



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

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered into 9/4/07 between the School Board of Sarasota County (hereinafter referred to as "the DISTRICT"), a body corporate under the Laws of the State of Florida, 1960 Landings Blvd., Sarasota, FL 34231, 941-927-9000 and Brainfuse.

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) and State Statutes, and Title I section 1116(e)

**WHEREAS**, the DISTRICT is authorized by NCLB and the State of Florida to enter into an agreement with State-Approved Supplemental Educational Service PROVIDERS for the aforementioned purpose of providing SES tutoring services to eligible students at Title 1 schools that did not make Adequate Yearly Progress (AYP).

**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 2007-08 to provide services for Sarasota County School District, and is specially trained, experienced, competent to perform the SES required by the District, and such services are needed on a limited basis;

**WHEREAS**, the No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) outlines the requirements for supplemental educational services and contracts with providers;

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education and has met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to the DISTRICT's eligible students if selected by the parent/guardians 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 Board hereby agree as follows: it is agreed between the parties as follows:

**1. TERM**

The term of this Agreement shall commence on August 20, 2007 and shall end on May, 25, 2008. However, tutoring services shall commence no earlier than September 17, 2007 and shall end when individual student allocations have been spent in total, or by the final date of May 25, 2008. No payments will be made to any Provider who exhausted the student allocation and continued services.

**2. STATEMENT OF GOALS/STUDENT PROGRESS/ATTENDANCE**

The Provider Agrees to:

- A. To comply with School Board Policy not to disclose to the public at any time the identity of the student receiving supplemental services and to be in compliance with Family Educational Rights and Privacy Acts (FERPA).
- B. To provide services in accordance with all applicable civil rights laws, IDEA (Individuals with Disabilities Education Act), the Florida Consent Decree, and by the criteria established by the State regarding the approval of SES Providers.
- C. To provide accurate records of attendance for students. Payment will not be made for any absences.
- D. Statement of Goals. For each eligible student whose parent elects to receive SES from Provider, Provider shall develop a statement of achievement goals in consultation with the student's parent and District. These goals are based on SSS and meet the needs of the student. 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. This consultation between the Provider, the District and each eligible student's parent(s) shall be held before any supplemental services are rendered. Provider shall not be reimbursed for any supplemental services it renders before this consultation has occurred.
- E. Progress Reports. For each student to whom Provider gives services under this Agreement, Provider shall, by the 10th day of each month after services have been rendered, send to the District and the student's parent(s), written reports describing the student's progress, including benchmark data. Provider shall give these reports in the following languages: English, Spanish, Russian, Ukrainian, Vietnamese, and Haitian Creole if requested by parent.
- F. Records of Attendance/Invoice. With each invoice, Provider shall submit **monthly** records of student attendance on a form or forms provided by the District, including the name, address, and school of student; the hourly rate for the service given to student; the name of Provider's employee who rendered the service; the amount of time of such service for each day (measured to the nearest five minutes and initiated by the student's parent/guardian or the student if parent/guardian is absent); the total number of hours of such service for **that month**; and the amount due. The **first** month's invoice **must** be accompanied by the completed (goals & signatures) SLP of students who are being invoiced, indicating exact hours for tutoring in math and reading. This procedure is in effect for all students who the Provider has invoiced. An incomplete SLP will result in no payment. Providers shall by the 10<sup>th</sup> day of each month after services have been rendered, send to the District the said invoice for payment. If corrections need to be made on invoice, Provider has 5 working day in which to correct any discrepancies. Failure to timely submit (invoice must reflect the **prior month's** services.) will delay payment, and in some cases payment may be refused. Each record shall be signed by a representative of Provider, a representative of the District and the Director of NCLB/Federal Grants. **Accurate reporting of attendance and payment MUST be submitted monthly for the previous month's services.**
- G Student Learning Plan (SLP). For each student receiving SES services, the Provider, the District and the student's parent(s) will enter into a SLP which, at a minimum, will detail how the student's progress will be measured, a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's individualized education program, a listing of the number of

sessions per week/month, the time and location of the sessions, and the type of service to be provided.

### 3. PROVIDER FURTHER AGREES:

A. To supervise students at all times, including through the end of tutoring and until parent pick-up or appropriate arrangements are met. 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.

