



THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered into on Aug. 28, 2009 between The School Board of Sarasota County, Florida (hereinafter referred to as "the District"), a body corporate under the Laws of the State of Florida, 1960 Landings Blvd., Sarasota, FL 34231, and 5 Star Learning, Supplemental Educational Service Provider (hereinafter referred to as "the Provider") for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in a separate Student Learning Plan (SLP). Eligible students are those students who have been identified by the District as meeting specific requirements under No Child Left Behind (NCLB), State Statutes, and Title I section 1116(e); and

WHEREAS, the District is authorized by NCLB and the State of Florida to enter into an agreement with State Approved SES Providers for the aforementioned purpose of providing SES tutoring services to eligible students at Title I schools that did not make Adequate Yearly Progress (AYP); and

WHEREAS, Provider represents that it has been approved by the Florida Department of Education and is on the current list of State Approved Providers for school year 2009-10 to provide services for the District, and is specially trained, experienced, competent to perform the SES required by the District, and such services are needed on a limited basis; and

WHEREAS, the No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) outlines the requirements for SES and contracts with providers; 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 such services to the District's eligible students if selected by the parent/guardian of eligible students;

NOW THEREFORE, in consideration of the above recitals, which are hereby deemed to be incorporated into this Contract as an integral part hereof, and not mere recitals hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Provider and the District hereby agree as follows:

1. Definitions

- **SES Eligible Student** – students from low-income families, as determined by the District, who are attending a Title I funded school that is in year two or beyond of school improvement, corrective action or restructuring.
- **Student Learning Plan (SLP)** – NCLB requires each school district to enter into an agreement with the state approved provider selected by a parent. That agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the Provider. If applicable, the SLP must be consistent with the student's Individualized Education program (IEP) under Individuals with Disabilities Education Act (IDEA), or the student's Section 504 plan.
- **Parent/Guardian** – For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

2. TERM

The term of this Contract shall become effective upon full execution of the Contract by both parties and shall remain in force until June 30, 2010. No payments will be made to any Provider who exhausted the student allocation and continued services.

3. Provider certifies and guarantees that it:

- A. Has a demonstrated record of effectiveness in increasing the academic achievement of students in subjects relevant to meeting the State's academic content and student achievement standards;
- B. Is capable of providing SES consistent with the instructional program of the District and the State in both content and achievement standards;
- C. Is ready, willing and able to begin providing services immediately upon signing this Contract, including providing required documentation;
- D. Is financially sound and otherwise capable of fulfilling its requirements to the District, students and parents during the term of this Contract.
- E. Will comply with District Policy not to disclose to the public at any time the identity of the student receiving SES and to be in compliance with Family Educational Rights and Privacy Acts (FERPA).
- F. Will provide services in accordance with all applicable civil rights laws, IDEA (Individuals with Disabilities Education Act), the Florida Consent Decree, by the criteria established by the State regarding the approval of SES Providers, and by the terms of this Contract.
- G. Will provide SES tutoring to eligible students for the 2009-2010 school year upon approval by the District of the Student Learning Plan (SLP) described below. Services to students for the 2009-2010 school year must begin by October 15, 2009, and conclude no later than the last student day of the school year, June 4, 2010. The Provider will ensure that the SES delivered are:
 1. Research-based;
 2. Specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment system; and
 3. Enabling eligible students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.
- H. Will provide content and instruction that is:
 1. Consistent with the District and State content and instruction;
 2. Aligned with District and State achievement standards; and
 3. Secular and neutral with reference to matters of religious, political and social ideology.

4. The Provider Agrees to:

STATEMENT OF GOALS/STUDENT PROGRESS/ATTENDANCE/ASSESSMENTS

Statements of Goals/Student Learning Plan (SLP):

- A. For each eligible student whose parent elects to receive SES from Provider, Provider will enter into a Student Learning Plan (SLP) that will be incorporated and become a part of the Contract. The Provider will develop a statement of achievement goals in consultation with the student's parent and the District.
- B. The Provider shall complete a SLP and begin tutoring for each student on or before October 15, 2009, for first round students assigned to Provider in Cayen system. For all subsequent enrollments, Provider will begin tutoring on or before twenty (20) days from the date such student is assigned to the Provider in the Cayen system.

