

AGENDA

REGULAR SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA

August 25, 2009

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. OPENING PRAYER
3. PLEDGE OF ALLEGIANCE
4. RECOGNITIONS

ITEMS FOR CONSENT

5. REVIEW OF MINUTES – **SEE ATTACHMENT**
 - a. July 21, 2009, 6:00 p.m. – Special Board Meeting
 - b. July 28, 2009, 4:00 p.m. – School Board Workshop
 - c. July 28, 2009, 6:00 p.m. - Regular School Board Meeting
 - d. August 4, 2009, 6:00 p.m. – Tentative Budget Hearing
 - e. August 11, 2009, 6:00 p.m. – Special Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.
6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions)
 - a. Personnel 2009 – 2010 – **SEE PAGE #3**

ACTION REQUESTED: The Superintendent recommends approval.
7. BUDGET AND FINANCIAL TRANSACTIONS
 - a. Approval of bills and vouchers - See back-up material

ACTION REQUESTED: The Superintendent recommends approval.

b. Budget Amendment Number Twenty-Nine - **SEE PAGE #6**
Fund Source: 420 (Federal) Fund
Amount: \$-253.73
ACTION REQUESTED: The Superintendent recommends approval.

c. Budget Amendment Number Thirty – **SEE PAGE #12**
Fund Source: 410 (School Food Service) Fund
Amount: \$.00
ACTION REQUESTED: The Superintendent recommends approval.

8. **CONTRACT/PROJECT/GRANT APPLICATIONS**

a. Contract with Soliant Health – **SEE PAGE #19**
Fund Source: FEFP
Amount: \$58.00 per hour
ACTION REQUESTED: The Superintendent recommends approval.

b. Supplemental Educational Services Providers Contract – **SEE PAGE #26**
Fund Source: Title I, Part A, Basic (NCLB Public School Options)
Amount: An Amount Not to Exceed \$1,235.00 per eligible student
ACTION REQUESTED: The Superintendent recommends approval.

9. **STUDENT MATTERS – SEE ATTACHMENT**

a. Student Transfers – See back-up material
ACTION REQUESTED: The Superintendent recommends approval.

10. **SCHOOL FACILITY/PROPERTY**

a. Request to Delete from Capital Assets – Motor Vehicle – **SEE PAGE #271**
Revenue: General Fund
Amount: \$1,500.00
ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

11. **CONSIDER, PROPOSAL, AND/OR ADOPTION OF ADMINISTRATIVE RULES AND RELATED MATTERS**

a. Approval of School Board Rule 2.25 (Code of Student Conduct) – **SEE PAGE #273**
Fund Source: N/A
Amount: N/A
ACTION REQUESTED: The Superintendent recommends approval.

- 12. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
- 13. SCHOOL BOARD REQUESTS AND CONCERNS
- 14. ADJOURNMENT

The School Board of Gadsden County



"Building A Brighter Future"

Reginald C. James
SUPERINTENDENT
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
www.gcps.k12.fl.us

August 25, 2009

The School Board of
Gadsden County, Florida
Quincy, Florida 32351

Dear School Board Members:

I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.

Item 6A Instructional and Non-Instructional Personnel 2009/2010

The following reflects the total number of full-time employees in this school district for the 2009/2010 school term, as of August 25, 2009.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees August, 2009</u>
Classroom teachers and Other Certified	120 & 130	454.5
Administrators	110	43
Non-Instructional	150, 160, & 170	<u>361</u>
Total		858.5

Sincerely,

Reginald C. James
Superintendent of Schools

Eric F. Hinson
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Judge B. Helms, Jr.
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Isaac Simmons, Jr.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

Charlie D. Frost
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

Roger P. Milton
DISTRICT NO. 5
QUINCY, FL 32351

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

AGENDA 6A, INSTRUCTIONAL AND NON INSTRUCTIONAL 2009-2010

REQUESTS FOR LEAVE, RESIGNATIONS, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT:

INSTRUCTIONAL PERSONNEL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Brown, Rashad	CPA	Teacher	08/17/2009
Cooper, Akbar	CPA	Teacher	08/17/2009
White, Pelvo	CPA	Teacher	08/17/2009
Brady, Nakia	EGHS	Teacher	08/17/2009
Lynch, Jeremy	EGHS	Teacher	08/17/2009
Murray, Elizabeth	EGHS	Teacher	08/17/2009
Stallworth, Shaunte	EGHS	Teacher	08/17/2009
Shubrick, Patricia	EGHS	Teacher	08/17/2009
Miller, Miriam	ESE	Teacher	08/17/2009
Smith, Fannie	ESE	Teacher	08/17/2009
Baker, Mary	GRET	Teacher	08/17/2009
Dallas, Katherine	GRET	Teacher	08/17/2009
Range, Kenneth	GRET	Teacher	08/17/2009
Jeffries, Patrick	HES	Teacher	08/17/2009
Hover, Antonia	HES	Teacher	08/17/2009
Richardson, Natasha	HES	Teacher	08/17/2009
Bidwell, Colby	HMS	Teacher	08/17/2009
Scales, Ricardo	SSES	Teacher	08/17/2009
Odaffer, Jordan	WGHS	Teacher	08/17/2009
Lunsford, Spencer	WGHS	Teacher	08/17/2009
Shaw, Tammy	WGHS	Teacher	08/17/2009
Sokson, Shalonda	WGHS	Teacher	08/17/2009
Strong, Kenneth	WGHS	Teacher	08/17/2009
Tribue, Kimberly	WGHS	Teacher	08/17/2009

NON-INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Elias, Irene	EGHS	Office Manager	08/03/2009
Griffin-Rittman, Benita	ESE	Program Specialist	08/17/2009
Peters, John	GBES	Custodial Asst.	08/12/2009
Donald, Nettie	GRET	Office Manager	08/03/2009
Hughes, Ida	GRET	Secretary	08/03/2009
Hatcher, Olivia	Transportation	Bus Driver	08/24/2009
Starks, Edwin	Transportation	Bus Driver	08/24/2009
Solias, Lorianne	WGHS	Secretary	08/17/2009

LEAVE OF ABSENCE

<u>Name</u>	<u>Beginning Date</u>	<u>Ending Date</u>
Beasley, Brandi	08/17/2009	11/09/2009
Hatcher, Niah	08/17/2009	09/04/2009
Lightfoot, Shayla	08/24/2009	09/18/2009
Therlonge, Daphnee	08/17/2009	09/28/2009
Williams, Gregory	08/17/2009	06/30/2009

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Bolden, Sidney	WGHS	Teacher	08/17/2009
Holt, Brenda	WGHS	Teacher	08/17/2009
Jackson, Katina	JASMS	Guidance Counselor	08/17/2009
Lawson, Mary	GTI	Nursing Program Coord.	08/17/2009
Walker, Willie	HES	Teacher	08/17/2009

RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Cunningham, Nathan	GCA	Custodian	08/14/2009
Griffin, Ella	EGHS	Food Service Worker	08/21/2009

DROP RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Carter, Susan	SSES	Ed. Paraprofessional	08/31/2009
Green, Irene	EGHS	Teacher	08/17/2009
Melton, Larry	Maintenance	Lead Maint. Worker	09/30/2009

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

DATE OF SCHOOL BOARD MEETING: August 25, 2009

TITLE OF AGENDA ITEMS: Budget Amendment Number Twenty-Nine

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Reduces budget roll forward adjustment for Title III 07-08 posted twice \$ - 253.72
Posts budget by function/object and center (where specified) to correspond to actual
expenditures by project – clean up to close out 08-09 for roll forward. \$.00

FUND SOURCE: 420 (Federal) Fund

AMOUNT: \$ -253.73

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the Comptroller has signed the budget page.

Gadsden County School Board
 420 (Federal) Fund Estimated Revenue
 Budget Amendment Number Twenty-Nine

FUND 420 REVENUE OBJECT	ESTIMATED REVENUE 6/30/2009	BUDGET AMENDMENT NUMBER TWENTY-NINE	ENDING ESTIMATED REVENUE 6/30/2009
190	\$ -	\$ -	\$ -
191	\$ -	\$ -	\$ -
199	\$ 2,912,425.64	\$ -	\$ 2,912,425.64
201	\$ 210,807.93	\$ -	\$ 210,807.93
226	\$ 677,114.00	\$ -	\$ 677,114.00
227	\$ 54,243.21	\$ -	\$ 54,243.21
230	\$ 2,020,949.04	\$ -	\$ 2,020,949.04
240	\$ 3,596,807.16	\$ -	\$ 3,596,807.16
251	\$ -	\$ -	\$ -
270	\$ 1,426.83	\$ -	\$ 1,426.83
290	\$ 1,309,107.67	\$ (253.72)	\$ 1,308,853.95
TOTALS	\$ 10,782,881.48	\$ (253.72)	\$ 10,782,627.76

Reduced budget roll forward adjustment amount posted twice to project 193 \$ (253.72)

**Gadsden County School Board
420 (Federal) Fund Appropriations
Budget Amendment Number Twenty-Nine**

420 FUND						
FUNCTION/ OBJECT	BUDGET					
	BUDGET BALANCE 6/30/2009	AMENDMENT NUMBER TWENTY-NINE	BUDGET BALANCE 6/30/2009			
5100	100	\$ 1,827,685.27	\$ (536,112.96)	\$ 1,291,572.31		
	200	\$ 181,795.12	\$ 122,319.74	\$ 304,114.86		
	300	\$ 956,187.72	\$ 57,655.69	\$ 1,013,843.41		
	500	\$ 545,124.43	\$ (106,217.46)	\$ 438,906.97		
	600	\$ 424,354.32	\$ (176,660.11)	\$ 247,694.21		
	700	\$ 50,521.54	\$ 729.00	\$ 51,250.54		
FUNCTOTAL		\$ 3,985,668.40	\$ (638,286.10)	\$ 3,347,382.30		
5200	100	\$ 579,363.50	\$ (118,028.47)	\$ 461,335.03		
	200	\$ 174,620.59	\$ (44,639.27)	\$ 129,981.32		
	300	\$ 361,408.09	\$ (172,497.88)	\$ 188,910.21		
	500	\$ 56,300.00	\$ (24,421.28)	\$ 31,878.72		
	600	\$ 36,927.08	\$ (18,523.85)	\$ 18,403.23		
	700	\$ 3,000.00	\$ (2,155.81)	\$ 844.19		
FUNCTOTAL		\$ 1,211,619.26	\$ (380,266.56)	\$ 831,352.70		
5300	100	\$ 47,534.50	\$ (38,462.09)	\$ 9,072.41		
	200	\$ 14,260.35	\$ (10,830.03)	\$ 3,430.32		
	300	\$ 14,500.00	\$ (924.87)	\$ 13,575.13		
	500	\$ 42,839.00	\$ (2,263.20)	\$ 40,575.80		
	600	\$ 44,222.00	\$ (362.23)	\$ 43,859.77		
	700	\$ 25,590.15	\$ (1,129.35)	\$ 24,460.80		
FUNCTOTAL		\$ 188,946.00	\$ (53,971.77)	\$ 134,974.23		
5400	100	\$ -	\$ 9,072.40	\$ 9,072.40		
	200	\$ -	\$ 3,430.04	\$ 3,430.04		
	300	\$ 171.70	\$ -	\$ 171.70		
	500	\$ -	\$ -	\$ -		
	600	\$ -	\$ -	\$ -		
	700	\$ -	\$ -	\$ -		
FUNCTOTAL		\$ 171.70	\$ 12,502.44	\$ 12,674.14		
5500	100	\$ 961,666.42	\$ 102,799.43	\$ 1,064,465.85		
	200	\$ 246,057.88	\$ 46,390.59	\$ 292,448.47		
	300	\$ 432,762.55	\$ (6,289.95)	\$ 426,472.60		
	500	\$ 52,330.80	\$ 1,588.20	\$ 53,919.00		
	600	\$ 5,623.21	\$ 5,785.20	\$ 11,408.41		
	700	\$ 1,086.00	\$ 639.00	\$ 1,725.00		
FUNCTOTAL		\$ 1,699,526.86	\$ 150,912.47	\$ 1,850,439.33		

**Gadsden County School Board
420 (Federal) Fund Appropriations
Budget Amendment Number Twenty-Nine**

6100	100	\$	418,778.23	\$	229,391.51	\$	648,169.74
	200	\$	120,227.40	\$	85,270.39	\$	205,497.79
	300	\$	73,165.22	\$	170,690.59	\$	243,855.81
	500	\$	35,050.00	\$	777.39	\$	35,827.39
	600	\$	14,198.27	\$	(1,275.29)	\$	12,922.98
	700	\$	1,824.31	\$	1,586.00	\$	3,410.31
	900	\$	-	\$	-	\$	-
FUNCTOTAL		\$	663,243.43	\$	486,440.59	\$	1,149,684.02
6200	100	\$	-	\$	-	\$	-
	200	\$	-	\$	-	\$	-
	300	\$	-	\$	92,737.50	\$	92,737.50
	500	\$	-	\$	3,473.55	\$	3,473.55
	600	\$	3,920.00	\$	5,333.90	\$	9,253.90
	700	\$	-	\$	-	\$	-
FUNCTOTAL		\$	3,920.00	\$	101,544.95	\$	105,464.95
6300	100	\$	763,990.92	\$	(15,173.27)	\$	748,817.65
	200	\$	181,286.98	\$	68,824.10	\$	250,111.08
	300	\$	180,611.44	\$	(12,507.61)	\$	168,103.83
	500	\$	26,022.14	\$	16,584.10	\$	42,606.24
	600	\$	30,213.10	\$	1,401.86	\$	31,614.96
	700	\$	4,000.00	\$	5,401.00	\$	9,401.00
FUNCTOTAL		\$	1,186,124.58	\$	64,530.18	\$	1,250,654.76
6400	100	\$	214,230.80	\$	262,275.98	\$	476,506.78
	200	\$	22,794.55	\$	76,577.02	\$	99,371.57
	300	\$	450,184.09	\$	(83,292.55)	\$	366,891.54
	400	\$	-	\$	-	\$	-
	500	\$	114,613.42	\$	(47,428.62)	\$	67,184.80
	600	\$	56,000.00	\$	(51,495.26)	\$	4,504.74
	700	\$	79,198.14	\$	19,258.35	\$	98,456.49
FUNCTOTAL		\$	937,021.00	\$	175,894.92	\$	1,112,915.92
6500	100	\$	-	\$	-	\$	-
	200	\$	-	\$	-	\$	-
	300	\$	-	\$	-	\$	-
	500	\$	-	\$	-	\$	-
	600	\$	-	\$	-	\$	-
FUNCTOTAL		\$	-	\$	-	\$	-

**Gadsden County School Board
420 (Federal) Fund Appropriations
Budget Amendment Number Twenty-Nine**

7200	100	\$	18,590.58	\$	14,042.43	\$	32,633.01
	200	\$	5,117.38	\$	3,780.91	\$	8,898.29
	300	\$	32,381.34	\$	(29,600.00)	\$	2,781.34
	500	\$	-	\$	-	\$	-
	600	\$	-	\$	-	\$	-
	700	\$	414,502.54	\$	(2,027.88)	\$	412,474.66
FUNCTOTAL		\$	470,591.84	\$	(13,804.54)	\$	456,787.30
7300	100	\$	-	\$	20,768.00	\$	20,768.00
	200	\$	-	\$	7,022.25	\$	7,022.25
	300	\$	-	\$	-	\$	-
	500	\$	4,207.05	\$	6.57	\$	4,213.62
	600	\$	-	\$	-	\$	-
	700	\$	-	\$	-	\$	-
FUNCTOTAL 7300		\$	4,207.05	\$	27,796.82	\$	32,003.87
7500	100	\$	-	\$	-	\$	-
	200	\$	-	\$	-	\$	-
FUNCTOTAL 7500		\$	-	\$	-	\$	-
7600	100	\$	-	\$	677.83	\$	677.83
	200	\$	-	\$	115.24	\$	115.24
	300	\$	-	\$	3,000.00	\$	3,000.00
FUNCTOTAL		\$	-	\$	3,793.07	\$	3,793.07
7700	100	\$	-	\$	6,871.97	\$	6,871.97
	200	\$	-	\$	1,177.98	\$	1,177.98
	300	\$	500.00	\$	231.90	\$	731.90
	400	\$	-	\$	-	\$	-
	500	\$	1,663.61	\$	994.10	\$	2,657.71
	600	\$	2,838.00	\$	11.50	\$	2,849.50
	700	\$	-	\$	-	\$	-
FUNCTOTAL		\$	5,001.61	\$	9,287.45	\$	14,289.06
7800	100	\$	141,586.23	\$	4,245.88	\$	145,832.11
	200	\$	25,415.15	\$	1,235.68	\$	26,650.83
	300	\$	119,811.50	\$	(22,057.05)	\$	97,754.45
	400	\$	5,879.68	\$	(799.36)	\$	5,080.32
	500	\$	-	\$	-	\$	-
	600	\$	40,892.45	\$	-	\$	40,892.45
FUNCTOTAL		\$	333,585.01	\$	(17,374.85)	\$	316,210.16

**Gadsden County School Board
420 (Federal) Fund Appropriations
Budget Amendment Number Twenty-Nine**

7900	100	\$	5,322.25	\$	831.30	\$	6,153.55
	200	\$	956.51	\$	143.22	\$	1,099.73
	300	\$	36,396.67	\$	(1,919.18)	\$	34,477.49
	400	\$	-	\$	1,650.44	\$	1,650.44
	500	\$	923.62	\$	268.74	\$	1,192.36
	700	\$	-	\$	-	\$	-
FUNCTOTAL		\$	43,599.05	\$	974.52	\$	44,573.57
8100	100	\$	-	\$	-	\$	-
	200	\$	-	\$	-	\$	-
	300	\$	2,800.00	\$	-	\$	2,800.00
	600	\$	-	\$	-	\$	-
FUNCTOTAL		\$	2,800.00	\$	-	\$	2,800.00
8200	100	\$	59,767.74	\$	39,543.85	\$	99,311.59
	200	\$	-	\$	11,591.39	\$	11,591.39
FUNCTOTAL		\$	59,767.74	\$	51,135.24	\$	110,902.98
9100	100	\$	26,322.32	\$	14,931.12	\$	41,253.44
	200	\$	6,788.37	\$	-	\$	10,494.70
	300	\$	-	\$	-	\$	-
	400	\$	-	\$	-	\$	-
	500	\$	-	\$	-	\$	-
	600	\$	-	\$	-	\$	-
	700	\$	-	\$	-	\$	-
FUNCTOTAL		\$	33,110.69	\$	18,637.45	\$	51,748.14
9200	300	\$	-	\$	-	\$	-
FUNCTOTAL		\$	-	\$	-	\$	-
9700	500	\$	-	\$	-	\$	-
FUNCTOTAL		\$	-	\$	-	\$	-
GRANDTOTAL		\$	10,828,904.22	\$	(253.72)	\$	10,828,650.50

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7c

DATE OF SCHOOL BOARD MEETING: August 25, 2009

TITLE OF AGENDA ITEMS: Budget Amendment Number Thirty

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Posts budget by major function/object for year end close out to correspond to actual expenditures. \$.00

FUND SOURCE: 410 (School Food Service) Fund

AMOUNT: \$.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the Comptroller has signed the budget page.