B. To provide evidence that all staff assigned to provide SES services have undergone Level 2 Screening (background check with fingerprinting) through the School Board prior to the time they begin working with students. 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. The Provider agrees that no individual will provide services to students prior to the School Board's receipt, review and approval of the Level 2 Screening results. The Provider agrees not to hire applicants whose Level 2 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 School Board 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 School Board for approval of security clearance. The Provider shall be required to maintain a current list of employee's names and supply the School Board with the list of employees as they are hired or released from working for the Provider. All Provider's employees shall wear identification designating them as an approved SES Provider when rendering service or interacting with all parents/guardians and the School Board. The Provider 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. Parents of children being tutored have the right to know the qualifications and certifications of the tutor/s who/m is/are 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.

C. To inform any teachers who are currently employed by the School Board of Sarasota County 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. No teacher employed by the School Board 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.

D. 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 to conduct tutoring sessions at any school site.

E. 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.

F. To not discriminate on matters related to race, sex, handicap, age, marital status, sexual orientation, or national origin.

G. To develop written policies concerning the care of students in emergencies, clinical and administrative records, and insurance coverage. 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 School Board within three (3) days of original notification.

H. 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](http://www.sarasota.k12.fl.us) click on link for Jessica Lunsford Act.

I. The Provider further agrees to notify the School Board 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.

J. To provide proof of complying with the following insurance requirements:

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.

2. Workers Compensation Insurance  
Limits: Coverage A Statutory  
Coverage B \$ 500,000.00

If The Provider is entering Sarasota School Board premises for services, a waiver of subrogation must be provided.

3. Auto Liability (if The Provider is transporting students)  
Limits: \$5, 000,000.00 Each Occurrence  
\$ 5,000,000.00 Aggregate

4. Errors and Omissions  
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.

K. To enter into a Student Learning Plan (SLP) that will be incorporated and become a term of the Contract. Such SLP agreement shall include and address and services shall start on or before October 15, 2007.

1. The specific achievement goals for the student;
2. A description of how the student's progress will be measured;
3. A timetable for improving student achievement;
4. Procedures approved by the School Board for regularly informing the student's parents, teachers and the School Board of the student's progress;
5. For all students who have an Individualized Education Plan(IEP), Limited English Proficient Plan (LEPP), or are receiving services under Section 504, to

develop the goals and timetables consistent with the IEP, LEPP, or Section 504 services;

The School Board in consultation with parent/guardians and Provider shall develop an SLP for each eligible student whose parent/guardian elects to receive supplementary services from a Provider. SLP conference appointments shall be coordinated with the LEA and held during LEA prescribed time availability. The Provider is responsible for having a representative in attendance at the confirmed meeting time. Chosen student goals will be directly correlated to the Sunshine State Standards (SSS) and will be appropriate to the prioritized deficits of the individual student. The Provider will release to the parent the qualifications of the tutor if the parents exercise the Parent –Right –To Know.

Changes to a student's SLP may only be made with the written consent of the School Board and in consultation with parents/guardians. The Provider shall not unilaterally terminate an SLP. The Provider must obtain written authorization from the School Board before terminating a SLP.

Instructional delivery shall remain consistent with the Provider description included in the state approved application. Tutoring services shall be provided not to exceed two times per week. Group size shall not exceed **1 - One** students.(Must agree with state application) The maximum length of tutoring sessions per day shall not exceed one hour. Provider **will provide** ESE services. Provider **will provide** LEP services. Provider tutoring shall be delivered via the following model(s):

#### **In-Home and Computer based: Online via Internet**

The Provider will register with the LEA as a vendor prior to submitting the contract.

The Provider will make the initial contact with the parent/guardian within 10 school days of the on-line enrollment, or contract will be terminated.

The Provider shall complete the SLP within 20 school days after receipt of student assessment data, or contract will be terminated.

The 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 if tutoring services do not begin within 10 days of SLP completion.

Students' assessments shall correlate to Sunshine State Standards (SSS). The Provider will not receive compensation for conducting assessments. The School Board 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.

The Provider shall adhere to the communication procedures set forth by each school so as to minimize disruption to the regular school day schedule.

If the Provider desires to use the District's facilities must make a separate application for use of facilities through that school's Principal. The facility usage agreement is a contract within 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 a contract 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. 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 School Board'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 School Board 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 for tutoring purposes.

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 \$5.00 in value, at one time, or \$50.00, in the aggregate, for any one student over the course of the SLP.