- C. In the event that the Provider fails have at least eighty (80%) percent of their first round students assigned by District commence tutoring within the twenty (20) day state-mandated period, the District will reassign any students who have not started tutoring, and the Provider will not receive any incoming students from District's future enrollment periods. Noncompliance with the timeline will result in the student being reassigned to their second choice Provider. Provider must meet the twenty (20) day requirement for any student assigned after the first round roster.
- D. The SLP is complete when the following criteria have all been met:
1. The goals are based on Sunshine State Standards (SSS) and are appropriate to the prioritized academic achievement needs of the individual student.
 2. The consultation between the Provider, the District and each eligible student's parent(s) shall be held before any supplemental services are rendered.
 3. The parent/Provider/District conference appointments shall be coordinated with the District and held during District prescribed time availability.
 4. Provider shall not be reimbursed for any SES it renders before this consultation has occurred.
 5. The SLP will follow the SMART format and include goals that are specific to the academic achievement needs of the student, measureable, attainable, relevant and timely.
 6. If applicable, the SLP must be consistent with the student's Individualized Education program (IEP) under Individuals with Disabilities Education Act (IDEA) or the student's section 504 plan, and must note the existence of an IEP or 504 plan on the SLP.
 7. The SLP must also state how the student's progress will be measured, include a timetable for improving achievement, and indicate that parents will be informed of the student's progress in writing at least monthly.
 8. The SLP will include a listing of the number of sessions per week/month, the time and location of the sessions, and the type of service (Reading and/or Math) to be provided.
 9. Provider shall make no changes to, or terminate, any student's statement of achievement goals without the written consent of the District and the student's parent.
 10. The SLP will be entered into Cayen by Provider and approved by the School Coordinator in the Cayen system. Any required corrections must be completed by Provider. Tutoring may not begin until approval has been granted by the School Coordinator or District representative in Cayen system.
 11. The original hardcopy SLP must be signed by the parent, by a representative of the Provider and by the School Coordinator, who will convey them to the District Office of State and Federal Programs for confirmation and audit review. **No payment will be made for any student attendance without District Office possession of the original signed SLP.**
 12. The SLP is complete after it has been approved by the School Coordinator or District representative and signed by the parent/guardian. No tutoring will take place until District approval and parent/guardian review and signature of the SLP has been completed. **Any breach of these terms will be considered grounds for immediate Contract termination.**

Progress Reports:

- E. For each student to whom Provider gives services under this Contract, Provider shall enter all progress reports into the Cayen system. Provider will send to the student's parent(s) written reports describing the student's progress toward achieving benchmark data by the fifth day of each month after services have been rendered.

1. Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the Provider's state approved application, the student's SLP, or the student's monthly Attendance Roster, then that tutoring session will not be paid for by the District, and the Provider must submit a written plan to the District SES Facilitator, SES School Coordinator or District SES Program Specialist to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.
2. All Progress Reports shall contain the student's name, school, the goal(s) listed on the SLP, and the progress made toward each tutoring goal as evidenced by tutor assessment and student work completed. The progress report will also indicate whether this progress is sufficient for the student to achieve the goals by the end of the tutoring sessions. The student's attendance and level of participation must also be included.
3. All Progress Reports will address specific goals listed in the SLP and will include all SMART components: Support (student learning), Monitor (student progress), Affirm (student strengths), Relate (growth), and Timely (frequent reporting).
4. Provider shall give these reports in the following languages: English, Spanish, Russian, Ukrainian, Vietnamese, and Haitian Creole, if requested by parent.
5. A District phone review will be conducted monthly to determine if written progress reports have reached the parents of students being tutored for that month. If more than three per provider confirm not having received the monthly progress report, the Provider Invoice for that month will be held until compliance has been reached. Failure of provider to comply with giving monthly written progress reports to parents for two months is cause for termination of the Contract by the District.