Gadsden County School Board
410 School Food Service Fund
Estimated Revenue
Budget Amendment Number Thirty

FUND 410			
REVENUE OBJECT	ESTIMATED REVENUE 6/30/2009	BUDGET AMENDMENT NUMBER THIRTY	ENDING ESTIMATED REVENUE 6/30/2009
261	\$ 1,800,000.00	\$ -	\$ 1,800,000.00
262	\$ 628,000.00	\$ -	\$ 628,000.00
263	\$ 115,000.00	\$ -	\$ 115,000.00
264	\$ -	\$ -	\$ -
265	\$ 241,247.00	\$ -	\$ 241,247.00
267	\$ -	\$ -	\$ -
337	\$ 35,750.00	\$ -	\$ 35,750.00
338	\$ 38,000.00	\$ -	\$ 38,000.00
390	\$ -	\$ -	\$ -
451	\$ -	\$ -	\$ -
456	\$ -	\$ -	\$ -
490	\$ 450,000.00	\$ -	\$ 450,000.00
610	\$ -	\$ -	\$ -
TOTALS	\$ 3,307,997.00	\$ -	\$ 3,307,997.00

**Gadsden County School Board
410 Fund Budget Appropriations
Budget Amendment Number Thirty**

410 FUND				
FUNCTION/ OBJECT		BUDGET BALANCE 6/30/2009	BUDGET AMENDMENT NUMBER THIRTY	BUDGET BALANCE 6/30/2009
7600	100	\$ 1,208,300.00	\$ (51,889.00)	\$ 1,156,411.00
	200	\$ 442,463.91	\$ (30,300.00)	\$ 412,163.91
	300	\$ 62,400.00	\$ (12,700.00)	\$ 49,700.00
	400	\$ 26,500.00	\$ (3,189.00)	\$ 23,311.00
	500	\$ 1,560,333.09	\$ 98,078.00	\$ 1,658,411.09
	600	\$ 4,500.00	\$ -	\$ 4,500.00
	700	\$ 3,500.00	\$ -	\$ 3,500.00
FUNCTOTAL		\$ 3,307,997.00	\$ -	\$ 3,307,997.00
GRANDTOTAL		\$ 3,307,997.00	\$ -	\$ 3,307,997.00

RRPT- F2B20
 DIST- 20 GADSDEN COUNTY SCHOOLS
 FUND- 410 FOOD SERVICE FUND # 410

TERMS - FINANCIAL INFORMATION SERIES
 REVENUE LEDGER SUMMARY
 REQ-01 SEQ-S,R TOT-1 SRC-D

PROCESSED- 08/11/09 PAGE- 1
 TIME- 14:43 FY- 09
 MONTH- JUNE PRD- 12

*After
 BA 30*

NUMBER-----ACCOUNT----- REV	BUDGETED	ACCRUED	RECEIVABLE	-----COLLECTED-----		TOTAL	PCT
				ACCRUED	UNACCRUED		
261 SCHOOL LUNCH REIMBURSEMENT	1,800,000.00	.00	.00	.00	1,977,678.46	1,977,678.46	110%
262 SCHOOL BREAKFAST REIMBURSEMENT	628,000.00	.00	.00	.00	700,220.06	700,220.06	112%
263 AFTER SCHOOL SNACK REIMB	115,000.00	.00	.00	.00	71,039.76	71,039.76	62%
265 U.S.D.A. DONATED COMMODITIES	241,247.00	.00	.00	.00	193,289.32	193,289.32	80%
267 SUMMER FOOD SERVICE PROGRAM	.00	.00	.00	.00	191,259.27	191,259.27	0%
290 OTHER FEDERAL THROUGH STATE	.00	.00	.00	.00	2,527.50	2,527.50	0%
337 SCHOOL BREAKFAST SUPPLEMENT	35,750.00	.00	.00	.00	41,493.00	41,493.00	116%
338 SCHOOL LUNCH SUPPLEMENT	38,000.00	.00	.00	.00	38,726.00	38,726.00	102%
390 MISCELLANEOUS STATE REVENUE	.00	.00	.00	.00	11,485.05	11,485.05	0%
451 STUDENT LUNCHES	.00	.00	.00	.00	205,542.90	205,542.90	0%
490 MISCELLANEOUS LOCAL SOURCES	.00	.00	.00	.00	2,563.40	2,563.40	0%
495 OTHER MISC LOCAL SOURCES	450,000.00	.00	.00	.00	.00	.00	0%
* 3,307,997.00		.00	.00	.00	3,435,824.72	3,435,824.72	104%

RPR- F2B31
 DIST- 20 GADSDEN COUNTY SCHOOLS
 FUND- 410 FOOD SERVICE FUND # 410

TERMS - FINANCIAL INFORMATION SERIES
 BUDGET STATUS SUMMARY
 REQ-01 SEQ-S,E,O TOT-2 SRC-D

PROCESSED- 08/11/09 PAGE- 1
 TIME- 14:44 FY- 09
 MONTH- JUNE PRD- 12

*after
BA 30*

NUMBER-----ACCOUNT-----DESCRIPTION	BUDGETED	--MTD--- EXPENDED	--YTD--- EXPENDED	COMMITTED	ENCUMBERED	-----BALANCE----- AMOUNT PCT	
FUNC/OBJ							
7600 FOOD SERVICE							
100 SALARIES	1,156,411.00	114,313.26	1,153,742.09	.00	.00	2,668.91	0
200 EMPLOYEE BENEFITS	412,163.91	64,917.27	411,456.96	.00	.00	706.95	0
300 PURCHASED SERVICES	49,700.00	1,575.59	45,940.81	.00	.00	3,759.19	7
400 ENERGY SERVICES	23,311.00	5,547.38	23,288.74	.00	.00	22.26	0
500 MATERIALS AND SUPPLIES	1,658,411.09	199,453.46	1,643,751.10	.00	.00	14,659.99	0
600 CAPITAL OUTLAY	4,500.00	.00	1,265.25	.00	.00	3,234.75	71
700 OTHER EXPENSES	3,500.00	.00	3,445.00	.00	.00	55.00	1
*	3,307,997.00	385,806.96	3,282,889.95	.00	.00	25,107.05	0
**	3,307,997.00	385,806.96	3,282,889.95	.00	.00	25,107.05	0

RPRT- F2B31
 DIST- 20 GADSDEN COUNTY SCHOOLS
 FUND- 410 FOOD SERVICE FUND # 410

TERMS - FINANCIAL INFORMATION SERIES
 BUDGET STATUS SUMMARY
 REQ-01 SEQ-S,E,O TOT-2 SRC-D

PROCESSED- 08/11/09 PAGE- 1
 TIME- 14:12 FY- 09
 MONTH- JUNE PRD- 12

NUMBER-----ACCOUNT-----DESCRIPTION	BUDGETED	--MTD---	--YTD---	COMMITTED	ENCUMBERED	-----BALANCE-----	
FUNC/OBJ		EXPENDED	EXPENDED			AMOUNT	PCT
7600 FOOD SERVICE							
100 SALARIES	1,208,300.00	114,313.26	1,153,742.09	.00	.00	54,557.91	4
200 EMPLOYEE BENEFITS	442,463.91	64,917.27	411,456.96	.00	.00	31,006.95	7
300 PURCHASED SERVICES	62,400.00	1,575.59	45,940.81	.00	.00	16,459.19	26
400 ENERGY SERVICES	26,500.00	5,547.38	23,288.74	.00	.00	3,211.26	12
500 MATERIALS AND SUPPLIES	1,560,333.09	199,453.46	1,643,751.10	.00	.00	83,418.01-	5-
600 CAPITAL OUTLAY	4,500.00	.00	1,265.25	.00	.00	3,234.75	71
700 OTHER EXPENSES	3,500.00	.00	3,445.00	.00	.00	55.00	1
*	3,307,997.00	385,806.96	3,282,889.95	.00	.00	25,107.05	0
**	3,307,997.00	385,806.96	3,282,889.95	.00	.00	25,107.05	0

*Before
BA #20*

RPRT- F2B20
 DIST- 20 GADSDEN COUNTY SCHOOLS
 FUND- 410 FOOD SERVICE FUND # 410

TERMS - FINANCIAL INFORMATION SERIES
 REVENUE LEDGER SUMMARY
 REQ-01 SEQ-S,R TOT-1 SRC-D

PROCESSED- 08/11/09 PAGE- 1
 TIME- 14:11 FY- 09
 MONTH- JUNE PRD- 12

NUMBER-----ACCOUNT-----				-----COLLECTED-----			
REV	BUDGETED	ACCRUED	RECEIVABLE	ACCRUED	UNACCRUED	TOTAL	PCT
260 NATIONAL SCHOOL LUNCH ACT	.00	.00	.00	.00	.00	.00	0%
261 SCHOOL LUNCH REIMBURSEMENT	1,800,000.00	.00	.00	.00	1,977,678.46	1,977,678.46	110%
262 SCHOOL BREAKFAST REIMBURSEMENT	628,000.00	.00	.00	.00	700,220.06	700,220.06	112%
263 AFTER SCHOOL SNACK REIMB	115,000.00	.00	.00	.00	71,039.76	71,039.76	62%
264 CHILDCARE FOOD PROGRAM	.00	.00	.00	.00	.00	.00	0%
265 U.S.D.A. DONATED COMMODITIES	241,247.00	.00	.00	.00	193,289.32	193,289.32	80%
267 SUMMER FOOD SERVICE PROGRAM	.00	.00	.00	.00	191,259.27	191,259.27	0%
290 OTHER FEDERAL THROUGH STATE	.00	.00	.00	.00	2,527.50	2,527.50	0%
337 SCHOOL BREAKFAST SUPPLEMENT	35,750.00	.00	.00	.00	41,493.00	41,493.00	116%
338 SCHOOL LUNCH SUPPLEMENT	38,000.00	.00	.00	.00	38,726.00	38,726.00	102%
390 MISCELLANEOUS STATE REVENUE	.00	.00	.00	.00	11,485.05	11,485.05	0%
399 OTHER MISCELLANEOUS STATE REV	.00	.00	.00	.00	.00	.00	0%
431 INTEREST ON INVESTMENTS	.00	.00	.00	.00	.00	.00	0%
450 FOOD SERVICE	.00	.00	.00	.00	.00	.00	0%
451 STUDENT LUNCHES	.00	.00	.00	.00	205,542.90	205,542.90	0%
454 STUDENT AND ADULT A LA CARTE	.00	.00	.00	.00	.00	.00	0%
455 STUDENT SNACKS	.00	.00	.00	.00	.00	.00	0%
456 OTHER FOOD SALES	.00	.00	.00	.00	.00	.00	0%
490 MISCELLANEOUS LOCAL SOURCES	.00	.00	.00	.00	2,563.40	2,563.40	0%
495 OTHER MISC LOCAL SOURCES	450,000.00	.00	.00	.00	.00	.00	0%
610 TRANSFERS FROM GENERAL FUND	.00	.00	.00	.00	.00	.00	0%
*	3,307,997.00	.00	.00	.00	3,435,824.72	3,435,824.72	104%

*Before
BA#30*

SUMMARY SHEET

2009 AUG 19 AM 11:05

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: **August 25, 2009**

TITLE OF AGENDA ITEM: **CONTRACT WITH SOLIANT HEALTH**

DIVISION: EXCEPTIONAL STUDENT EDUCATION

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM :
(Type and Double Space)

Soliant Health will provide a Speech Language Pathologist to provide Speech and Language services to an elementary school.

This will replace a Speech Language position vacated June 30, 2009

SOURCE: **FEFP**

AMOUNT: **\$58.00 per hour**

PREPARED BY: **Wilma Jackson** *arg Bridges*
POSITION: Director of Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered ✓
SCHOOL BOARD ATTORNEY: page(s) numbered _____

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PROOF READ BY: Margaret D Bronson

CLIENT SERVICES AGREEMENT



Soliant Health, Inc., a Georgia corporation (hereafter referred to as "Soliant"), and **Gadsden County Schools** ("Client") enter into this non-exclusive Client Services Agreement on **July 30, 2009** for the purpose of referring and placing Healthcare Professionals ("HCPs") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. **Scope of Services.** Soliant will use its commercially reasonable efforts to provide HCPs for assignment with Client. Soliant will be responsible for payment of each HCP's wages and applicable payroll taxes, deductions, and insurance, including workers compensation, general liability and professional liability coverage for the benefit of the HCPs. If a HCP is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.
2. **Independent Contractor.** The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each HCP shall be an employee of Soliant and that no qualified HCP shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified HCP placed with Client, to maintain all payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.
3. **Insurance.** Soliant will maintain Worker's Compensation and Employer Liability insurance in accordance with state regulations. General Liability insurance will be maintained at a level of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Excess liability insurance will be maintained at a minimum of five million dollars (\$5,000,000) per occurrence/aggregate. Professional Liability insurance will be maintained at a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
4. **Competency.** Soliant will conduct comprehensive pre-employment screening to provide licensed HCPs who meet applicable professional standards. Soliant will endeavor to present only HCPs who are qualified for Client's open position(s) based on job requirements established by Client either verbally or in writing. While Soliant will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate HCP records that Soliant may permissibly disclose (e.g., skills checklists, work histories, etc.) and will facilitate an interview between Client and HCP in order to assist Client in making the hiring decision. To further establish and monitor HCP competency, Soliant and Client will perform orientation and performance evaluations as specified in Addendum B.
5. **On-Site Responsibility.** Client is responsible for providing all support, facilities, training, direction, and means for the HCP to complete the assignment. Client acknowledges that Soliant is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the HCP's adherence to the applicable standard of care and acknowledges that Soliant is not responsible for the HCP's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each HCP's compliance with health and safety requirements, including those instituted by Client.
6. **Employment of HCPs.** Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any HCP introduced or referred by Soliant for a period of one year after the latest date of introduction, referral, or placement. If Client or its affiliate enters into such a relationship or refers HCP to a third party for employment, Client agrees to pay an amount equal to thirty (30) percent (or \$15,000, whichever is greater) of the HCP's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.
7. **Equal Opportunity.** It is the policy of Soliant to provide equal opportunity to all HCPs for employment. Soliant and Client will screen based on merit only. All HCPs will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.
8. **Payment Terms.** Client will be billed on a weekly basis for all services provided during the previous week. Payment is due upon receipt of invoice and shall be considered in default thirty (30) days from issuance of Soliant invoice, after which time a default charge will be imposed at one and one-half percent (1 ½%) per month on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate,

whichever is lower. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Soliant reserves the right, at its option, to discontinue any extension of credit.

9. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.
10. **Incident and Error Tracking.** Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within forty-eight (48) hours of the occurrence.
11. **Reporting of Work-Related Injury, Incident, or Exposure.** Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's HCP has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected HCP will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. HCP shall also report work-place injury, incident or exposure to Soliant concurrently with Client. If Soliant's HCPs are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's HCP.
12. **Termination with Cause.** If Client requests removal of HCP due to performance issues, misconduct or failure to pass any physical, drug screen or other assessment, immediate written and verbal notice is required within forty-eight (48) hours including all supporting documentation specifying the reasons and facts of the termination. If the Client does not provide such documentation within the required timeframe, Client will be assessed a severance fee equal to two (2) weeks of billing. The parties agree that Soliant's HCPs are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the severance fee is not unreasonable to the probable loss to be suffered by Soliant in the event of the Client's breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 11 of this agreement. Soliant shall have seventy-two (72) hours to refill the position in the event of termination with cause.
13. **Termination without Cause.** Client may cancel an assignment with forty-five (45) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 45-day period of notice. In the event Client is unable to provide forty-five (45) days notice of termination, Client will be billed for forty-five (45) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.
14. **Guaranteed Minimum Hours.** Client agrees to provide HCP the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.
15. **Holiday Policy.** Client agrees to pay 1.5 times the regular Bill Rate for hours worked on the following observed holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. If the department to which HCP is assigned is closed for a holiday, the guaranteed minimum hours will be reduced by the number of hours regularly scheduled for that shift. Client will endeavor to offer additional shifts during that workweek to compensate for these missed hours.
16. **On Call Policy.** Client will be billed an hourly On Call Rate specified by each Assignment Confirmation for hours in which a HCP is On Call but not working in the Client's facility.