- L. To provide the School Board, the SES District Facilitator, and the SES School Coordinators with access to all SES facilities, and records, as may be necessary for the School Board to monitor compliance with this contract. The Provider shall notify the School Board in writing of any change in location and shall provide the address of the new location.
- M. 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 School Board's facilities to implement its SES SLP must make a separate application or use of facilities through the School Board's facilities usage procedures. District computers will **not** be available to Providers for the use of tutoring.
- N. To not subcontract or assign any of the work under this Contract to any third party or entity.
- O. To submit the names of individuals who will market on their behalf to the School Board. Provider will submit to the School Board samples of marketing materials including brochures, newspaper ads, scripts by recruiters, video tapes, TV ads, etc. at least two weeks in advance of their usage. Provider is responsible for adhering to program components indicating services for ESE and/or LEP students if marketed as such.
- P. 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 share the state guidelines for Ethical Conduct with all employees. All employees (with direct or indirect contact with LEA students) will sign an agreement indicating that they will follow the Ethical conduct guidelines. The Provider shall refrain from making disparaging remarks about the LEA, its employees, facilities, curriculum or instructional practices. Negative or slanderous comments regarding any aspect of the LEA will be grounds for immediate termination for the contract. Tutors and assistants who are employed by the Provider remain subject to the Florida Code of Ethics for Educators. The Provider may not request that these employees engage in any activity that is not permitted under the FCEE.
- Q. To attend a District on- site training site session to utilize the student data tracking and invoice system through Cayen .

- R. INDEMNIFICATION: The Provider shall indemnify, keep and save harmless The School Board, 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 School Board 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 School Board 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 School Board as herein provided.

The indemnity hereunder shall 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.

**The Board 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. Assist parents, if requested, in obtaining additional information regarding state approved SES providers that are available to serve their child/(ren).
- C. Make monthly payments to the Providers not to exceed the total amount of \$987.00 per student during the term of the contract.
- D. 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 supplemental services, 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
- E. Provide appropriate student information, with parent permission, to SES provider and develop an agreement, in consultation with each eligible student's parent/guardian and the Provider.
- F. To monitor the tutoring sessions to insure the rigor and relevance of the tutoring, and the safety and well being of the students.

**The Provider and The Board 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. Sarasota County School 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. 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 School Board 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 Associate Superintendent of Instructional Support Services at 1960 Landings Blvd. Sarasota, Fl. 34231
- F. Method of Payment: Each Supplemental Service Provider will submit a monthly calendar indicating services for the previous months for each student and signed off by each parent. This calendar will identify the hourly rate per student. The Provider may receive up to \$ 987.00 for the 2007-2008 school year for supplemental services for each student. Any request for additional funds are outside the responsibility of the district and rests with the supplemental services Provider and parent. Payments will be based on the total number of hours each student actually attends. The Provider shall submit a list of all tutors employed by them for the purpose of tutoring for Sarasota County School District, and their social security numbers to the Administrative Assistant to the Director of Finance at 1960 Landings Blvd. Sarasota, Fl. 34231. The Provider shall also submit an identical list of tutors without SS numbers to The Supervisor of State and Federal Projects. This list shall include the location of where services are being delivered and a list of the names of the students they are tutoring.

The Provider will submit a request for payment, along with a student attendance record, by the 10<sup>th</sup> of each month to:

Carole Roberts  
Supervisor of State and Federal Grants  
Sarasota County Schools  
1960 Landings Blvd.  
Sarasota, Fl. 34231

The Supplemental Service Provider agrees to an hourly payment rate of **\$ 45.00 Distance Learning (internet based) Instruction.**

The LEA may withhold payment to the Provider if the Provider has failed to submit the invoice in a timely manner (by the 10<sup>th</sup> of each month for the prior month's services).

The School Board of Sarasota County, Florida 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.

The Laws of the State of Florida shall govern this Contract, and governing regulatory, all of which are incorporated herein.



The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This Contract is effective 9/4/07 and terminates at 5:00 p.m. on May 25, 2008 unless sooner terminated as provided herein.

**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  
Signature Page**

\_\_\_\_\_  
**Mr. Frank Kovach, Chair**

Approved for Legal Content  
August 1, 2007, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: \_\_\_\_\_ASH\_\_\_\_\_

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Brainfuse

Name of Supplemental Educational Service Provider

\_\_\_\_\_  
Supplemental Service Provider Authorized Representative

\_\_\_\_\_  
Date

Tax Identification Number: \_\_\_\_\_

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

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Telephone Number

**DISTRICT REPRESENTATIVE (SES)**

\_\_\_\_\_  
Print Name and Titles

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date