Records of Attendance:

- F. The provider will maintain accurate records of attendance for students, including a daily student sign-in sheet.
 1. By the fifth day of each month, the Provider will convey to the appropriate School Coordinator via fax or email, the Cayen-produced and parent-signed attendance records for the previous month for approval.
 2. By the fifteenth day of the month, the Provider will convey the original attendance documents to the appropriate School Coordinator for audit purposes.
 3. The monthly student attendance records will be recorded on forms produced by the Cayen system and must include:
 - a. The name, address, and school of student;
 - b. The location at which tutoring is taking place;
 - c. The name of Provider's employee who rendered the service;
 - d. The amount of time of such service for each day (measured to the nearest five minutes and initialed by the student's parent/guardian or the student if parent/guardian is absent);
 - e. The time of day the tutoring took place; and
 - f. The signature of a parent/guardian for each date on which tutoring took place. Student signature is acceptable in the case of certain off-site locations, though the parent must sign at least once a month. No payment will be made for any attendance that does not have a parent/guardian signature.
 4. Payment will not be made for any absences.
 5. Assessments may not be claimed for billable time.

Records for Invoicing:

- G. Providers shall, by the 10th day of each month after services have been rendered, send to the District the said invoice for payment.
 1. If corrections need to be made on the invoice, Provider has 5 working days in which to correct any discrepancies. Failure to timely submit an invoice (invoice must reflect

the prior month's services) will delay payment, and in some cases payment may be refused.

2. District shall process payments to Provider for timely submitted invoices within thirty (30) days of receipt of such invoices.
3. After attendance has been approved in Cayen by School Coordinators, Provider will create an invoice in Cayen, sorted by school.
4. The Cayen invoice (top page only) will be signed by a representative of the Provider and submitted to the District for payment along with a signed Provider Invoice on company letterhead.
5. The invoice on company letter head must be summarized by school and will include:
 - a. The total number of hours by school,
 - b. The hourly rate for the service given to student, and
 - c. The amount due for each school.
 - d. The invoice will have the total number of hours of service for that month, and the total amount due, which will agree to the Cayen invoice.
6. Each record shall be signed by a representative of Provider and a representative of the District. Accurate reporting of attendance and progress MUST be submitted monthly for the previous month's services. This procedure is in effect for all students for whom the Provider has invoiced.
7. No payment will be made for any student attendance without District Office possession of the original signed SLP.
8. In addition, a current list of all Provider employees having any contact with students will be submitted to the Office of State and Federal Programs every month along with the monthly invoice to ensure security clearance compliance.

Pre- and Post-Assessments

- H. The SLP must be based on an assessment conducted by the state-approved SES Provider and/or academic performance data provided by the district. Provider agrees to the following Pre- and Post-Assessment requirements:
 1. The Provider will submit to the District a summary of all assessment instruments approved for use by the Provider in their state approved application. The summary will define the assessment instrument, the grade levels it will be used to assess, the subject and benchmarks assessed, the grading scale and an interpretation of the results.
 2. The Provider will conduct a pre- and post-assessment with each student, using an instrument defined in the Provider's state approved application, and will record the results of the pre- and post-assessments in Cayen system.
 3. The Provider will complete the pre-assessment with each student prior to the development of the student's SLP, and record the results in Cayen system prior to submitting the SLP for content approval. A SLP submitted without pre-assessment results shown on the SLP will be denied.
 4. The Provider will use the same grade level and assessment instrument to conduct a post-assessment, once tutoring has been completed, as the grade level and assessment instrument used to pre-assess the same student.
 5. A copy of the pre-assessment, completed by the student, will be submitted to the District with the signed SLP. The pre-assessment will show the name of the student, subject, grade level, date completed, and the person who administered the assessment.
 6. A copy of the post-assessment, completed by the student, will be submitted to the District with the final Invoice and final progress report. The post-assessment will show the name of the student, subject, grade level, date completed and the person, who administered the assessment. Final invoiced hours will be denied for payment if the final progress report and a copy of the post-assessment are not submitted.
 7. Providers are prohibited from billing the District for time used to conduct pre- and post-assessments of students and for the development of the SLP.

8. Provider will notify the students' school coordinator ten (10) days in advance of the scheduled post-assessment including the date, time and location that the post-assessment will be administered with the student.