CLIENT SERVICES AGREEMENT



- 17. **Floating.** Client agrees only to float HCPs into areas which are appropriate based on the HCP's skills, qualifications and experience. In addition, Client agrees to float HCPs in accordance with its own policies and in rotation with its own employees.
- 18. **Multiple Locations.** If client requires HCP to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.
- 19. **Issue Resolution.** In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate issue to the appropriate Soliant manager. The Soliant manager contact is: **Lesley Slaughter**, telephone number **770-908-2113**.
- 20. **Indemnification.** Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.
- 21. **Confidentiality.** Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law.
- 22. **Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
- 23. **Governing Law.** This Agreement shall be governed by the laws of the state of Florida.
- 24. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. *(Please return all pages of this Client Services Agreement)*

Client Signature

Soliant Representative Signature

Print Name

Shelley Alexcovich

Title

Title

Date

Date

ADDENDUM A



Assignment Confirmation – Client

This Assignment Confirmation is entered into on **July 30, 2009** and supplements the Client Services Agreement between **Gadsden County Schools** and Soliant Health.

Soliant Employee

Robyn Hillison, hereinafter referred to as HCP, has been placed with **Gadsden County Schools**. HCP is scheduled to begin work for Client on **August 24, 2009** and complete assignment **June 4, 2009 (or last day of school)**.

Assignment Details

Client will pay Soliant for hours worked by HCP on the following terms:

- Position / Unit:** Speech-Language Pathologist
- Bill Rate:** \$58/ hour
- Hours:** 40 per Week
- Shift:** Monday through Friday
- Holiday Rate:** 1.5 times Service Rate. Observed holidays include: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- Miscellaneous:** Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax exempt entity.

If Soliant HCP should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

INVOICES

All invoices pursuant to this Assignment Confirmation will be mailed to: **(please verify)**

Wilma Jackson
Gadsden County Schools
35 Martin Luther King JR Blvd
Quincy, FL 32351

Client Signature

Soliant Representative Signature

Print Name

Shelley Alexcovich

Title

Title

Date

Date

**Joint Commission Documentation Requirements
Orientation and Performance Evaluations**

Soliant Health is committed to providing quality healthcare professionals to help meet your staffing needs. Accordingly, we follow the Joint Commission certification guidelines for credentialing our employees and documenting all aspects of our services to you. Please review the information below which summarizes key requirements for maintaining compliance with Joint Commission documentation standards. We will provide convenient forms for each of the areas you are asked to complete.

Thanks in advance for your cooperation.

What Soliant provides:

- Healthcare professionals who have been fully credentialed in compliance with Joint Commission standards, including current drug and background testing, work history verification, licensure, and any necessary health documentation required by your school or district.
- A required documents checklist to ensure that all client specific requirements are met for your school or district.
- Self-study workplace safety training on any combination of the following topics:
 - Cultural Competency
 - Fire & Electrical Safety
 - HIPAA
 - Tuberculosis Awareness

Our employees are required to satisfactorily complete tests on these subjects prior to starting their assignment.

What we ask you to provide:

- Description of on-site orientation that will be provided to our employee, including subject matters covered, length of orientation, and date completed (attached)
- A performance evaluation of our employee near the completion of the assignment (we will send to you at the appropriate time)
- A performance evaluation of Soliant services at assignment end

Again, we thank you for your assistance with this important part of our certification and documentation process. Please do not hesitate to contact the Soliant Credentialing Department at **1-800-849-5502** if you have any questions.



**ORIENTATION PROVIDED ON-SITE
BY HEALTHCARE FACILITY**

Facility Name: _____

Title	Topics Covered	Date / Length

Comments / Notes:

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: August 25, 2009

TITLE OF AGENDA ITEM: Supplemental Educational Services Providers Contract

DIVISION:

 This is a CONTINUATION of a current project, grant, etc.

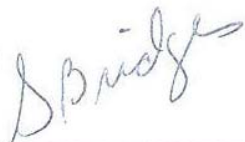
PURPOSE AND SUMMARY OF ITEM: The School Board of Gadsden County is required to offer Supplemental Educational Services to students eligible to receive free/reduced price meals when schools fail to make AYP for four consecutive years. A total of sixteen (16) providers have agreed to provide services to our students. Twelve (12) of the providers have submitted contracts, per state requirement.

FUND SOURCE: Title I, Part A, Basic (NCLB Public School Options)

AMOUNT: An Amount Not to Exceed \$1,235.00 per eligible student

PREPARED BY: Tammy McGriff Farlin

POSITION: Federal Programs Director



INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

12 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

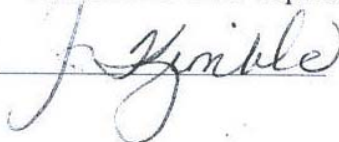
16, 35, 60, 89, 106, 123, 141, 159, 182, 204, 223, 241

CHAIRMAN'S SIGNATURE: page(s) numbered

16, 35, 60, 89, 106, 123, 141, 159, 182, 204, 223, 241

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REVIEWED BY:



**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 25th day of August, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "DISTRICT,") and

Name of State-Approved SES Provider: 1st Choice for Educational Tutoring, LLC
Contact Address: P O Box 491335
City, Zip, State: Ft. Lauderdale, FL 33349

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

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

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

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 IEP under IDEA or the student's section 504 plan.

JUL 29 REC'D
[Signature]

Supplemental Educational Services
Provider Contract, 2009-2010

Initials *[Signature]*

The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until July 1, 2010.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)
Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students)
Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. 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 2008-2009 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

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

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

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.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore, Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

Initials



when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

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 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 Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The MONTHLY Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:



To parents Weekly Monthly

To the school Weekly Monthly

To the DISTRICT Monthly

Sessions per Week: 3 or less # Sessions per Month: 12 or less

Type of Service: *Check and complete all that apply.*

Online One-on-One

Small Group Maximum number of students per tutor 8

Time/Day of Sessions:
Before School, After School, Weekends, Summer / Sun.- Mon.

Location of Sessions: *Check all that apply.*

- School campus
- Community-based center
- Child Care Center
- Student's home with tutor present
- Provider facility
- Student's home (on-line or computer-based)
- Public site such as public library
- Faith-based center

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

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ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

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

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of ~~\$70.00~~ - not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed \$1,235.00 per student. *This*

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amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

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

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder.

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resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009**.
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.



- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. 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 services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

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address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

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

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.



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

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms

Board Chairperson: Name / Signature / Date

Reginald C. James

Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

LaToya London, CEO / [Signature] 7/29/09
Provider Authorized Representative: Name / Title / Signature / Date

1st Choice for Educational Tutoring, LLC
Name of Supplemental Educational Service Provider:

P O Box 491335

Address

Fort Lauderdale, FL 33349
City / State / Zip Code

954-530-5299 / 26-1959495
Phone Number / Tax Identification Number:

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

LaToya London, CEO P O Box 491335
Name / Title Address

7/28/2009 / 954-530-5299 / Fort Laud. FL 33349
Date / Phone Number City / State / Zip code

Signed before me a notary for the state of Florida
Broward County this July 28, 2009 by LaToya London
personally known to me

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Provider Contract, 2009-2010
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[Signature] Initials [Initials]
Notary

July 28, 2009

To Whom It May Concern:

Re: Worker's Compensation

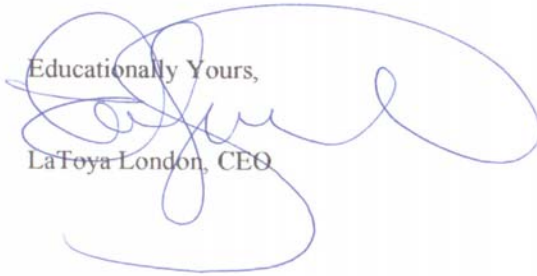
Dear Sir/Madam:

This is a letter to inform The School Board of Broward County that 1st Choice for Educational Tutoring, LLC does not have (4) four or more employees and according to the Florida statues chapter 440 our company is not required to provide Worker's Compensation.

If you should require additional information, please feel free to contact us.

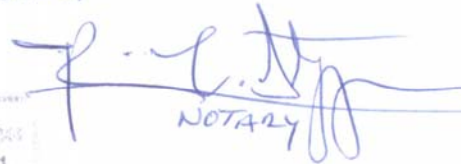
Educationally Yours,

LaToya London, CEO



Signed before me RONNIE L. STRIGGLES A Notary For the state of Florida in Broward county this July 28th 2009 by LaToya London who is personally known to me.




NOTARY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2009

PRODUCER NATALIE HUMPHRIES INSURANCE GROUP 1912 BOOTHE CIRCLE, STE 301 LONGWOOD FL 32750 407-331-1790		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED 1ST CHOICE FOR EDUCATIONAL TUTORING LLC PO BOX 491335 FORT LAUDERDALE, FL 33311		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: RLI INS CO	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BOP1011728	03/03/2009	03/03/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MFD FXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ N/A \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY ACC \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WE STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THOSE USUAL TO INSURED'S OPERATIONS

CERTIFICATE HOLDER

 THE SCHOOL BOARD OF GADSDEN COUNTY FLORIDA
 35 MARTIN LUTHER KING, JR. BLVD
 QUINCY, FL 32351

CANCELLATION

 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



A AABLE CHOICE INSUR
 3975 NW 19 ST
 LAUDERDALE LAKES, FL 33311
 954-730-0373

Policy number: 05423264-0

Underwritten by:
 Progressive Express Ins Company
 July 27, 2009
 Page 1 of 1

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA 35 MARTIN LUTHER KING, JR BLVD QUINCY, FL 32351	1ST CHOICE FOR EDUCATIONA TUTORING LLC 1031 N W 25 AVENUE FT LAUDERDALE, FL 33311	A AABLE CHOICE INSUR 3975 NW 19 ST LAUDERDALE LAKES, FL 33311

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Personal Injury Protection	\$10,000 w/\$0 Ded - Named Insd & Relative

Policy Effective Date: May 15, 2009

Policy Expiration Date: May 15, 2010

Description of Location/Vehicles/Special Items

Scheduled autos only

1999 DODGE RAM WAGON B3500 2B5WB35Z5XX528440
 Roadside Assistance: Selected

ALL CURRENT, FORMER AND FUTURE BOARD MEMBERS, EMPLOYEES, OFFICERS, VOLUNTEERS AND AGENTS ARE NAMED AS ADDITIONAL INSUREDS

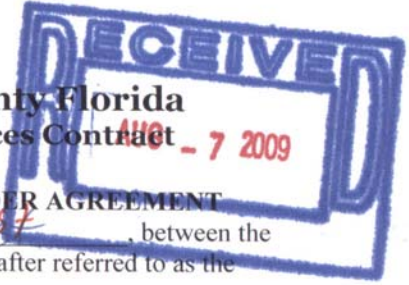
Certificate number

20809ECA264

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5241 (10.07)

**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**



THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT
("Contract") is made and entered this 22nd day of August, between the
School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the
"DISTRICT,") and

Name of State-Approved SES Provider: ACADETICS (dba); Educational Development Associates, Inc.
Contact Address: 14052 NW 82 Avenue
City, Zip, State: MIAMI LAKES FL 33016

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

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

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

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 IEP under IDEA or the student's section 504 plan.

Supplemental Educational Services
Provider Contract, 2009-2010

Initials MAB

The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until July 1, 2010.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. 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 2008-2009 school year.”

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

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

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER’S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

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.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER’S or employee’s expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

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 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 Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly

To the school Weekly Monthly

To the DISTRICT Monthly

Sessions per Week: Varies (1-5 per application) # Sessions per Month: Varies 4-14 per application

Type of Service: *Check and complete all that apply.*

Online One-on-One

Small Group Maximum number of students per tutor 10

Time/Day of Sessions: Varies! - 2 hours; Monday - Sunday per application

Location of Sessions: *Check all that apply.*

- School campus
- Community-based center
- Child Care Center
- Student's home with tutor present
- Provider facility
- Faith-based center
- Student's home (on-line or computer-based)
- Public site such as public library

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

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

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of ~~not to exceed~~ ^{absent-late-allowed} the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed **\$1,235.00** per student. *This*

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

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

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder,

Supplemental Educational Services
Provider Contract, 2009-2010

Initials MAJ

resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009.**
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. 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 services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

Supplemental Educational Services
 Provider Contract, 2009-2010

Initials MMF

address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

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

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

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

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms

Board Chairperson: Name / Signature / Date

Reginald C. James

Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

ACEERCS (dba), Educational Development Associates, Inc.
Michael A. Bell, VP / Michael Bell 8/2/09

Provider Authorized Representative: Name / Title / Signature / Date

ACEERCS (dba), Educational Development Associates, Inc.

Name of Supplemental Educational Service Provider:

14052 NW 82 Avenue

Address

Miami Lakes, FL 33016

City / State / Zip Code

(305) 362-8887 / 65-0009089

Phone Number / Tax Identification Number:

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

Name / Title Address

Date / Phone Number City / State / Zip code

Client#: 22674

EDUCADEV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/06/2009

PRODUCER Cypress Insurance Group BO-CL P.O. Drawer 9328 Fort Lauderdale, FL 33310-9328 954 771-0300	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Educational Development Associates, Inc dba ACALETICS 14052 N.W. 82nd Avenue Miami Lakes, FL 33016	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Markel Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Technology Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Markel Insurance Company		INSURER B: Technology Insurance Co.		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Markel Insurance Company													
INSURER B: Technology Insurance Co.													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3602CC315225	07/01/09	07/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3602CC315225	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TWC3174088 NO EXCLUSIONS	09/14/09	09/14/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		SEX/ABUSE PROF TEACHERS PROF	3602CC315225 3602CC315225	07/01/09 07/01/09	07/01/10 07/01/10	1,000,000/2,000,000 1,000,000/2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents are named additional insured as respects liability when required by written contract subject to policy terms, conditions and exclusions. Waiver of Subrogation applies to General Liability and Workers Comp. 0 Deductible applies to all policies.

CERTIFICATE HOLDER Gadsden County Public Schools 35 Martin Luther King, JR Blvd Quincy, FL 32351	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Roger S. Bond</i>
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ACALETICS

14052 NW 82nd Avenue • Miami Lakes, Florida 33016
Dade (305) 362-8887 • Toll Free (866) 877-1222



ACCIDENT/INCIDENT/EMERGENCY Reporting PROCEDURES

Below are the appropriate procedures for handling and reporting accidents or incidents when a pupil and/or employee has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

In the advent of an emergency the following policy is should be adhered to.

- Student/Employee should secure their immediate area by locking the doors, securing all sliding doors, and windows.
- Immediately contact **911** should the situation call for this action
- Establish contact with the building staff to determine what is being done to promote the safety of all occupants of the building.
- Student/Employee should only leave the room briefly to make sure the halls and thruways are clear of any students that are "in transit." These students should be located immediately and taken to a safe area.
- **DO NOT** attempt to leave the room and investigate what may be happening.
- Try to promote a calm environment by continuing with the designated lesson for the tutoring session.
- Wait for emergency services to grant the "all clear" before anyone leaves the room or students are released to their parents/guardians.
- If a fire erupts during a tutoring please evacuate your class in a calm, controlled manner out of the building and to a safe distance.

MEDICAL EMERGENCIES

If a student or fellow staff member is injured the Lead Tutor should be informed right away. The Lead Tutor should make the decision as to whether or not 911 should be called. If it is a matter of life and death, 911 should be called before going to the Lead Tutor. It is the responsibility of the Lead Tutor to inform ACALETICS of the incident immediately.



ACALETICS

14052 NW 82nd Avenue • Miami Lakes, Florida 33016
Dade (305) 362-8887 • Toll Free (866) 877-1222



Accident/Incident Report

Date: _____ Time: _____

School: _____ County: _____

Name of Person(s) reporting information

Name of Individual(s) involved in incident/accident

Where did the accident/incident take place?

Describe the accident/incident in full detail.

Witness(es) Name (Print): _____

Witness(es)Signature: _____

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles
of Incorporation of

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.

a corporation organized under the Laws of the State of Florida,
filed on September 9, 1987.

The document number of this corporation is M58799.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of September, 1987



Jim Smith

Jim Smith
Secretary of State

CR2E022 (10-85)

ARTICLES OF INCORPORATION
OF

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.

ARTICLE I - NAME

The name of this corporation is EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.

ARTICLE II - DURATION

This corporation shall have perpetual existence commencing on the date of this filing of these Articles of Incorporation with the Department of State.

ARTICLE III - PURPOSE

This corporation is organized for the purpose of transacting any or all lawful business.

ARTICLE IV - CAPITAL STOCK

This corporation is authorized to issue 500 shares of \$1.00 par value common stock which shall be designated as "Common Shares."

ARTICLE V - PRE-EMPTIVE RIGHTS

Every shareholder, upon the sale for cash of any new stock of this corporation shall have the right to purchase his pro-rata share thereof (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

ARTICLE VI - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 6447 Miami Lakes Dr., East, Suite 206, Miami Lakes, FL 33014, and the name of the initial registered agent of this corporation at that address is Michael A. Bell.

ARTICLE VII - OFFICERS AND DIRECTORS

This corporation shall have two Directors constituting the initial Board of Directors. The number of Directors may be either increased or decreased from time to time by the Bylaws. The name and address of the initial Officers and the Board of Directors of this corporation are:

Janet Matthews, President/Secretary	7105 Miami Lakes Drive Unit N 20 Miami Lakes, Florida 33014
Michael A. Bell, Vice-President/Treasurer	Same address as above.

ARTICLE VIII - INCORPORATOR

The name and address of the Incorporator signing these articles is:
Michael A. Bell, Vice-President/Treasurer 7105 Miami Lakes Drive
Unit N 20
Miami Lakes, Florida
33014

ARTICLE IX - INDEMNIFICATION

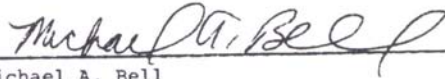
The corporation shall indemnify any Officer or Director, or any former Officer or Director, to the full extent permitted by law.

