Such disclosure will include the crime for which the applicant was convicted, the date, and the court. R.C. 3319.39(B) prevents the Board from hiring any person convicted of criminal offenses, including but not limited to the following: Murder, Assault, Kidnapping, Rape, Sexual Offenses, Abuse, Neglect, Weapons Offenses and Drug Offenses. A copy of the list of offenses will be made available upon request. Failure to report a conviction that appears on the report shall be grounds for disqualification and/or dismissal.

16. **Duty to Report Child Abuse**

Provider shall ensure that any employee who becomes aware of possible cases of abuse or neglect of any student, immediately reports such abuse or neglect to local law enforcement officials and to the Board. Under Ohio law, the duty to report applies when a person who is acting in an official or professional capacity knows or suspects that a child under eighteen (18) years of age or a mentally retarded, developmentally disabled, or physically impaired child under twenty-one (21) years of age as suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of the child.

17. **Recording of Incidents Reported to Law Enforcement/Emergency Services**

Provider shall maintain a record of any incidents reported to local law enforcement officials or emergency services involving students who are provided with services under the terms of this Agreement.

The undersigned acknowledge that the parties hereto have entered into this agreement as of the date first mentioned herein and that they possess full authority to bind the respective parties to the terms and conditions contained herein:

\_\_\_\_\_  
SES Provider

\_\_\_\_\_  
Board of Education

\_\_\_\_\_  
Board of Education

[Certification of Available Resources]