5. Provider further agrees:

- A. To supervise students at all times, including through the end of tutoring and until parent pick-up. One session of tutoring is equivalent to one hour; however Provider must supervise student/s after tutoring until the student has been picked up by parent. The 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 caregiver, at the end of the 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. Failure to meet this requirement is cause for immediate termination of this Contract and removal of Provider's name from the District Provider list indefinitely.
- B. To provide evidence that all staff assigned to provide SES services meet the minimum qualifications as specified in the Provider Application.
- C. In accordance with Section 1012.32, Florida Statutes (2005), all Provider employees will complete Level II Screening (background check with fingerprinting) through the School Board Security Department before service begins. The cost of the fingerprinting will be borne by the Provider or individual and shall be performed at the School Board Central Office in the Security Department. (Please phone for an appointment, 927-9000 ext. 31132.) Provider will submit a complete list of employees (separated into District employees and non-District employees) with Social Security numbers, a scanned copy of the Level II badge or District badge, and a signed Dual Employment Agreement (for District employees only) for each employee to the Office of State and Federal Programs prior to the time they begin working with students. The Provider agrees that no individual will provide services to students prior to the receipt, review and approval of complete security documentation by the Office of State and Federal Programs. The Provider agrees not to hire applicants whose Level II 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 District has been convicted of a crime involving moral turpitude or any offense listed in Section 435.04, Florida Statutes (2005). Computer-based Providers shall provide specific criminal background checks to the District for approval of security clearance.
- D. The Provider will immediately submit the names and security information to the Office of State and Federal Programs for any employees as they are hired or released from working for the Provider. In addition, a current list of all Provider employees having any contact with students will be submitted to the Office of State and Federal Programs every month along with the monthly invoice. No SES will begin until Security Clearance has been reviewed and accepted by the Office of State and Federal Programs for all Provider employees. Failure to adhere to these requirements will result in immediate Contract termination.
- E. All Provider's employees shall wear District identification badges designating them as an approved SES Provider when rendering service or interacting with all parents/guardians or District personnel regardless of location.
- F. The Provider and all employees will adhere to the rules and procedures set forth while on school campuses, in the student's home, or at a designated site for tutoring services.

They will conduct themselves in a manner that matches the culture of the school/home and promotes a positive climate as provided to include appropriate attire and language. All employees of Provider are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

- G. Parents of children being tutored have the right to know the qualifications and certifications of the tutor who is providing instructional services to their child. The Provider will submit this information to the parent upon request in the appropriate language of the requesting parenting.
- H. To have any teacher currently employed by the District who is also employed by Provider to sign the Dual Employment Agreement, which is attached to this Contract, and to inform any of those same teachers, who are currently employed by the District, that they are not to tutor any student they presently have in class, and that they are not to commence tutoring until their workday is completed. District employees currently employed by Provider are prohibited from representing the Provider at any events at the employee's own school (such as Provider Fairs) and may not solicit on behalf of the Provider among students at their school. No teacher employed by the District who has signed a contract for any other after school services may be solicited by the Provider to tutor. Any violation of the above may subject the employee to disciplinary action.
- I. To be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her SLP. The Provider will not have the use of any computers, educational materials, supplies, or equipment owned by the District to conduct tutoring sessions at any school site.
- J. To comply with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973 and provide written assurance of same and to not discriminate on matters related to race, sex, handicap, age, marital status, sexual orientation, or national origin.
- K. It is the parents/guardians sole responsibility to complete the Tutoring Application and enrollment forms. Provider is not authorized to duplicate, alter, complete, distribute, or submit enrollment forms for parents/guardians. **Noncompliance with District enrollment procedures shall result in immediate termination of this Contract.**
- L. To develop written policies concerning the care of students in emergencies, clinical and administrative records, and insurance coverage. Provider will notify the School Board within twenty-four (24) hours 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. The Provider will ensure that each tutor has an active cell phone for said emergencies. The Provider agrees to submit a written summary report of the occurrence to the District within three (3) days of original notification.
- M. To be in compliance with Section 1012.465(1) Florida Statutes (2004) as amended by the Jessica Lunsford Act. Failure to be in compliance with this Act may result in this Contract being suspended or terminated. www.sarasota.k12.fl.us Click on link for Jessica Lunsford Act.
- N. The Provider further agrees to notify the District immediately of any information that may be detrimental to the health or safety of any student or that may inhibit the Provider's performance of the Contract.