ARTICLE X - AMENDMENT

This corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation on the date of signing.

Dated: August 31, 1987




Michael A. Bell
Incorporator

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared Michael A. Bell, known to be and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State and County last aforesaid, this 31st day of August, 1987.



NOTARY PUBLIC, State of Florida
at Large

My commission expires: 7-21-91

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES
SIGNED IN THE PRESENCE OF

CERTIFICATE DESIGNATING PLACE AND NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

First, that EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.

Desiring to organize or qualify under the laws of the State of Florida, has named Michael A. Bell as its agent to accept service of process within Florida.

Dated: August 31, 1987

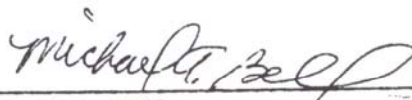


Michael A. Bell, Director

ACCEPTANCE OF DESIGNATION BY REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in the Articles, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper performance of my duties.

Dated: August 31, 1987



Michael A. Bell
Registered Agent

State of Florida



Department of State

I certify from the records of this office that ACALETICS is a Fictitious Name registered with the Department of State on April 15, 2009.

The Registration Number of this Fictitious Name is G09105900287.


I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fifteenth day of April, 2009



CR2EO22 (01-07)


Kurt S. Browning
Secretary of State

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

DOCUMENT# G09105900287

Fictitious Name to be Registered: ACALETICS

Mailing Address of Business: 14052 NW 82 AVENUE
MIAMI LAKES, FL 33016

Florida County of principal place of business: MIAMI-DADE

FEI Number:

Owner(s) of Fictitious Name:

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.
14052 NW 82 AVENUE
MIAMI LAKES, FL 33016 US
Florida Registration Number: M58799
FEI Number: 65-0009089

FILED
Apr 15, 2009
Secretary of State

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) understand that the electronic signature(s) below shall have the same legal effect as if made under oath.

MICHAEL A. BELL, VP

Electronic Signature(s)

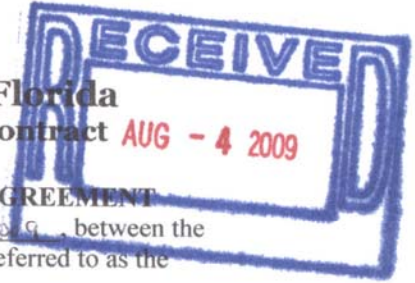
04/15/2009

Date

Certificate of Status Requested (X)

Certified Copy Requested (X)

**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**



THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT
("Contract") is made and entered this ~~3rd~~^{25th} day of AUGUST 2009, between the
School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the
"DISTRICT,") and

Name of State-Approved SES Provider: !!! @ All Things Through Learning, Inc.
Contact Address: 2202 N Harold Ave
City, Zip, State: Tampa, FL 33607

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the
purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with
the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned
purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES
required by DISTRICT, and such services are needed on a limited basis; and

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

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

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if
selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its
requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 IEP under IDEA or the student's section 504 plan.

Supplemental Educational Services
Provider Contract, 2009-2010

Initials MS

The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **July 1, 2010**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

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Provider Contract, 2009-2010

Initials



will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)
Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students)
Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. 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 2008-2009 school year.”

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

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

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.



II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

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.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore, Secretary for Staff Development & Personnel, for verification of clearance.



PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.


Initials _____

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 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 Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

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If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly

To the school Weekly Monthly

To the DISTRICT Monthly

Sessions per Week: 3 # Sessions per Month: 12

Type of Service: *Check and complete all that apply.*

Online One-on-One

Small Group Maximum number of students per tutor 10

Time/Day of Sessions:

Location of Sessions: *Check all that apply.*

- School campus
- Community-based center
- Child Care Center
- Student's home with tutor present
- Provider facility
- Student's home (on-line or computer-based)
- Public site such as public library
- Faith-based center

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

Supplemental Educational Services
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ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

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

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of ~~70~~ – not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed **\$1,235.00** per student. *This*

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

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

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder,

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resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009.**
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. 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 services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

Supplemental Educational Services
Provider Contract, 2009-2010

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address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

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

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

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

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms

Board Chairperson: Name / Signature / Date

Reginald C. James

Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Maurice Green / President / Maurice Green / 8/3/09
Provider Authorized Representative: Name / Title / Signature / Date

!!! @ All Things Through Learning, Inc.
Name of Supplemental Educational Service Provider:

2202 N. Harold Ave

Address

Tampa, FL 33607

City / State / Zip Code

1-866-978-2885 / 30-0358815

Phone Number / Tax Identification Number:

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

Dwayne Raiford / Regional Coordinator 2202 N. Harold Ave
Name / Title Address

8/3/09- 1-888-544-2885
Date / Phone Number

Tampa FL 33607
City / State / Zip code

Policy Number:

Date Entered: 7/15/2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER JOANNE LINDSEY INSURANCE SERVICES 26893 BOUQUET CANYON ROAD SUITE C 197 SANTA CLARITA, CA 91350 Phone: (661) 297-1434 Fax: (661) 297-1437	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED ALL THINGS THROUGH LEARNING INC. Mr. MAURICE GREEN 2202 NORTH HAROLD AVENUE TAMPA, FL 33607	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: PHILADELPHIA INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B: ZURICH AMERICAN INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: PHILADELPHIA INSURANCE COMPANY		INSURER B: ZURICH AMERICAN INSURANCE COMPANY		INSURER C:		INSURER D:		INSURER E:	
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK351974	9/25/2009	9/25/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK351974	9/25/2009	9/25/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	002625681	11/1/2009	11/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER PROFESSIONAL	PHPK351974	9/25/2009	9/25/2010	\$1,000,000 \$2,000,000
A		ABUSE & MOLESTATION	PHPK351974	9/25/2009	9/25/2010	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. SEE ENDORSEMENT ATTACHED


CERTIFICATE HOLDER

GADSDEN COUNTY SCHOOL BOARD
 35 MARTIN LUTHER KING JR. BLVD.
 QUINCY, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

LINDSEY


ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ATTL Tutorial Operational Plan

Behavior Plan

1. Student behavior rules and reward system will be discussed during the orientation meeting with students.
2. If needed the tutor will review the behavior contract again with students as a reminder.
3. If a student is disruptive the tutor should locate the source of the behavior (power play, hungry, etc.)
4. Then the tutor should reward the child for doing something good. Reinforce the good behavior
5. If the behavior continues contact the LT and consult with the parent during pick up time. You can also consult the teacher for more information about the student's behavior. Be sure to record the behavior on the progress report.

TUTOR INFORMATION

6. Set the tone of your tutoring group: During orientation day (1st day/hr) establish a relationship with your group. You are the adult. Students should respect you. They should address you by your last name. Mr. Johnson
7. Arrange proper seating arrangements if possible. Ask the permission of the classroom teacher before moving any furniture. You should leave the room the same as when you arrived. If students are being disruptive make assigned seats.
8. Leaving the classroom: Students should never leave the classroom alone, there should be a designated time for all the students to go to the restroom. You should never leave students unattended. Be sure to ask/notify the Lead tutor or co-worker to cover your students until your return.
9. Stay focused: Never use cell phones, I-pods, invite friends to visit, or talk to other tutors during tutoring times.
10. Be prepared: Have materials available and ready for students as they arrive. Read over your lesson the night before tutoring (teacher's manual).
11. Address: misbehavior at the time it occurs. Be consistent so that the student recognizes you as the adult/tutor.
12. Do not place students in the corner: If the student is being disruptive place students temporarily with another group or talk with the student about his/her behavior. You may sit a student alone if they are misbehaving. However, that student must continue to complete work and you must continue to tutor the student.
13. If the child becomes violent contact the School Facilitator as soon as possible and facilitate the other students out of a dangerous environment if needed. An incident report should be files and RC notified immediately. The RC will contact the parents.

Attendance Verification Procedure

Student Attendance reporting plan

Tutors will complete daily attendance sheets and turn in by Sunday to Lead Tutors (LT) or Regional Coordinators (RC). The student or parent will sign sheet (depending on district req.). Next, RCs or LTs will collect and enter in the weekly attendance sheets into the Cayen system (if used by district) and company attendance database. Student progress reports are due the last day of the month to LTs or RCs. Student attendance can be verified by student work, reflection activities, and tutor timesheets. School districts will receive attendance reports and progress reports by the 15th of every month after services begin.

To improve attendance in habitually absent students the company will begin to foster perfect attendance on the first day. During student orientation tutors discuss the importance of attending everyday and various student incentive plans. The company utilizes attendance incentive plans to motivate students to attend and behavior incentives to encourage learning. If a student is absent tutors will call the parent/guardian the day of the absence and call again the day before the next session to remind parents. If a student is absent three times, the LEA/school contact is notified in hopes of obtaining assistance in contacting the parent. Those who have perfect attendance will receive a certificate along with a special gift. The company varies incentives and special gifts by county and student sign-up numbers, to ensure we do not violate the per child incentive amount.

Emergency Crisis Management Plan &

Student Incident Reporting

- If necessary call the appropriate authorities
- Contact emergency personnel on campus (School Facilitator, Custodian, Campus Officer) if available.
- Notify the RC
- Fill out an incident report school or ATTL
 - Date and time the incident occurred
 - If you fill out a school report be sure to give a copy to the LT (Lead Teacher), SC (Site Coordinator), or RC (Regional Coordinator)
- Observe and Document
- The Lead Tutor will be the main point of contact in an emergency. His or her mobile number will be accessible to school facilitator and all tutors on site.
- We will follow all school procedures in an Emergency Crisis.

- Tornados- seek shelter in the building where no windows are present.
- Hurricanes- seek shelter in the building where no windows are present
- Fire- All fire safety exits will be reviewed and each tutor will lead their children to safety

When a crisis occurs, LT Lead Tutor will quickly determine whether students and staff need to be evacuated from the building, returned to the building, or locked down in the building. Plan action steps for each of these scenarios that will vary from school to school.

Evacuation requires all students and staff to leave the building. While evacuating to the school's field makes sense for a fire drill that only lasts a few minutes, it may not be an appropriate location for a longer period of time. The evacuation plan may include backup buildings to serve as emergency shelters. If an incident occurs while students are outside, we will return them to the building quickly. This is a *reverse evacuation*. Once staff and students are safely in the building, the situation may call for a lockdown.

Lockdowns are called for when a crisis occurs outside of the school and an evacuation would be dangerous. A lockdown may also be called for when there is a crisis inside and movement within the school will put students in jeopardy. All exterior doors are locked and students and staff stay in their classrooms. Windows may need to be covered.

Shelter-in-place is used when there is not time to evacuate or when it may be harmful to leave the building. Shelter-in-place is commonly used during hazardous material spills, tornadoes, and hurricanes. Students and staff are held in the building. We will request site maps (if they are not posted on the wall of the classroom) that include information about classrooms, hallways, and stairwells, the location of utility shut-offs, and potential staging sites. Emergency responders will have copies of this information in advance. During a crisis the LT and or tutor will organize staff, and disseminate information to the necessary authorities and prepare for families to be reunited with their children.

As soon as a crisis is recognized the tutor and LT account for all students, staff, and visitors. ATTL will inform families of release procedures before a crisis occurs. Families, when a crisis is known, have flocked to schools wanting to collect their children immediately. A sign-out sheet will be used to track the release of students and ensuring that students are only released to authorized individuals.

Source of information:

<http://www.ed.gov/admins/lead/safety/emergencyplan/crisisplanning.pdf>

Dress Code

Business casual wear- crisp, neat, and should look appropriate for a meeting with a parent. Your attire should not look like you are attending a party or BBQ. Avoid tight or baggy clothing. When a parent, teacher, or ATTL staff member attends a tutoring session it should be clear that you are the Tutor. Thus, wearing your ATTL badge and/or District Clearance tag is required tutoring sessions.

You should never wear

- »*Flip-flops*
 - »*Revealing attire low cut shirts*
 - »*T-shirts*
 - »*Shorts*
 - »*Short skirts*
 - »*Jeans with holes or severe wear or extremely low waisted*
-

Code of Conduct

1. I will show respect for my student's cultural background and personal value system.
2. I will maintain records, report student attendance, record work hours, and progress data as expected and required.
3. I will relate tutoring material to everyday life as best as possible
4. I will not complete students' work
5. I will address all students by first name (by memory)
6. I will assist students' in gaining independence
7. I will not impose my personal value system or life style on my students
8. I will learn from my students as they learn from me.
9. I will maintain my teacher to student ratio (1:5)
10. My students will receive my complete undivided attention
11. I will consult my immediate supervisor about any concerns, possible student placement issues, and behavior issues involving my students.
12. I will arrive at the appropriate time (determined by RC) in order to prepare to tutor
13. I will not give false hope and will encourage and reward students appropriately according to the ATTL reward system
14. I will be present for all tutoring sessions. If I cannot attend a session I will locate a substitute tutor. I will notify my immediate supervisor as soon as possible concerning any changes in my schedule.
15. I will conduct conferences with principals, parents, and students concerning the ATTL program.
16. I will work with staff to pro-actively solve problems and improve the ATTL program
17. I will establish and maintain a high level of staff morale and spirit

Tutor Policies and Procedures

- You should arrive 15min prior to your site (unless your RC instructs you differently)
- Conduct ethical and effective assessments and tutoring sessions
- Record attendance daily
- Ensure that students write dates on work completed
- Call Parents when child is absent
- Address all children by first name
- Motivate and reward students
- Comply with all District and ATTL standards
- Complete all program documentation in a timely manner (monthly progress reports, timesheets)
- Responsible for finding a substitute and notifying RC/Lead Tutor of absence at least 24hrs in advance
 - If you cannot find a substitute contact the LT/SC immediately
- Refer to contract for additional responsibilities

Contractor has no authority to bind ATTL its' owners successors or assigns to any contractual agreement whether written or oral. Additionally, Contractor may not speak on behalf of ATTL its' owners, successors or assigns so as to give any other party the impression that said Contractor has the authority to bind same to any contractual agreement whether written or oral.

During the term of this Agreement, the Contractor shall not purchase any items without the express previous consent of the Regional Coordinator.

The Contractor agrees that she will not disclose any proprietary information directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company.

Contractor is prohibited from forming a company which provides similar services...i.e.: tutoring/teaching/training services. Contractor may not participate as a Principal, Owner or Senior Level Manager in any company offering similar services for a minimum of one (1) year after termination.

The Company may terminate this Agreement at any time by 10 business days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or fails the State and/or District required security clearances and/or background checks, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in his relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or

otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

The Contractor shall not assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of the Company.

DUTIES AND TERMS

- Contractor will report directly to Lead Tutor, Site Coordinator or Assistant Regional Coordinator in charge of their District and will direct all administrative matters to that individual.
- Student sign-in sheets, Student monthly progress reports and timesheets will be **turned in to Tutor's immediate supervisor by the last day of each month.**
- Be present at all sessions to which Contractor is assigned and ensure that all required materials are ready and available for use by students.
- Maintain a 1:10 student ration by making necessary staff adjustments based on student attendance including reassignments or staff reduction if needed.
- Ensure that all ATTL material is properly distributed to all children and that all materials are collected/returned at the end of the program.
- Understands goals, elements and eligibility requirements for ATTL programs.
- Has and shares knowledge about ATTL programs and philosophies.
- Conducts student testing, and performance reporting.
- Schedule and conduct meetings with school principals to discuss student progress, discipline, etc.
- Speak with parents about students, the program, and about progress.
- Establishes and maintains relationships with teachers, educational specialists, school administrators, and associated organizations.
- Prepares and maintains accurate records kept for student assessment, student progress, student and staff attendance and finances.
- Contractors are required to keep an accurate account of the 10:1 student/tutor ratio. Student hours are to be monitored by Tutor. Any tutor who tutors a child over and above the hours required by the district will have that amount deducted from their pay.
- Works with staff to pro-actively solve problems and improve program.
- Establishes and maintains a high level of staff morale and spirit.

Tutor Training Plans

All employees will complete mandatory company training in order to instruct students. The initial one-hour orientation will begin with a 3-hour training session on Steck-Vaughn and Learning Horizons curriculum, assessments, classroom management, student progress reports, student motivation, reading strategies, ethical conduct, emergency protocol, and confidentiality. Monthly staff meetings will be mandatory. During which time, additional in-service training will be provided on current relevant tutoring challenges/successes.

All tutors will receive at least one formal evaluation and one informal evaluation during current academic year. The first will occur 3 weeks into the current semester and again towards end of the semester. Informal evaluations will occur randomly throughout the program by the Regional Coordinator or Lead Tutor.

Progress Report Dissemination

- Refer to SLP (Student Learning Plan) or listed grade appropriate goals
- Due when timesheet is turned in
- Fill out twice per student.
 - Give one copy to parent to keep
 - Parent signs a copy and returns to you (sign before the end of the month)
 - Turn in signed copy to RC/LT/SC for records
- Keep a list of goals the child did not achieve for the next months progress report.
- Even if the goals are met you will continue to tutor the child until the end of the program. Another SLP will be developed by the Regional Coordinator (RC).

The timeline for reporting student progress is as follows:

Notification of sign-up and approval from LEA (School District)- dependent on district timeline

Company notifies parent of selection approval- within 10 days of receiving district notification

Pre assessment- within 20 days of receiving approval from district to company

Program instruction- within 30 days of receiving approval from district to company

Formative assessments- shared during parent conferences

Daily reflection activities- shared during parent conferences

Monthly progress reports- tutors complete form, obtain parent signature, then deliver to Regional Coordinator (RC). RC delivers to parent and LEA by the 15th of every month

Post assessment- occurs within 5 days of the last attending day of student. Information shared with parent, LEA (School District), and classroom teacher (if requested) by the end of the semester.