- O. At all times during the Contract term, Provider shall, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the state of Florida, with a general Best's rating of "A-" or better and a financial size category of "IV" or better according to the A.M. Best rating Guide and acceptable to District, all the types of insurance listed below. Provider will submit proof of compliance with all of the following insurance requirements before any services may begin:

1. Commercial General Liability Coverage

Limits: \$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage. Provider shall include the District and its members, officers and employees as "additional insured" on the required Commercial General Liability Insurance. Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without any application of a deductible or a self-insured retention.

2. Workers Compensation Insurance

Limits: Coverage A Statutory
Coverage B \$ 500,000.00

If the Provider is entering District premises for services, a waiver of subrogation must be provided.

3. Auto Liability (if The Provider is transporting students)

Limits: \$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate

Must include Medical Pay coverage of \$50,000 per individual, per occurrence.

4. Errors and Omissions (Professional Liability)

Limits: \$1,000,000.00 Each Claim
\$1,000,000.00 Aggregate

The Provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Contract.

Compliance with all insurance requirements is mandatory. No services will start until compliance is complete, and services will be stopped immediately if any insurance coverage lapses.

- P. This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship as 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 his/her employees or agents as they relate to the SES to be provided under this Contract.
- Q. Instructional delivery shall remain consistent with the Provider description included in the State approved application and District requirements for comprehensive and rigorous academic content. Provider will/ will not provide ESE services.

Provider will/ will not provide LEP services. Provider tutoring shall be delivered via the following model(s):

- On-Site
- Off-Site (location—name & address) Local Library
- In-Home
- In-Home and Computer based

- R. In accordance with District practice and research-based evidence specifying benefit to small group instruction, group size shall not exceed five (5) students. One session is equal to one hour in length.
- S. The Provider will register with the District as a vendor prior to submitting the Contract.
- T. The Provider will establish contact with the parent/guardian of assigned student within 10 days of enrollment or student will be transferred to another Provider. Provider shall begin tutorial services no more than 10 days after the completion of the SLP or Contract will be terminated, and parent/guardian shall be given the opportunity to choose another Provider.
- U. Students' assessments shall correlate to Sunshine State Standards (SSS). The Provider will not receive compensation for conducting assessments. The District will share pertinent assessment information as requested by the Provider pending parental consent to release information. Request shall be made at least one week in advance.
- V. The Provider shall adhere to the communication procedures set forth by each school so as to minimize disruption to the regular school day schedule.
- W. If the Provider desires to use the District's facilities, the Provider must make a separate application for use of facilities through that school's Principal. The facility usage agreement is a contract with individual schools and the Provider, and is determined by "space available" for the Provider at each school. If space is limited, the Provider who has made application and signed an agreement to rent space at that facility first will be considered first. The agreement between the school's principal and the Provider may be null and void if the availability of space becomes an issue, or if the Provider fails to comply with the facility usage agreement and timely payment of usage fees. The Provider shall pay the applicable hourly rate for such use as determined by the District's current facility use charge requirement. If a Provider is unable to rent space at a school, other facilities outside of the District's facilities that are suitable for delivering instruction to students may be rented by the Provider. The Provider shall provide a written release of liability indicating that the District site is not responsible for loss or damage of Provider owned equipment, materials and supplies on school grounds. The Provider will not have access to the schools' computers, supplies, instructional materials or equipment for tutoring purposes.
- X. The Provider shall not offer any up front incentives to a parent/guardian or student as an inducement to enroll in Provider's program. Modest incentives for students showing academic improvement or attendance are subject to approval from the Title 1 office. These incentives may not exceed a total of \$50.00 for any one student over the course of the SLP. Incentives may not be used to market or encourage parents to sign for Provider services.
- Y. To keep all student records in a secure location preventing access by unauthorized individuals and to provide the District, the SES District Facilitator, and the SES School Coordinators with access to all SES facilities, and records, as may be necessary for the

District to monitor compliance with this Contract. The Provider shall notify the District in writing of any change in location and shall provide the address of the new location.

Z. During the term of this agreement and for five years thereafter, the Provider shall maintain detailed records of all the services rendered pursuant to this Contract, including student eligibility information, employee records, progress reports, lesson plans, invoices and all other documentation associated with providing SES to eligible students in the District. The District, its auditors and representatives, auditors and representatives of the state education department and USDOE shall have the right to examine and inspect such records at any time. The Provider shall cooperate with any and all reasonable requests to inspect records.

AA. To be solely responsible for the provision of all appropriate supplies, equipment and facilities for each student as required in his/her SLP. A Provider who desires to use the District's facilities to implement its SES must make a separate application or use of facilities through the School Board's facilities usage procedures. District computers, educational materials, supplies or equipment will **not** be available to Providers for the use of tutoring.

BB. To not subcontract or assign any of the work under this Contract to any third party or entity. Parent/guardian 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 parents/guardian. In no event shall the agreed upon charges obligate District financially, nor shall District incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida DOE.

CC. All marketing materials must be reviewed and approved by the District State and Federal Program Office Supervisor. Provider will submit to the District samples of marketing materials including brochures, newspaper ads, scripts by recruiters, video tapes, TV ads, etc. at least two weeks in advance of their intended usage. Provider is responsible for adhering to program components indicating services for ESE and/or LEP students if marketed as such. All marketing materials distributed to parents must include the following:

"In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2009-2010 school year."

Failure to comply with all marketing requirements will result in this Contract becoming null and void.

DD. To be bound by the Code of Professional Conduct and Business Ethics for Supplemental Educational Services Providers and any amendments to any State or Federal laws referenced in this Contract or which impacts the SES. The Provider agrees to have a company representative provide the State guidelines for Ethical Conduct to all employees. All employees (with direct or indirect contact with District students) will sign an agreement indicating that they will follow the Ethical Conduct guidelines. As reflected in the Assurances Section of the Provider's state application, Provider agrees to adhere to the SES Provider Code of Ethics of the Education Industry Association (EIA) as revised January 8, 2008, a copy of which is attached to this Contract. The Provider shall refrain from making disparaging remarks about the District, its employees, facilities, curriculum or instructional practices. Negative or slanderous comments regarding any aspect of the District will be grounds for immediate termination of the Contract. Tutors and assistants who are employed by the Provider remain subject to the Florida Code of

Ethics for Educators (FCEE). The Provider may not request that these employees engage in any activity that is not permitted under the FCEE.

EE. To attend the District training session to utilize the student data tracking and invoice system through District SES software, to attend an annual Provider meeting and other meetings as required during the year and to share all District provided informational materials with the appropriate parties, such as tutors and corporate officials. **Failure of the Provider to attend the training and annual meetings will result in the Contract being immediately terminated.**

FF. Provider agrees to utilize District's SES software to upload and print monthly attendance rosters, document tutoring location, develop the Student Learning Plan, record attendance, and print and submit invoices. Provider agrees to keep the District's SES software up to date within two weeks of services rendered. As long as the District's SES software is functioning properly, any Provider support calls to the SES software company over two hours per Contract will be at Provider cost. This cost will be clearly documented and deducted from Provider's invoices.

GG. INDEMNIFICATION: The Provider shall indemnify, keep and save harmless the District, its agents, officials and employees against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the District arising out of the performance of or failure to perform services required by this Contract, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Provider or its employees. The Provider shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the District in any such action, the Provider shall, at its own expense, satisfy and discharge the same. The Provider expressly understands and agrees that any performance bond or insurance protection required by the Contract, or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the District as herein provided. Nothing herein shall be deemed to constitute a waiver of sovereign immunity on the part of the District or to affect, limit or reduce the protection afforded the District under the provisions of Section 768.28, Florida Statutes.

The indemnity hereunder shall survive termination of this Contract and continue through such time as any and all claims arising out of the Provider's performance or failure to perform under this Contract have been finally settled, regardless of when such claims are made.

6. The District agrees to:

- A. Notify parents of eligible students annually (during years when it is required by NCLB to offer SES) of the opportunity to obtain SES and provide them with a list of state approved SES Providers.
- B. Make available to parents and Provider a copy of the Student Enrollment Form both before and during the school year. (It is the Parents' sole responsibility to complete the Student Enrollment Form.)
- C. Assist parents, if requested, in obtaining additional information regarding state approved SES providers that are available to serve their child.
- D. Notify the Provider via Cayen of the student's name, school, address and telephone of record, and allow the Provider to initiate contact with the student's parent/guardian for the provisions of SES, once a parent/guardian selects a Provider for their child.