Plan to measure achievement, Pre/Post test

Tutor Testing Procedures

- Place a sign outside the door (TESTING DO NOT DISTURB)
- Students do not write on test. All answers should be recorded on answer sheets. *EXCEPTION- K & 1ST GRADERS they will write on the test*
- Be sure to have extra pencils and erasers available for students to use. No sharpening of pencils during testing
- K-2ND scores are recorded on score sheet. Utilize the back of the answer sheet or room on front to record score for 3rd-8th
- **Testing Time**

- 3rd-5th & 6th-8th Lang Arts is 30min
- K/1st LA is 30min
- 2nd LA is 35min
- **Answer keys/Grading**
 - K-2nd included with directions on test directions
 - Check the correct answers on score sheet (*fill out completely*)
 - 3 scores per student (LA-Phonics, Vocab, Comp, Math- 3 sections)
 - 3rd-5th Look for an answer sheet or utilize pgs from Teach ed.
 - Put an X over incorrect answers
 - 2 scores per student LA 1-10 (Vocab score), 11-? (Comprehension)
 - Record the correct answers over total (example:15/29)
 - Read the first page and complete the example and then begin the time. They read on their own until they finish
 - 6th-8th
 - Read the first page and complete the example and then begin the time. They read on their own until they finish
 - 2 scores per student LA Usage 1-11 (score), 11-? (Comprehension)
- 70% and above scores are considered on grade level. Scores below 70% are below grade level. Scores above 80% are above grade level
- Have parents fill out emergency/district paperwork, SLPs, play a movie, or have information about ATTL available for review. Consult RC/Lead Tutor about parent activities
- If there are any testing abnormalities be sure to report to the Regional Coordinator (RC) Lead Tutor (LT) and record on student answer sheet (example: student ill, bathroom break gone for 10min, environment disruptive)
- Turn in all tests, student answer sheets, and guides to your RC/LT/SC unless you are instructed differently.
- **YOU HAVE COMPLETED ATTL STUDENT TESTING**
- Pre assessments- arranged by Regional Coordinators and tutors, information shared with parent, LEA, and classroom teacher (if requested)
- Formative assessments- occur throughout the program dispensed and graded by tutors, results can modify student's tutoring program and/or also advance or downgrade student's program
- Daily reflection- occur daily or weekly (depending on grade level) dispensed by tutors

- Monthly progress reports- occur monthly due on the last day of the month from tutors to Regional Coordinators, then dispensed parent, LEA, and classroom teacher (if requested) by the 15th of every month.
 - Post assessment- arranged by Regional Coordinators and tutors, information shared with parent, LEA, and classroom teacher (if requested)
-

List of materials that tutor will use for instruction

Bag

ATTL Tutor Badge

Material Checklist

Student Books (K-2ND Premium Education Series, 3RD-5TH Achieve it!)

Pencil Box/Pouch

Pencils

Pencil Erasers

Scissors

Crayons

Pens

Motivation Stickers

Reward Cutouts

Monthly Reports

Incident Reports

Training Guide

Reflection Sheets

Paper

Notebooks

Pre tests/Post tests

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ALL THINGS THROUGH LEARNING INC., a Florida corporation, filed on March 28, 2006, as shown by the records of this office.

The document number of this corporation is P06000044669.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-ninth day of March, 2006



CR2EO22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State

**!!!@ALL THINGS THROUGH LEARNING, INC. (ATTL)
BOARD OF DIRECTORS and CHIEF OFFICERS
MARCH 10, 2006
5 YEAR TERM**

PRESIDENT/CFO/TREASURER

Maurice Green
2202 N. Harold Ave.
Tampa, FL 33607
(813) 728-1300

VICE-PRESIDENT

Ebony Tanner
609 S. Waller Street
Plant City, FL 33566
(813) 846-2315

CORPORATE SECRETARY

Helen T. Washington, JD
10355 Paradise Blvd. #112
Treasure Island, FL 33706

**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT
("Contract") is made and entered this 23rd ^{25th} day of July ^{August}, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "DISTRICT,") and

Name of State-Approved SES Provider: ADC Tutoring Corp
Contact Address: 1841 Mallard Drive
City, Zip, State: Panama City, FL 32404

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

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

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

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 IEP under IDEA or the student's section 504 plan.

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Supplemental Educational Services
Provider Contract, 2009-2010

Initials *DJL*

The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until July 1, 2010.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

Supplemental Educational Services
Provider Contract, 2009-2010

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will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)
Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students)
Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. 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 2008-2009 school year.”

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

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

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER’S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

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.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER’S or employee’s expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

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 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 Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

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If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly
 To the school Weekly Monthly
 To the DISTRICT Monthly

Sessions per Week: 2 # Sessions per Month: 8

Type of Service: *Check and complete all that apply.*

Online One-on-One
 Small Group Maximum number of students per tutor 8

Time/Day of Sessions: 2:30-4:00 Monday-Thursday

Location of Sessions: *Check all that apply.*

- School campus Provider facility Faith-based center
- Community-based center Student's home (on-line or computer-based)
- Child Care Center Public site such as public library
- Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws,

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ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

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

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of \$170⁰⁰ – not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed **\$1,235.00** per student. *This*

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amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

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

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder,

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resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009**.
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

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- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. 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 services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

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address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

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

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

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

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms

Board Chairperson: Name / Signature / Date

Reginald C. James

Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Earnestine Garner Clements President Earnestine Clements 7/23/09

Provider Authorized Representative: Name / Title / Signature / Date

ADC Tutoring Corp

Name of Supplemental Educational Service Provider:

1841 Mallard Dr

Address

Panama City, FL 32404

City / State / Zip Code

850 832-3184 205495466

Phone Number / Tax Identification Number:

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

Tanya Kulkac / Program Director P.O. Box 36053

Name / Title

Address

7/23/09 (850) 3199908

Panama City, FL 32412

Date / Phone Number

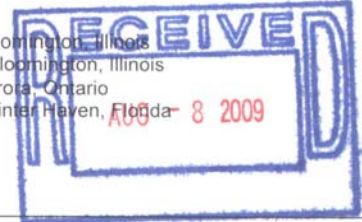
City / State / Zip code



CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
STATE FARM LLOYDS, Dallas, Texas



insures the following policyholder for the coverages indicated below:

Policyholder: ADC TUTORING CORP/ERNESTINE CLEMENTS
Address of policyholder: 1841 MALLARD DR. PANAMA CITY, FL 32404-2951
Location of operations: Gadsden County Schools
Description of operations: Tutoring Students

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Table with 4 columns: POLICY NUMBER, TYPE OF INSURANCE, POLICY PERIOD (Effective Date, Expiration Date), and LIMITS OF LIABILITY (at beginning of policy period). Includes rows for Business Liability and EXCESS LIABILITY.

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

The School Board of Gadsden County, Florida including all current, former, and future Board Members, employees, officer, volunteers, and agents.

The School Board of Gadsden County, Florida
Tammy McGriff Farlin, Title I Coordinator
35 Martin Luther King, Jr. Blvd.
Quincy, FL 32351

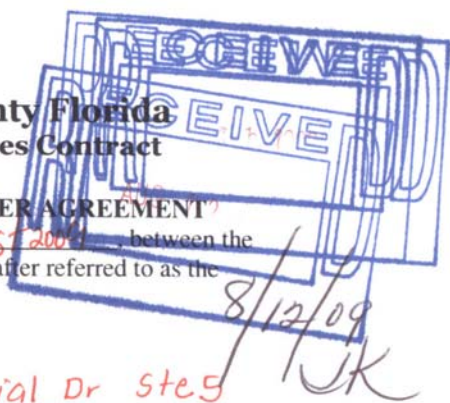
If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative: Willie Pollard
Agent Staff: 07/23/09
Date: 07/23/09

FE-6311 Hired Auto Liability Endorsement Coverage L-Business Liability applies to bodily injury or property damage arising out of the maintenance or use of a hired auto by you or your employees in the course of your business.

Willie Pollard
Agent Name
Telephone Number 850-872-0414
Agent's Code Stamp
Agent Code 59-6451
AFO Code F608

**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**



THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT
("Contract") is made and entered this 25th day of August 2009 between the
School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the
"DISTRICT,") and

Name of State-Approved SES Provider: At Tutor U
Contact Address: 401 W. Colonial Dr Ste 5
City, Zip, State: Orlando, FL 32804

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

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

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

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 IEP under IDEA or the student's section 504 plan.

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The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until July 1, 2010.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

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will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)
Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students)
Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. 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 2008-2009 school year.”

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

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

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

Supplemental Educational Services
Provider Contract, 2009-2010

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II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

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.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

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 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 Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The MONTHLY Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly
 To the school Weekly Monthly
 To the DISTRICT Monthly

Sessions per Week: _____ # Sessions per Month: _____

Type of Service: *Check and complete all that apply.*

Online One-on-One
 Small Group Maximum number of students per tutor _____

Time/Day of Sessions:

Location of Sessions: *Check all that apply.*

- School campus Provider facility Faith-based center
- Community-based center Student's home (on-line or computer-based)
- Child Care Center Public site such as public library
- Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

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

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of _____ – not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed **\$1,235.00** per student. *This*

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amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

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

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder.

resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A.** This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009.**
- B.** This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C.** This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D.** If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E.** This Contract may be terminated by DISTRICT or PROVIDER at any time.

Supplemental Educational Services
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- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. 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 services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

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address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

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

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

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

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida
35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

July 31st 2009 Vicki Flynn - Executive Director
Provider Authorized Representative: Name / Title / Signature / Date

A+ Tutor U
Name of Supplemental Educational Service Provider:

401 W Colonial DR Ste 5
Address

Orlando, FL 32804
City / State / Zip Code

(407) 839-1313 59-3749648
Phone Number / Tax Identification Number:

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

Name / Title Address

Date / Phone Number City / State / Zip code

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KM
TUTORU1

DATE (MM/DD/YYYY)
07/21/09

PRODUCER

Hatcher Insurance, Inc.
P.O. Box 540689
Orlando FL 32854-0689
Phone: 407-841-2686 Fax: 407-841-2688

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED

Learning Centers of Central FL
LLC, dba Tutor U,
dba ! A+ Tutor U,
401 W Colonial Dr Ste 5
Orlando FL 32804

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A **Markel Insurance Company**
INSURER B
INSURER C
INSURER D
INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3602CC3005922	07/31/09	07/31/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 1000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3602CC3005922	07/31/09	07/31/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	4602CC3005942	07/31/09	07/31/10	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Teachers Prof Liab	3602CC3005922	07/31/09	07/31/10	Limit 1000000
A	Abuse/Molestation	3602CC3005922	07/31/09	07/31/10	Ea Person 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is included as additional Insured for General Liability where required by written contract. Liability is limited to loss or damage arising out of negligent acts of the insured.
 *Except as required by FL Statute.

CERTIFICATE HOLDER

The School Board of Gadsden
County, Florida
see holder notes
35 Martin Luther King Jr Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT
("Contract") is made and entered this ²⁵ ~~3rd~~ day of August 2009, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "DISTRICT,") and

Name of State-Approved SES Provider:
Contact Address:
City, Zip, State:

*Abacus In-home Tutoring, Inc
1030 Carrin Dr
Tallahassee, FL 32311*

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

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

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

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 IEP under IDEA or the student's section 504 plan.

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The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **July 1, 2010.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

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will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)
Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students)
Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. 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 2008-2009 school year.”

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

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

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER’S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

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.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER’S or employee’s expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

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when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

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 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 Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

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If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

_____ Frequent monitoring through informal or formal assessments. _____

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly
To the school Weekly Monthly
To the DISTRICT Monthly

Sessions per Week: 1-3 # Sessions per Month: 3-15

Type of Service: *Check and complete all that apply.*

Online One-on-One
Small Group Maximum number of students per tutor 5

Time/Day of Sessions: TBD

Location of Sessions: *Check all that apply.*

School campus Provider facility Faith-based center
 Community-based center Student's home (on-line or computer-based)
 Child Care Center Public site such as public library
 Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

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ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

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

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of ~~65/hr~~ not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed **\$1,235.00** per student. *This*

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amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

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

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder,

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resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009**.
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. 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 services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

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address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

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

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.



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

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms

Board Chairperson: Name / Signature / Date

Reginald C. James

Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

E. Robert Diaz, President

Provider Authorized Representative: Name / Title / Signature / Date

8/3/09

Abacus In-Home Tutoring, Inc.

Name of Supplemental Educational Service Provider:

1030 Carrin Dr.

Address

Tallahassee, FL 32311

City / State / Zip Code

850-491-1533 26-1188718

Phone Number / Tax Identification Number:

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

Name / Title

Address

Date / Phone Number

City / State / Zip code

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RD



CERTIFICATE OF LIABILITY INSURANCE

OP ID VI
ABACU-1

DATE (MM/DD/YYYY)

07/31/09

PRODUCER Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington NY 11743 Phone: 631-421-2424 Fax: 631-421-2004		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Abacus In-Home Tutoring Inc 1030 Carrin Dr Tallahassee FL 32311		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Philadelphia Ins Companies	
		INSURER B: The Hartford Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK405101	04/03/09	04/03/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPI/OP AGG \$ 2000000 Emp Ben. 1000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK405101	04/03/09	04/03/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$ \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	12WECLN9890	07/14/09	07/14/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A		Abuse/Molestation	PHPK405101	04/03/09	04/03/10	Occ/Agg \$100K/300K
A		Prof Liability	PHPK405101	04/03/09	04/03/10	Occ/Agg \$1Mil/\$2Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
School Board of Gadsen County FL including all current, former, & future Board members, employees, officers, volunteers & agents are included as an Additional Insured, as per endorsement #CG2026, if required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

SCHOOLG School Board of Gadsen County Florida 35 Martin Luther King Jr Blvd Quincy FL 32351	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**



THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT

("Contract") is made and entered this 25th day of August 2009, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "DISTRICT,") and

Name of State-Approved SES Provider: Beyond the Bell SES Tutoring, Inc.
Contact Address: 14100 Palmetto Frontage Rd. Suite 11
City, Zip, State: MIAMI LAKES, FL 33014

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

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

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

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 IEP under IDEA or the student's section 504 plan.

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A handwritten signature in blue ink, appearing to be "MJC", written over a horizontal line.

Initials MJC

The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until July 1, 2010.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

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will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.



PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)
Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students)
Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. 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 2008-2009 school year.”

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

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

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER’S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

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.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER’S or employee’s expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore , Secretary for Staff Development & Personnel, for verification of clearance.



PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT



when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

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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 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 Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

_____ Frequent monitoring through informal or formal assessments. _____

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly
To the school Weekly Monthly
To the DISTRICT Monthly

Sessions per Week: 1-4 # Sessions per Month: 4-16

Type of Service: *Check and complete all that apply.*

Online One-on-One

Small Group Maximum number of students per tutor 8

Time/Day of Sessions:

Before/After School, winter, summer, spring break Monday - Sunday

Location of Sessions: *Check all that apply.*

- School campus Provider facility Faith-based center
 Community-based center Student's home (on-line or computer-based)
 Child Care Center Public site such as public library
 Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

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ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

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

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of \$70 – not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed **\$1,235.00** per student.

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amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

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

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder,

Supplemental Educational Services
Provider Contract 2000-2010

Initials MM

resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009.**
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. 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 services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

Supplemental Educational Services
 Provider Contract 2009-2010

Initials MTF

address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

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

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.



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

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida
35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Manuel Ferrer / President Manuel Ferrer 8/6/09
Provider Authorized Representative: Name / Title / Signature / Date

Beyond the Bell SES Tutoring, Inc.
Name of Supplemental Educational Service Provider:

14160 Palmetto Frontage Road. Suite 11
Address

Miami Lakes FL 33016
City / State / Zip Code

(305) 266 2707 / 26-1899399
Phone Number / Tax Identification Number:

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

Yvette Cano / Quality Assurance Supervisor
Name / Title Address

Date / Phone Number City / State / Zip code

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)
3/20/09

PRODUCER
 QUANTUM INSURANCE GROUP
 5740 HOLLYWOOD BLVD., SUITE 104
 HOLLYWOOD, FL 33021

INSURERS AFFORDING COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 BEYOND THE BELL SES TUTORING, INC.
 14160 Palmetto Frontage Road #11
 Miami Lakes, FL 33016

INSURER A. SCOTTSDALE INSURANCE CO.
 INSURER B. WESTERN WORLD INSURANCE COMPANY
 INSURER C.
 INSURER D.
 INSURER E.

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CLS-10796-00	10/10/2008	10/10/09	EACH OCCURRENCE \$ 3,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 SEXUAL & PHYSICAL ABUSE \$ 25,000/\$50,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ ACC \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ ACC \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EA E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER Professional Liability	CG-3099820	12/9/2008	12/0/2009	\$1,000,000 PER OCCURRENCE \$1,000,000 AGGREGATE \$0.00 DEDUCTIBLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

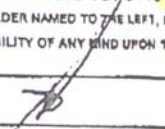
Additional Insured
 The School Board of Gadsden County, including all current, former, and future Board members, employees, officers, volunteers, and agents.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: **CANCELLATION**

The School Board of Gadsden County, Florida

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPROVE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/21/09
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 8200 N.W. 41st Street Suite 200 Miami, FL 33166	1-305-592-6080	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Beyond the Bell SES Tutoring, Inc. 14160 Palmetto Frontage Rd #11 Miami Lakes, FL 33016		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: HARTFORD FIRE IN CO		19682
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	21WEC07955	05/22/09	05/22/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

The School Board of Gadsden County, Florida

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

USA

AUTHORIZED REPRESENTATIVE

**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT

("Contract") is made and entered this ^{25th} ~~27th~~ day of ^{August 2009} ~~July~~, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "DISTRICT,") and

Name of State-Approved SES Provider:

Children Are Our Future

Contact Address:

P.O. Box 1062

City, Zip, State:

Quincy, FL 32353

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

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

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

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 IEP under IDEA or the student's section 504 plan.