- E. Make appropriate monthly payments to the Provider not to exceed the total amount of \$ 1122.00 per student during the term of the Contract.
- F. Terminate this Agreement at anytime by providing written notice to the Provider if:
 - 1. The student does not make progress toward achieving the above stated goals at the end of one semester, or
 - 2. The parent or guardian withdraws his/her child from receiving SES, or
 - 3. The student fails to comply with attendance requirement, or
 - 4. The Provider violates any terms of this agreement, including disclosure of the identity of students, or
 - 5. The Provider ceases to be a State-approved service provider by the Florida Department of Education.
- G. Provide appropriate student information, with parent permission, to SES Provider and to develop an agreement, in consultation with each eligible student's parent/guardian and the Provider.
- H. To monitor the tutoring sessions to insure the comprehensive academic rigor and relevance of the tutoring, and the safety and well being of the students.

7. The Provider and the District mutually agree:

- A. This Contract terminates automatically upon payment of the total amount for supplemental services or as of the close of business on the specified ending date of Contract.
- B. District assumes no liability related to the provision of services by the Provider beyond reimbursement to the Provider for services as identified in this Contract.
- C. Transportation to and from tutoring services of the Provider is the responsibility of the parent, guardian, or other adult.
- D. The 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. Absences in excess of 10% of the contracted days will result in termination of services. Student will be withdrawn from services for illness that exceed three (3) days.
- E. Disputes between the District and the Provider concerning the interpretation of, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to the Supervisor of State and Federal Programs at 1960 Landings Blvd., Sarasota, FL 34231
- F. Method of Payment: Each SES Provider will submit a monthly signed invoice using the Cayen system, summarized by school, and a signed Invoice on company letterhead indicating services for the previous month, summarized by school. This Invoice will identify the hourly rate per student. The Provider may receive up to \$1122.00 for the 2009-2010 school year for SES for each student. Any request for additional funds are outside the responsibility of the District and rests with the SES Provider and parent. Payments will be based on the total number of hours each student actually attends.

G. The Provider will submit a complete request for payment by the 10th of each month to:

Jane Mahler
Supervisor, Office of State and Federal Programs
Sarasota County Schools
1960 Landings Blvd.
Sarasota, FL 34231

The SES Provider agrees to an hourly payment rate of \$ 70.00.

- H. The District may withhold payment to the Provider if the Provider has failed to submit the invoice in a timely manner (by the 10th of each month for the prior month's services).
- I. The District does not discriminate on the basis of race, sex, marital status, national origin, religion handicap, sexual orientation, or age, in the operation of the school district or in the provision of services.
- J. This Contract shall be governed by the Laws of the State of Florida.
- K. The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract shall become effective upon full execution of the Contract by both parties and shall remain in force until June 30, 2010, unless sooner terminated as provided herein.
- L. The following Sarasota County School Board Title I Supplemental Educational Services documentation constitutes the entire agreement between District and Provider:
- Contract
 - Student Enrollment Form
 - Provider state-approved application
 - Insurance Provisions
 - Student Learning Plan (SLP)
 - EIA Code of Ethics as amended January 8, 2008
 - Dual Employment Agreement
 - Completed background checks

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

THE SCHOOL BOARD OF SARASOTA COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Caroline G. Zucker, Chair

Date

Approved for Legal Content
June 5, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

5 Star Learning

Name of Supplemental Educational Service Provider

Camilla Barnes

Supplemental Service Provider Authorized Representative

Aug. 28, 2009

Date

Tax Identification Number: 26-0349268

Authorized name, contact number and address for sending notice and information if different from above:

Ms Kinley Evans, Gr.

Name/Title

1550 South French Ave.

Address

Danford Fl. 32772

City/State/Zip Code

1-866-273-6899

Telephone Number

DISTRICT REPRESENTATIVE (SES)

Print Name and Titles

Signature

Date