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Initials

SS

The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until July 1, 2010.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT



will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: "The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents."
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

Supplemental Educational Services
Provider Contract, 2009-2010

Initials

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. 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 2008-2009 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

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

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

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Provider Contract, 2009-2010

Initials



II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

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.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore, Secretary for Staff Development & Personnel, for verification of clearance.



Initials JS

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.



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 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 Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly
To the school Weekly Monthly
To the DISTRICT Monthly

Sessions per Week: 2 months + 2 ready sessions # Sessions per Month: 8

Type of Service: *Check and complete all that apply.*

Online One-on-One
Small Group Maximum number of students per tutor _____

Time/Day of Sessions: 3:30 - 5:30 (Tuesday + Wednesday)

Location of Sessions: *Check all that apply.*

- School campus
- Community-based center
- Child Care Center
- Student's home with tutor present
- Provider facility
- Student's home (on-line or computer-based)
- Public site such as public library
- Faith-based center

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

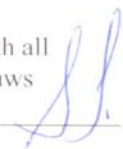
I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

Supplemental Educational Services
Provider Contract, 2009-2010

Initials 

ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

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

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of \$55.00 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed \$1,235.00 per student. *This*

Supplemental Educational Services
Provider Contract, 2009-2010

Initials *JJ*

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

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

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder,

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resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009.**
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

Supplemental Educational Services
Provider Contract, 2009-2010

Initials 

- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. 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 services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

Supplemental Educational Services
Provider Contract, 2009-2010

Initials 

address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

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

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

Supplemental Educational Services
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Initials

Gadsden
THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida
35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Sherrie Taylor / Director /  /07/27/09
Provider Authorized Representative: Name / Title / Signature / Date

Children Are Our Future
Name of Supplemental Educational Service Provider:

Mailing: Post Office Box 1602, Quincy, Fla. 32353
Address

Quincy, Florida 32353
City / State / Zip Code

850-627-4239 56-3256305
Phone Number / Tax Identification Number:

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

SAME AS ABOVE
Name / Title Address

Date / Phone Number City / State / Zip code

Supplemental Educational Services
Provider Contract, 2009-2010

Initials 

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Children Are Our Future	
Business name, if different from above Same As Above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) P.O Box 1602	Requester's name and address (optional)
City, state, and ZIP code Quincy, Florida 32353	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
+ +

or

Employer identification number
5 9 + 3 2 1 5 6 3 0 5

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ <i>Ashley Taylor</i>	Date ▶ 7/26/2009
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 04/29/09

PRODUCER Shiver Insurance Group LLC
373 E. Jefferson St.
Quincy, FL 32351
Phone (850)875-9438 Fax (850)627-4885

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED CHILDREN ARE OUR FUTURE, INC
P O Box 1602
QUINCY, FL 32353-

Table with 2 columns: INSURERS AFFORDING COVERAGE, NAIC #. Rows for INSURER A through F.

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: INSR LTR, ADD'L INSRD, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Includes sections for General Liability, Automobile Liability, Garage Liability, Excess Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate of Liability covers: School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.

CERTIFICATE HOLDER

GADSDEN COUNTY SCHOOL BOARD
35 MARTIN LUTHER KING BLVD.
QUINCY, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Handwritten signature of the authorized representative.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 04/29/09

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INSURED CHILDRED ARE OUR FUTURE, INC
P O Box 1602
QUINCY, FL 32353-

INSURERS AFFORDING COVERAGE
INSURER A: CATLIN SPECIALTY INSURANCE CO
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

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AUTHORIZED REPRESENTATIVE

Handwritten signature of the authorized representative.

ACORD TM **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YY)
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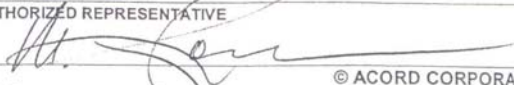
INSURED CHILDRED ARE OUR FUTURE, INC
P O Box 1602
QUINCY, FL 32353-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CATLIN SPECIALTY INSURANCE CO	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES
THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	0900800298	04/21/09	04/21/10	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG Excluded
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
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	<input type="checkbox"/>	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The Certificate of Liability covers: School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.

CERTIFICATE HOLDER GADSDEN COUNTY SCHOOL BOARD 35 MARTIN LUTHER KING BLVD. QUINCY, FL 32351	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/29/09

PRODUCER Shiver Insurance Group LLC
373 E. Jefferson St.
Quincy, FL 32351
Phone (850)875-9438 Fax (850)627-4885

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED CHILDRED ARE OUR FUTURE, INC
P O Box 1602
QUINCY, FL 32353-

INSURERS AFFORDING COVERAGE

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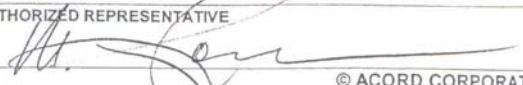
CERTIFICATE HOLDER

GADSDEN COUNTY SCHOOL BOARD
35 MARTIN LUTHER KING BLVD.
QUINCY, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

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INSURED CHILDRED ARE OUR FUTURE, INC
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Table with 2 columns: INSURERS AFFORDING COVERAGE, NAIC #. Rows for INSURER A through F.

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Main table with columns: INSR LTR, ADD'L INSRD, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Includes sections for General Liability, Automobile Liability, Garage Liability, Excess Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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CERTIFICATE HOLDER

CANCELLATION

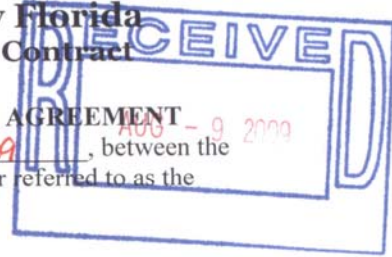
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AUTHORIZED REPRESENTATIVE

Handwritten signature of authorized representative.

**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**



THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT
("Contract") is made and entered this 25th day of August 2009, between the
School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the
"DISTRICT,") and

Name of State-Approved SES Provider: Club 21, In-Home Tutoring Services, Inc.
Contact Address: 15310 Amberly Dr. Ste. 110
City, Zip, State: Tampa, FL 33647

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

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

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

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 IEP under IDEA or the student's section 504 plan.

Supplemental Educational Services
Provider Contract, 2009-2010

Initials 

The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **July 1, 2010**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

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will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)
Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students)
Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. 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 2008-2009 school year.”

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

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

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER’S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

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.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER’S or employee’s expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Supplemental Educational Services
Provider Contract 2000-2010

Initials AA

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 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 Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The MONTHLY Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly

To the school Weekly Monthly

To the DISTRICT Monthly

Sessions per Week: 1-3 # Sessions per Month: 4-12

Type of Service: *Check and complete all that apply.*

Online One-on-One

Small Group Maximum number of students per tutor 5

Time/Day of Sessions:
After school evenings & weekends

Location of Sessions: *Check all that apply.*

School campus Provider facility Faith-based center

Community-based center Student's home (on-line or computer-based)

Child Care Center Public site such as public library

Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

Supplemental Educational Services Initials AM
 Provider Contract 2009-2010

ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

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

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 65 - not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed **\$1,235.00** per student. *This*

Supplemental Educational Services

Initials *AK*

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

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

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder,

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resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009.**
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. 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 services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

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

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

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

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms

Board Chairperson: Name / Signature / Date

Reginald C. James

Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Jacqueline Janota, Assistant Director, Office for 8/7/09
Provider Authorized Representative: Name / Title / Signature / Date

Club Z! In-Home Tutoring Services, Inc.

Name of Supplemental Educational Service Provider:

15310 Amberly Dr. Ste. 110
Address

Tampa, FL 33647
City / State / Zip Code

(888) 434-2582 65-1269940
Phone Number / Tax Identification Number:

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

Name / Title

Address

Date / Phone Number

City / State / Zip code

Supplemental Educational Services
Provider Contract, 2009-2010
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Initials

JJ

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/7/2009
PRODUCER (813)949-8636 FAX: (813)909-8743 Paragon Risk Management 203 Crystal Grove Blvd		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Lutz FL 33549	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A: Safeco Insurance Company	NAIC #
Club Z! In Home Tutoring Services, Inc 15310 AMBERLY DR STE 185	INSURER B: 1st National Ins. Co of	24724
TAMPA FL 33647	INSURER C: International Ins Co	
	INSURER D: Lloyds of London	
	INSURER E: Mt Vernon Fire Ins Co	

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Deductible 0	01CH67443420	10/15/2008	10/15/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> comp 500 <input checked="" type="checkbox"/> coll 500	01CH9403351	5/5/2009	5/5/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CUBW2458408	8/28/2008	8/28/2009	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				
D		OTHER Sexual Abuse & Mole	P1801AB-0105	8/29/2008	8/29/2009	Ded 5,000 1,000,000
E		Professional Liab	SP2007732	10/15/2008	10/15/2009	Ded 5,00 1,000,000
		Fidelity Bond	OBS-567927 Old Republic	8/22/2008	8/22/2009	50,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents shall be listed as additional insured under the general liability policy

CERTIFICATE HOLDER

The School Board of Gadsden County, Flori
35 Martin Luther King, Jr. Blv
Quincy, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Nathan Jensen/JEANS



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

The School Board of Gadsden County

ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to WHO IS AN INSURED (Section II):

- 4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
 - a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
 - (1) The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
- (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
- (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

(6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion J. of Coverage A, Section I is replaced by the following:

J. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED – MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B – BAIL BONDS – TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

EMPLOYEES AS INSUREDS – HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.



EXTENDED DEFINITION OF BODILY INJURY

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

AGGREGATE LIMITS OF INSURANCE — PER LOCATION

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE
04-27-2009

PRODUCER
PAYCHEX AGENCY INC
210705 P:()- F:()-
308 FARMINGTON AVE
FARMINGTON CT 06032

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
CLUB Z IN HOME TUTORING SERVICES INC
15310 AMBERLY DR STE 185
TAMPA FL 33647

INSURER A: The Hartford Ins Group
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	76 WEG Z05936	04/25/09	04/25/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Those usual to the Insured's Operations.

CERTIFICATE HOLDER **CANCELLATION**

ADDITIONAL INSURED; INSURER LETTER: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jac Taylor

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract



THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 25th day of August 2009 between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "DISTRICT,") and

Name of State-Approved SES Provider: FELC TUTORS
Contact Address: 14160 Palmetto Frontage Rd. Suite 11
City, Zip, State: MIAMI LAKES, FL 33016

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

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

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

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 IEP under IDEA or the student's section 504 plan.

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Handwritten initials in blue ink, appearing to be "MF".

The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **July 1, 2010**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

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will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.



PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)
Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students)
Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. 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 2008-2009 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

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

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.



II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER’S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

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.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER’S or employee’s expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore , Secretary for Staff Development & Personnel, for verification of clearance.



PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT.

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

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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 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 Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:



To parents Weekly Monthly
 To the school Weekly Monthly
 To the DISTRICT Monthly

Sessions per Week: 1-4 # Sessions per Month: 4-16

Type of Service: *Check and complete all that apply.*

Online One-on-One
 Small Group Maximum number of students per tutor 8

Time/Day of Sessions:
Before/After School, Winter, Summer, Spring Break Monday - Sunday

Location of Sessions: *Check all that apply.*
 School campus Provider facility Faith-based center
 Community-based center Student's home (on-line or computer-based)
 Child Care Center Public site such as public library
 Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws,



ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

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

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of \$70 – not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed \$1,235.00 per student. *This*

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amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

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

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder,

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resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009.**
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

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Provider Contract 2000-2010

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- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. 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 services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

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

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.



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

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms

Board Chairperson: Name / Signature / Date

Reginald C. James

Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Maria Ferrer / President

Maria Ferrer 8/6/09

Provider Authorized Representative: Name / Title / Signature / Date

FELC Tutors

Name of Supplemental Educational Service Provider:

14160 Palmetto Frontage Road Suite 11

Address

Miami Lakes FL 33014

City / State / Zip Code

(305) 266-2707 / 20-2368371

Phone Number / Tax Identification Number:

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

Yvette Cano / Quality Assurance Supervisor

Name / Title

Address

Date / Phone Number

City / State / Zip code

Supplemental Educational Services
Provider Contract 2000-2010

Initials

MF

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

DOCUMENT# G07264900186

Fictitious Name to be Registered: FELC TUTORS

Mailing Address of Business: 4215 SW 75 AVENUE
MIAMI , FL 33155

Florida County of principal place of business: DADE

FEI Number:

Owner(s) of Fictitious Name:

FLORIDA EDUCATIONAL LEADERSHIP COUNCIL, INC.
4215 SW 75 AVENUE
MIAMI, FL 33155
Florida Registration Number: P07000013319
FEI Number: Applied for

FILED
Sep 21, 2007
Secretary of State

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) understand that the electronic signature(s) below shall have the same legal effect as if made under oath.

MANUEL RIERA

09/21/2007

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested (X)

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 3/20/09
PRODUCER QUANTUM INSURANCE GROUP 5740 HOLLYWOOD BLVD., SUITE 104 HOLLYWOOD, FL 33021	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED FLORIDA EDUCATIONAL LEADERSHIP COUNCIL, INC. 14160 Palmetto Frontage Road #11 Miami Lakes, FL 33016	INSURER A. SCOTTSDALE INSURANCE CO.	
	INSURER B. WESTERN WORLD INSURANCE COMPANY	
	INSURER C.	
	INSURER D.	
	INSURER E.	

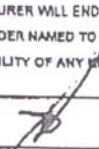
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CLS-10796-00	10/10/2008	10/10/09	EACH OCCURRENCE \$ 3,000,000				
					FIRE DAMAGE (Any one fire) \$ 100,000				
					MED EXP (Any one person) \$ 5,000				
					PERSONAL & ADV INJURY \$ 3,000,000				
					GENERAL AGGREGATE \$ 3,000,000				
					PRODUCTS - COMP/OP AGG \$ 3,000,000				
					SEXUAL & PHYSICAL ABUSE \$ 25,000/\$50,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC \$0.00 DEDUCTIBLE								
					AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NDN OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					GARAGE LIABILITY ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per equipment) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ ACC \$
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$				
B	OTHER Professional Liability	CG-3099820	12/9/2008	12/0/2009	\$1,000,000 PER OCCURRENCE \$1,000,000 AGGREGATE \$0.00 DEDUCTIBLE				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Additional Insured
The School Board of Gadsden County, including all current, former, and future Board members, employees, officers, volunteers, and agents.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
The School Board of Gadsden County, Florida		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
USA		AUTHORIZED REPRESENTATIVE 

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/21/09
PRODUCER 1-305-592-6080 Arthur J. Gallagher Risk Management Services, Inc. 8200 N.W. 41st Street Suite 200 Miami, FL 33166	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED FLORIDA EDUCATIONAL LEADERSHIP COUNCIL, INC. 14160 PALMETTO FRONTAGE RD #11 MIAMI LAKES, FL 33016	INSURERS AFFORDING COVERAGE	
	INSURER A: HARTFORD FIRE IN CO	NAIC # 19682
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

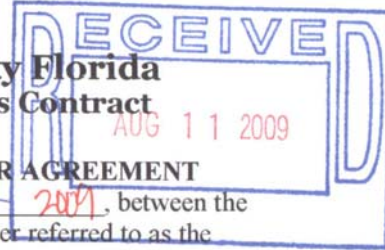
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	21WECP07955	05/22/09	05/22/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER The School Board of Gadsden County, Florida	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**



THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT
("Contract") is made and entered this 11th day of August 2009, between the
School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the
"DISTRICT,") and

Name of State-Approved SES Provider: *The Foundation For Dreams Community Development*
Contact Address: *1211 Edgewood Street Center, Fla.*
City, Zip, State: *(Quincy) FL 32351*

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

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

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

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 IEP under IDEA or the student's section 504 plan.

Supplemental Educational Services
Provider Contract, 2009-2010

Initials *Cls*

- The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.
- **Parents/Guardianship.** 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until July 1, 2010.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

Supplemental Educational Services
Provider Contract, 2009-2010

Initials



PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)
Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students)
Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. 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 2008-2009 school year.”

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

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

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

Supplemental Educational Services
Provider Contract, 2009-2010

Initials 

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

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.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore, Secretary for Staff Development & Personnel, for verification of clearance.



PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

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 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 Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER’S state approved application and required in the pupil’s SLP. A PROVIDER who desires to use DISTRICT’S facilities must make a separate application for use of facilities through DISTRICT’S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant’s request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT’S facilities will not have access to the DISTRICT’S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT’S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, Mr. Wayne Sheppard. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT’S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student’s attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student’s signature or parent’s signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT’S SES Student Attendance Form.



Initials *CS*

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The MONTHLY Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

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To parents Weekly Monthly
 To the school Weekly Monthly
 To the DISTRICT Monthly

Sessions per Week: 3 # Sessions per Month: 12

Type of Service: *Check and complete all that apply.*

Online One-on-One
 Small Group Maximum number of students per tutor 8

Time/Day of Sessions:
3:15 pm to 6:15 pm Mon, Tues, Wed, Thurs, or Sat. meetings

Location of Sessions: *Check all that apply.*

- School campus
- Community-based center
- Child Care Center
- Student's home with tutor present
- Provider facility
- Faith-based center
- Student's home (on-line or computer-based)
- Public site such as public library

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

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Initials Celt

ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

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

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of ~~\$70.00~~ not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed **\$1,235.00** per student. *This*

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amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

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

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder.

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Initials CLT

resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009.**
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

Supplemental Educational Services
Provider Contract, 2009-2010

Initials CE

- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. 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 services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

Supplemental Educational Services
Provider Contract, 2009-2010

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address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

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

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

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

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida
35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Cheraka L. Thomas, Board Chair [Signature] 8/11/09
Provider Authorized Representative: Name / Title / Signature / Date

The Foundation For Dreams Community Development Center, Inc.
Name of Supplemental Educational Service Provider:

131 Earnest Street
Address

Quincy, FL 32351
City / State / Zip Code

850-812-4769 / 26-2601328
Phone Number / Tax Identification Number:

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

Name / Title Address

Date / Phone Number City / State / Zip code

Supplemental Educational Services
Provider Contract, 2009-2010

Initials [Signature]

NOTICE OF ELECTION TO BE EXEMPT

Please refer to the written instructions prepared by the Division of Workers' Compensation before completing this form.

STATE USE ONLY	
Effective/Issue Date:	_____
Expiration Date:	_____
Control Number:	_____
Postmark Date:	_____
Received Date:	_____

By filing this application, you elect to be exempt from the provisions of Chapter 440, Florida Statutes and waive any right you may have to workers' compensation benefits in the State of Florida should you become injured on the job. Any person who knowingly and with intent to injure, defraud, or deceive the Division or any employer, employee, or insurance company or purposes program, files a Notice of Election to be Exempt containing any false or misleading information is guilty of a felony of the third degree. Certain documentation is required by law to be attached to this application-refer to the instruction sheet for more details.

I am applying for exemption as a (check only one box in this section):

CONSTRUCTION INDUSTRY (\$ 50.00 FEE REQUIRED)

Sole Proprietor Partner Corporate Officer (your corp. title: _____) -OR-

NON-CONSTRUCTION INDUSTRY (NO FEE REQUIRED)

Corporate Officer (your corp. title: Chair)

CORPORATE OFFICERS AND PARTNERS: List the registration number of your business on file with the Division of Corporations, Department of State's Office (NOTE: your partnership may not have one, but all corporations must have one. If your partnership doesn't have one, state "N/A"): NO80000002559

THIS EXEMPTION APPLICATION APPLIES ONLY TO THE PERSON SIGNING THE APPLICATION AND ONLY FOR THE BUSINESS ENTITY LISTED IN THE FOLLOWING SECTION

Business Name: <u>The Foundation For Dreams Community Development Center, Inc.</u>		Trade Name; d/b/a; or a/k/a:	
Business Mailing Address: <u>121 Earnest St</u>		City: <u>Quincy</u>	State: <u>FL</u> Zip: <u>32351</u>
County: <u>Coosler</u>	Phone No.: <u>(904) 212-4764</u>	Nature of Business: <u>After school Tutoring</u>	FEIN: <u>26-2601328</u>
Unemployment Compensation Tax No:	Date Business Established: <u>3-13-08</u>	No. of Employees: <u>1</u>	

Are you required to be registered or certified pursuant to Chapter 489, F. S.? No Yes: list all certified or registered licenses issued to you pursuant to Chapter 489, Florida Statutes _____

Are you or a qualifier for your business required by the county or the municipality in which your business mailing address is located to have an occupational license for the business which is the subject of this application? No Yes:

YOU MUST ATTACH A COPY OF A CURRENT OCCUPATIONAL LICENSE

Are you employed by any sole proprietorship, partnership, corporation or business entity other than the business to which this application applies? NO YES list the name of all other businesses in which you are employed: _____

AFFIDAVIT OF APPLICANT: I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief; that this election does not exceed exemption limits for corporate officers or partners as provided in §440.02 Florida Statutes; and that I will secure the payment of workers' compensation benefits, pursuant to Chapter 440, Florida Statutes, for any employee I now have or may hereinafter acquire, for which my business is required by Florida law to secure such benefits.

Cheraka L. Thomas 867193 1200 11 26 72
 PE/PRINT NAME OF PERSON APPLYING FOR EXEMPTION SOCIAL SECURITY NO. mo. day yr.
 _____ 8 1 10 09 DATE OF BIRTH
 APPLICANT'S SIGNATURE DATE SIGNED

STATE OF FLORIDA, COUNTY OF _____

born to and subscribed before me this _____ day of _____, _____, by _____

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

TARY SIGNATURE _____ My Commission Expires _____

(SEE REVERSE FOR ADDITIONAL INFORMATION)

Workers' Compensation Information Online - <http://www.fldfs.com/WC/>

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AS
FOUND-1

DATE (MM/DD/YYYY)
08/11/09

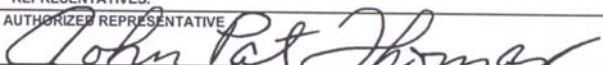
PRODUCER Pat Thomas & Associates P.O. Box 1919 Quincy FL 32353 Phone: 850-875-1776 Fax: 850-875-2776	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Foundation for Dreams Communit 121 Earnest Street Quincy FL 32351	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Southern Cross Underwrite</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Southern Cross Underwrite		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Southern Cross Underwrite													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	U550148A- \$1,000,000	08/11/09	08/11/10	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Sexual/Physical	U550148A- \$25,000/\$50,000	08/11/09	08/11/10	PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> Professional E&O	U550148A- \$1,000,000	08/11/09	08/11/10	GENERAL AGGREGATE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Gadsden County School Board as Additional Insured

CERTIFICATE HOLDER SCHOOLB Gadsden County School Board 35 MLK Blvd Quincy FL 323251	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT
("Contract") is made and entered this ^{25th} ~~28th~~ day of ^{August, 2009} ~~July, 2009~~, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "DISTRICT,") and

Name of State-Approved SES Provider: Sylvan Learning of Leon + Pasco
Contact Address: 1410 B1 Market Street
City, Zip, State: Tallahassee, FL 32312

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

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

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

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 IEP under IDEA or the student's section 504 plan.

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The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **July 1, 2010**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. 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 2008-2009 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

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

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

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Provider Contract, 2009-2010

Initials



II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER’S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

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.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER’S or employee’s expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore , Secretary for Staff Development & Personnel, for verification of clearance.



PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

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 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 Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

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If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly

To the school Weekly Monthly

To the DISTRICT Monthly

Sessions per Week: 2 # Sessions per Month: 8-10 depends upon scheduled days

Type of Service: *Check and complete all that apply.*

Online One-on-One

Small Group (1-3) Maximum number of students per tutor 3

Time/Day of Sessions: M-F 3:30-8:30 and Sat. 10-2:00 / hour se

Location of Sessions: *Check all that apply.*

- School campus
- Provider facility
- Faith-based center
- Community-based center
- Student's home (on-line or computer-based)
- Child Care Center
- Public site such as public library
- Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

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

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of \$52^{hr} not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed \$1,235.00 per student: *This*

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amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

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

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder,

resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009**.
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

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- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. 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 services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

Supplemental Educational Services
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Initials Gmf

address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

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

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

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

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida
35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Diane M Redinger President Diane M Redinger 7/28/09
Provider Authorized Representative: Name / Title / Signature / Date

Sylvan Learning of Leon and Pasco County Legal Name: Florida Learning Centers, Inc
Name of Supplemental Educational Service Provider:

1410 B1 Market Street
Address

Tallahassee FL 32312
City / State / Zip Code

850-385-8696 59-2728267
Phone Number / Tax Identification Number:

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

Name / Title Address

Date / Phone Number City / State / Zip code

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

RBB DATE
U022 07-29-2009

PRODUCER
ARTHUR J GALLAGHER RISK MGMT/PHS
382464 P: (866) 467-8730 F: (877) 905-0457
PO BOX 33015
SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
FLORIDA LEARNING CENTERS INC D/B/A
SYLVAN LEARNING CENTER
1410 MARKET ST STE B1
TALLAHASSEE FL 32312

INSURERS AFFORDING COVERAGE
INSURER A: Hartford Casualty Ins Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	38 SBM UG6805	07/01/09	07/01/10	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> General Liab				PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY	38 SBM UG6805	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Per accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
GARAGE LIABILITY						
<input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$	
EXCESS LIABILITY						
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					OTHER THAN EA ACC \$	
<input type="checkbox"/> DEDUCTIBLE					AGG \$	
<input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
					WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. Certificate holder is an Additional Insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER ADDITIONAL INSURED. INSURER LETTER: A

School Board of Gadsden County
35 martin luther king blvd
quincy, fl, 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jac Taylor

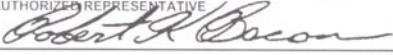
ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID NK FLLEA-2	DATE (MM/DD/YYYY) 08/04/09
PRODUCER Earl Bacon Agency, Inc 3131 Lonnbladh Road P.O. Box 12039 Tallahassee FL 32317 Phone: 850-878-2121 Fax: 850-878-2128		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
Florida Learning Centers, Inc. 1410-B1 Market Street Tallahassee FL 32312		INSURER A: Technology Insurance Company	
		INSURER B: Darwin Select Insurance Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TWC3187109	02/01/09	02/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000
B	E&O - Claims Made	03477229 RETRO	8/1/0908/01/09	08/01/10	Liab/E&O 1,000,000
B	EPL- Claims Made	03477229 RETRO	8/1/0908/01/09	08/01/10	Liab/EPL 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
SCBOQU1 School Board of Gadsden County Attn.: Tammy McGriff Farland 35 Martin Luther King Blvd. Quincy FL 32351	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

2009 FOR PROFIT CORPORATION ANNUAL REPORT

**FILED
Apr 01, 2009
Secretary of State**

DOCUMENT# J38428

Entity Name: FLORIDA LEARNING CENTERS, INC.

Current Principal Place of Business:

1410 MARKET STREET
STE B-1
TALLAHASSEE, FL 32312

New Principal Place of Business:

Current Mailing Address:

1410 MARKET STREET
STE B-1
TALLAHASSEE, FL 32312

New Mailing Address:

FEI Number: 59-2728267 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

REDINGER, DIANE M.
1410 MARKET STREET STE B-1
TALLAHASSEE, FL 32312 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Election Campaign Financing Trust Fund Contribution ()

OFFICERS AND DIRECTORS:

Title: P () Delete
Name: REDINGER, DIANE M.,
Address: 1410 MARKET STREET STET B-1
City-St-Zip: TALLAHASSEE, FL 32312 US

Title: S () Delete
Name: AMT, WILLIAM L.,
Address: 1410 MARKET STREET STE B1
City-St-Zip: TALLAHASSEE, FL 32312

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: DIANE M. REDINGER

P

04/01/2009

Electronic Signature of Signing Officer or Director

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: August 25, 2009

TITLE OF AGENDA ITEMS: Request to Delete from Capital Assets – Motor Vehicle

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

In accordance with Sections 274.04, 274.05 and 274.06, Florida Statutes, Board approval is requested to delete \$67,315.00 plus applicable depreciation from the Capital Assets list of motor vehicles. This action is required based on the sale of one 1997 International bus listed on the subsidiary records as shown below:

VIN #	Purchase Price	Inventory Tag #
1T5U3B25V1147266	\$67,315.00	200490

At the time of sale, the value of the bus was estimated to be between \$500-\$700. The bus was sold for \$1,500.00 cash.

REVENUE: General Fund

AMOUNT: \$1,500.00

PREPARED BY: Bruce James and Bonnie Wood

POSITIONS: Inventory Control Specialist and Assistant Superintendent for Business Services

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN, THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE.

IDENTIFICATION NUMBER 1T5U3825V1147266		YR. 97	MAKE THMS	MODEL	BODY BU	WT.-L.-BHP.	TITLE NUMBER 71539008	
ODOMETER - DATE READ 614 10/30/96	PREV. REG. N	COLOR YEL		TYPE PVT		USE		
REMARKS ODOMETER - ACTUAL MILEAGE							DMV.	PREV. ISSUE DATE

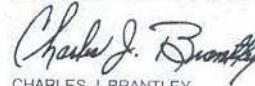
REGISTERED OWNER (LAST-NAME FIRST) _____ DATE OF ISSUE **11/08/96**



**GADSDEN COUNTY SCHOOL BOARD
35 EXPERIMENT STATION RD
QUINCY FLA 32351-4411**

VOID IF ALTERED

VOID IF ALTERED

DIVISION OF MOTOR VEHICLES

 CHARLES J. BRANTLEY
 DIRECTOR

TALLAHASSEE FLORIDA

 CONTROL NUMBER **B40153808**

DEPARTMENT OF HIGHWAY SAFETY
 AND MOTOR VEHICLES

 FRED O. DICKINSON, III
 EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER

ODOMETER CERTIFICATION - Federal and state laws require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle described is hereby transferred to:

Purchaser: Alexandro Gonzalez Address: Box 734

I/We state that the odometer now reads (no Tenths) Selling Price: \$ 1,500⁰⁰ Date Sold: 8-11-09

miles, date read _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked:

CAUTION: 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
 2. I hereby certify that the odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY.

Signature of Purchaser: Megub Dzala Printed Name of Purchaser: Alexandro Gonzalez

Co-Purchaser: _____ Co-Purchaser: _____
 Seller: Gadsden County School District Seller: by Bonnie Ward 8-11-09

Co-Seller: _____ Co-Seller: _____
 (When Applicable)
 Selling Dealer's License Number: _____ Tax No.: _____ Tax Collected: \$ _____

Auction Name: _____ License Number: _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 11a

DATE OF SCHOOL BOARD MEETING: August 25, 2009

TITLE OF AGENDA ITEM: Approval of School Board Rule 2.25 (Code of Student Conduct)

DIVISION: Administration

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Adoption of and approval to print School Board Rule 2.25 (Code of Student Conduct) of the Gadsden County School Board rules is requested.

Printing quotes: Havana Publishing - \$6454.00
Quincy Printing & Graphics - \$8350.00
Target Printing - \$8774.00

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Sonja Bridges, Ed.D. 

POSITION: Assistant Superintendent for Academic Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

Number of ORIGINAL SIGNATURES NEEDED by preparer: _____

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: 

GADSDEN COUNTY SCHOOL BOARD

REGULAR MEETING: August 25, 2009

Suggested script for amending Gadsden County School Board Rule 2.25

() CHAIRPERSON The next agenda item is Item Number ____ which includes consideration of, and action upon the Code of Student Conduct which is a subsection of Rule 2.25. Based upon professional judgment and past experience, modifications of this rule will have little to no economic impact. For this reason no action is being taken on an economic impact statement. THIS PUBLIC HEARING IS INCLUDED IN THE REGULAR MEETING OF THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, held on August 25, 2009, in the regular School Board Meeting Room in the Max D. Walker Administration Building at Number 35 Martin Luther King Jr. Blvd., Quincy, Florida. The hearing is for the purpose of receiving input and comments from the public on Rule 2.25. This hearing is being electronically recorded. The hour is now ____ p.m. At an appropriate time, the Chair will invite from the audience questions, comments, evidence, arguments, oral statements or other information regarding the proposed action. At that time, each individual wishing to address the Board will please first rise, be recognized by the Chair, and state her or his name.

() SUPERINTENDENT Mr./Madam Chairperson, each member of the Board has been furnished a copy of the proposed Amended Rule previously described by you. I recommend that the Board amend the Code of Student Conduct which is a subsection of Rule 2.25.

() CHAIRPERSON If there is anyone who wishes to ask questions, make comments, present evidence or oral arguments or present other information regarding the proposed action, you may do so at this time.

(QUESTIONS, COMMENTS, ETC., IF ANY.)

() A MEMBER Mr./Madam Chairperson, I move to amend Rule 2.25.

() A MEMBER I second the motion.

() CHAIRPERSON There is a motion and a second to amend Rule 2.25. Is there any further discussion? All in favor of the motion please say aye- All opposed... The rule has been amended and it is so ordered. The next item on the agenda is Item Number ____.

PRIORITY NEWS, INC.

HAVANA HERALD

HAVANA PUBLISHING

103 W. 7th Ave. • Havana, FL 32333
Phone: (850) 539-6586 • Fax: (850) 539-0454

DATE: 7/27/09

FACSIMILE TRANSMISSION COVER PAGE

TO: JANE Butler

C/O: Condoan County Schools

FAX NUMBER: ~~677~~ 875-393193

FROM: Jian Bernal

NUMBER OF PAGES TO FOLLOW: - 0 -

MESSAGE: Re: Quote - Code of Student Conduct Book

1) Color Copy
Page (36-39)
and cover 76 pages
7000
8 1/2 x 11 Saddle Stitch
White 67 pound cover
White 20 pound text

NO color ——— 5922.00
Color Inside ——— 6106.00
^{only}
(Cover Black)
Color cover ——— 6454.00
Color Inside

2) Everything same
Except no color

Thank You.
J.B.



Quincy Printing & Graphics

INCORPORATED

QUOTATION

ATTN: Jamie Mutter
 TO: Dade Co School Board
 DATE: 7-28-09

ITEM QUOTED: Code of Conduct 2009-2010

SPECS: 8 1/2 x 11 - Saddle Stitch 76 Pages + Cover
Int 50# W.O. - Cover 67# White.

① BLACK FUNK THROUGH OUT ② With Color on Cover +
5 Pages of Color

BLACK ① 7,000
 QUANTITY: (Single Delivery)

PRICE: \$ 7,595.00 per 7,000

Color ② 7,000
 QUANTITY: (Single Delivery)

PRICE: \$ 8,350.00 per 7,000

QUANTITY: _____
 (Single Delivery)

PRICE: _____ per _____

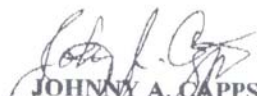
QUANTITY: _____
 (Single Delivery)

PRICE: _____ per _____

LEADTIME: 10 Worky WEEKS / DAYS After Proof O.K.

OTHER CHARGES: _____

Need C.P. in P.D.F. FORMAT.
with hard copy.


 JOHNNY A. CAPPS
 PRESIDENT

1960 WEST JEFFERSON STREET • QUINCY, FLORIDA 32351 • Phone/Fax: (850) 627-1055

TARGET COPY OPEN 24 HOURS

*Digital Printing
and More!*

P.O. Box 1569
Tallahassee FL 32302
(850) 224-3007 Fax: (850) 325-3668

Jane Butler
Gadsden County School Board*
Attn: AP 35 MLK Blvd.
Quincy FL 32351

Quotation	
No: 6355	Date: 08/05/09

Ship To:

< Same as Bill To >

Customer Pickup

Fax: 850/627-2760

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales/Rep	Ship Via
5006	Jane Butler	850/627-9651x1232		Kevin		Customer Pickup
Quantity	Description				Unit Price	Price
	(7000) Code/Conduct Books (W/Color Pages)					
7,000	[Color Pages] - Full Color, 2-Sided, 8.5x11" 28# Acid Free (6 clicks/set)				0.6400/Ea	4,480.00
7,000	[Black Ink Pages] - Black Ink, 2-Sided, 8.5x11" 20# White (67 clicks/set)				0.4700/Ea	3,290.00
7,000	[Binding] - Booklet Make and Trim to 8.5 x 11"				0.1400/Ea	980.00
1	[Set Up] - RIP From PDF Covert to Signature				25.0000/Ea	25.00
					Subtotal	8,775.00
					Shipping	0.00
					Postage	0.00
					Tax	0.00
					TOTAL	8,775.00
<p><i>Thank you for the opportunity. Quoted price is based on the exact specifications listed. If there are any deviations in the specs for a job, including but not limited to the number of originals, paper stock, bindery options, typesetting, etc., the quoted price cannot be guaranteed. This estimate is valid for 90 days.</i></p>						

Target Copy - P.O. Box 1569 - Tallahassee FL 32302 - (850) 224-3007

GADSDEN COUNTY SCHOOL DISTRICT



"Building a Brighter Future"

Code of Student Conduct and Positive Student Management Discipline Plan

2009-2010

Mr. Reginald C. James
Superintendent of Schools
35 Martin Luther King, Jr. Blvd.
Quincy, Florida 32351
(850) 627-9651
Fax: (850) 627-2760

School Board Members

Eric Hinson
District No. 1
Havana, FL 32333

Judge B. Helms, Jr.
District No. 2
Quincy, FL 32351

Isaac Simmons, Jr.
District No. 3
Chattahoochee, FL 32324
Greensboro, FL 32330

Charlie Frost
District No. 4
Gretna, FL 32332
Quincy, FL 32352

Roger P. Milton
District No. 5
Quincy, FL 32351

CODE OF STUDENT CONDUCT
and
POSITIVE STUDENT MANAGEMENT DISCIPLINE PLAN
2009-2010

Superintendent's Message

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No person shall, on the basis of race, color, religion, sex, national origin, handicap, age, or marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any education program or activity.

This practice shall apply equally to students, employees and all persons having business with the School Board.

The School Board of Gadsden County

"Building A Brighter Future"



Reginald C. James
SUPERINTENDENT OF SCHOOLS

35 Martin Luther King Jr. Blvd
Quincy, Florida 32351
TEL: (850) 627-9651
FAX: (850) 627-2760

SUPERINTENDENT'S MESSAGE

In order for the Gadsden County School District to perform effectively we must operate within a system of rules. These rules are written in the **Code of Student Conduct** to ensure a safe learning environment for the students who attend our schools. We know that there are many factors which contribute to discipline problems in a school; consequently, schools have the responsibility to encourage, promote, and maintain effective disciplinary practices.

The contents of this document apply to all students in grades **PreK-12**, unless otherwise stated. The information contained in the **Code of Student Conduct** is written specifically to ensure that each student associated with school activities has positive experiences in a safe learning environment.

This document will explain the rules of the Gadsden County School District, student rights and student responsibilities, disciplinary actions, and the disposition of school records. While this document does not contain the exact Florida Statutes referenced herein, a copy of those statutes can be obtained from the district office at 35 Martin Luther King, Jr. Boulevard in Quincy upon request or viewed on the State of Florida website at <http://www.flsenate.gov/statutes>.

The administrators and school personnel will continue to promote and maintain the kind of discipline that will foster a *healthy dose* of intervention, prevention, and the encouragement to discontinue those behaviors that are not acceptable to a safe learning environment. As we continue to find ways to make all of our schools safer, we realize that consequences for inappropriate behavior must be fair, consistent, yet firm as conflicts are resolved and as undesirable behavior is modified.

Please read and thoroughly discuss this document with your child. Help us maintain the safe school status which we all desire throughout our district. As we work together to build a brighter future we want to ensure that each student will have positive experiences in a safe learning environment.

Respectfully yours,

Reginald C. James

Reginald C. James
Superintendent of Schools

RCJ:SB:jwb

ERIC HINSON
DISTRICT NO. 1
HAVANA, FL 32333

JUDGE B. HELMS, JR.
DISTRICT NO. 2
QUINCY, FL 32351

ISAAC SIMMONS, JR.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE FROST
DISTRICT NO. 4
GRETNA, FL 32332

ROGER P. MILTON
DISTRICT NO. 5
QUINCY, FL 32351

QUINCY, FL 32352

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

VISION

The Gadsden County Public School District is committed to working together to *“Build A Brighter Future”* for our boys and girls.

We, the partners for excellence, recognize the need for multicultural awareness and education and envision that schools, communities, and parents/guardians will cooperatively embrace one another to offer an educational program that will meet the needs of students, parents/guardians, and the community. We further believe that ALL children can learn, and we envision that schools, using new and emerging technologies in conjunction with traditional approaches, will provide academic, intellectual, emotional, psychological, physical, and social experiences that will develop the whole student. Our product will be students who possess foundational, marketable, and/or functional skills that will enable them to broaden their horizons in any post-secondary endeavor upon which they might choose to embark.

MISSION STATEMENT

The mission of the district is *“To Build a Brighter Future as We Prepare Students for Success in Life”*.

JURISDICTION OF THE SCHOOL BOARD

The Code of Student Conduct and the Positive Student Management Discipline Plan were adopted by the Gadsden County School Board and are compatible with the Florida State legislative codes. Subject to law and rules and regulations of the State Board of Education of the State of Florida, each student enrolled in a school shall, during the time he/she is being transported to or from school at public expense, during the time he/she is attending school, including the time during which he/she is proceeding from one school center to another during the school day, and during the time he/she is on the premises of any publicly supported school in this district, be under the control and direction of the principal or teacher in charge of the school, and under the immediate control and direction of the teacher or other member of the instructional staff or the bus driver to whom such responsibility may be assigned by the principal; and each such student shall, during the time he/she is otherwise en route to or from school at public expense, or is presumed by law to be attending school, be under the control and direction of the principal or teacher in charge of the school where he/she is enrolled.

CODE OF STUDENT CONDUCT

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STUDENTS' RIGHTS AND RESPONSIBILITIES

It is the intent of the Students' Rights and Responsibilities, as expressed in the Code of Student Conduct, that students understand that their rights must be accompanied by corresponding responsibilities.

Florida's School Improvement and Accountability System states that all school communities will provide an environment that is alcohol and drug-free and protects students' health, safety, and civil rights.

I. ATTENDANCE

All questions relating to the attendance policy are to be directed to the school's attendance office first, and then if needed, the school principal.

Florida law requires each parent/guardian of a child from age six (6) to sixteen (16) years to be responsible for the child's school attendance. Regular attendance is the actual attendance of a pupil during the school day as defined by law and regulations of the state board.

The school attendance law was amended by the 1997 Florida Legislature to require that any sixteen or seventeen year old student withdrawing from school must file a formal declaration of intent to terminate school enrollment with the district school board.

A student is considered "truant" when he/she is not in attendance without approval of the principal and/or consent of the parent/guardian. School-based interventions will occur for all truant students.

A student is considered a "habitual truant" when he/she has 15 unexcused absences within 90 calendar days.

Rights:

Students will be given an explanation of excused absences, unexcused absences, and tardies. Students can make up work for credit if the absence is excused.

A student who attains the age of 16 years during the school year is not subject to compulsory attendance beyond the date upon which he or she attains that age if the student files a Student Declaration of Intent to Terminate School Enrollment form. This form is available from the school administration or guidance office.

Responsibilities:

Students are required to attend school every school day. If absent, a written note from the parent/guardian stating why the student was absent must be brought to school on the day the student returns. The principal shall consider each absence as being either "excusable," "permissible," or "unexcused."

It is the responsibility of the student's parent/guardian to notify the school when his/her child will not be in attendance. The school is to be notified of an absence the morning the student is absent or within twenty-four hours.

Excusable Absence:

An excusable absence is one caused by illness of the student or by serious illness or death in the family, legal reasons and other special conditions or extenuating circumstances. The student shall be given an opportunity to make up all missed work.

Excused Absence for Religious Holidays:

A student shall be excused from attendance for observance of a religious holiday or because the tenets of his religion forbid secular activity on that day. Prior notification to the school principal is required.

A student who has been excused for observance of a religious holiday shall be given up to 3 school days to complete any work missed, including examinations and work assignments. No adverse or prejudicial effects shall result from any such religious observance.

Permissible Absence (Excused):

A permissible absence is one which has the sanction of the parents/guardians and the school. This may include activities such as an individual educational trip or other extenuating circumstances. Any such individual educational trip must be planned by the parent/guardian and teacher, and a written report of the trip must be presented to the teacher. The student shall be given an opportunity to make up all missed work.

Unexcused Absence:

An unexcused absence (this does not include suspensions) is one which does not have the approval of the school, or which is due to disciplinary action against the student. Ordinarily, in such case, the work missed may not be made up by the student for credit. Pursuant to Florida Statute 1006.09, no student who is required by law to attend school shall be suspended for unexcused absence or truancy. Therefore, suspension is not an appropriate disciplinary action for students who fall within the mandatory state attendance requirements.

Students who are more than five (5) minutes late for a class will be recorded as being tardy.

Rule:

All students between the ages of six (6) and sixteen (16) must attend school regularly.

Disciplinary Action:

A student may receive counseling, attendance conferences, parent/guardian contact, and may be referred to other appropriate disciplinary programs.

The law allows absences for illness and certain other special circumstances. Under these circumstances, district and school policies regard these absences as excused absences. A student with an excused absence is not subject to any disciplinary or academic penalties for that absence. It is the student's responsibility to obtain and complete all makeup work. An unexcused absence takes place any time a child is out of school for reasons not recognized in the law. In these cases, the child may be subject to academic penalties.

For students in grades 9-12 a minimum of 135 hours in attendance is required to earn a credit in a course. In order to be eligible to receive a credit, a student must meet course requirements and be present at least 67.5 hours each 18 week grading period or demonstrate mastery of the course performance standards for the defined course by passing the semester exam. Credits are awarded at the end of each 18 week grading period.

Each school must implement procedures to increase student attendance. An attendance committee will be established at each school to review the reason(s) for absence(s).

Minimum School-Based Intervention Procedures for Truant Students

Minimum School-Based Intervention Procedures for Truant Students may be as follows (Appropriate Documentation of Interventions Must Be Maintained):

1. After 3 days of unexcused absences, within a 90-day period, a parent/guardian/student contact/conference is conducted by teacher/school designee.
2. After 5 days of unexcused absences, within a 90-day period, a referral is made to the principal to send a certified letter to parents/guardians and possibly to convene a student study team. *NOTE: A student study team is to convene when a student misses 5 unexcused absences within 30 calendar days, or when a student misses 10 days within 90 calendar days.*
3. After 10 days of unexcused absences within a 90-day period, the student is referred to the visiting teacher.
4. After 15 unexcused absences within a 90-day period, the student is considered "habitually truant." Florida statutes 1003.27(b).

The Florida Legislature enacted requirements that school districts report to the Department of Highway Safety and Motor Vehicles (DHSMV) the names, birthdates, sex, and social security numbers of minors who attain the age of 14 and accumulate 15 unexcused absences in a period of 90 calendar days. The legislation further provides that those minors under age 18 who thus fail to satisfy attendance requirements or drop out of (voluntarily withdraw from) school will be ineligible for driving privilege. Additional information about procedures and waivers is available from the school administration or guidance office.

Middle-High School Attendance

A minimum of 135 hours of attendance is required for students to earn a credit in a course. In order to be eligible to receive a credit, a student must meet course requirements and be present at least 67.5 hours each semester or demonstrate mastery of the course performance standards for the defined course by passing the semester exam.

Each school will document attempts to notify parents/guardians of each student's absence either through an automated system or other method. However, failure to successfully notify parents/guardians shall not negate the attendance policy.

Absences

- Students are to sign in/out when missing a class for excusable appointments or emergencies and are to comply with the individual school procedures established with the school attendance office. Failure to sign out may result in an unexcused absence and the consequences thereof.
- Excused absences/tardies may only be used for the following legitimate, documented reasons:
 1. Illness and/or medical care
 2. Death in the family
 3. Legal reasons
 4. Religious Holidays, administratively pre-approved observance
 5. Pre-arranged absences approved by an administrator, school sponsored field trips, or school approved activities
 6. Other special circumstances or insurmountable conditions
- In the event 4 or more unexcused absences occur in a course during a 9-week grading period, an attendance conference may be held to determine which, if any, absences are excusable.
- For each course in which the student has four (4) unexcused absences, that are not for one of the legitimate purposes described above, a grade of "F" will be assigned for that grading period.
- The teacher's grade book and/or the attendance sheet signed by the teacher will be the final authority in determining the number of absences for each student.

Attendance Conference / Appeal Procedures

- In order to appeal an unexcused absence, the following must occur:
 1. The student and parent/guardian must request a hearing by completing and submitting an Attendance Conference Application (form available at school).
 2. Written documentation of absences from a doctor or recognized agency, legal proceedings or other relevant information should be attached to the application when it is submitted, and may be accepted in lieu of an attendance conference provided all absences are included.
 3. An attendance conference may not be necessary if written documentation for each absence is submitted to the attendance office. Other circumstances made known to the attendance office may also make the conference unnecessary. The need for a conference will be made by the principal/designee. The school will notify the parent/guardian(s) if a conference is not necessary.
- The school will make every effort to schedule conferences at a time convenient for parents/guardians, including evening hours when necessary.
- One administrator/designee and two teachers will hear and rule on the appeal.
- The parent/guardian will be notified of the decision in a timely manner.
- Teachers will be notified of the decision in a timely manner.
- The principal may overrule the findings of the attendance committee should special circumstances occur or excuse any student from any consequence arising from recorded absences.

Other Considerations

- Students who are suspended will be considered administratively absent and the absences will not count toward the “four unexcused” policy for the nine weeks grading period.
- Students who are absent for an “educationally valuable experience” other than a field trip may receive an excused absence if the following criteria are met:
 - a. The absence must be pre-approved at least one week in advance.
 - b. There must be stated and written educational objectives for the trip that are related to the performance standards for each course in which the student is enrolled and include at least one objective for each course. This information shall be attached to the Prior Approval Request Form when it is turned in to the attendance office and initialed by the teacher of each course.
 - c. The attendance administrator and/or the attendance committee will review the pre-arranged absence request. The absences may then be pre-excused pending the completion of (d) below.
 - d. Within ten (10) calendar days of the student’s return to school following the trip, the student and parent/guardian will present a student prepared report and other appropriate exhibits to the attendance committee documenting the completion of each written objective. The committee shall determine whether the absences are to be excused.
- College recruitment trips are to be scheduled when school is not in session. Days missed will be considered as part of the three (3) allowed per 9-week grading period. Administrative exception may be granted for a planned program scheduled for a specific day if the student has a pre-planned appointment, with a specific college administrator that is verified in writing by the college.
- Any student with fifteen (15) or more absences due to a physical or mental condition, which confines the student to a home or a hospital, may be referred to the Homebound Program. If placed in the Homebound Program, attendance records become the responsibility of the Homebound Program.

II. RESPECT FOR PERSONS AND PROPERTY

Rights:

Students are recognized as individuals. Their rights include a safe, healthy, and drug-free environment.

Responsibilities:

Students should treat others, school property, and property of others with respect. Respectful behavior includes, but is not limited to, following school, classroom, and bus rules. Unacceptable behavior includes, but is not limited to, fighting, stealing, destroying property, and violating school rules.

Rule:

Students will treat others and their property with dignity and respect.

Disciplinary Action:

A student not respecting the right and property of others may be subject to disciplinary action allowed by School Board policy. Disciplinary action may range from counseling to expulsion.

III. RIGHT TO LEARN

Rights:

Students have a right to be in an environment conducive to learning and will have appropriate educational programs.

Responsibilities:

Students should come to school prepared to take advantage of all educational opportunities offered. Students should inform school personnel if they have a problem at home or at school that keeps them from doing their best.

Rule:

Students will participate in educational opportunities and complete classroom assignments and homework to the best of their abilities.

Disciplinary Action:

Students who fail to comply with the above stated rule may hinder their educational progress and be subject to other disciplinary procedures allowed by the local school-wide discipline plan.

IV. RIGHT OF ASSEMBLY

Rights:

Students may meet in an orderly manner on the school grounds or building(s) if proper authorization has been granted.

Responsibilities:

The meetings must be approved by the principal/designee and must not interfere with other planned activities.

Rule:

With proper school authorization, students may assemble in an orderly manner.

Disciplinary Action:

Unauthorized or disorderly meetings will be terminated immediately by the principal/designee, and violators may be subject to further administrative disciplinary action.

V. RIGHT OF PRIVACY

Rights:

1. Only authorized persons may have access to student records as governed by Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g. Regulations: 34 CFR Part 99.)
2. Students and their storage area, under the jurisdiction of the School Board, may be searched in cases of reasonable suspicion. Strip searching is prohibited. The use of metal detectors or specially trained animals is permissible.

Responsibilities:

1. Students, parents/guardians should give the school any information needed to work with the student.
2. Students should not bring prohibited items to school.

Rule:

Students will respect the privacy of others.

Disciplinary Action:

Prohibited items will be confiscated by school personnel and the students will be subject to disciplinary actions allowed by School Board policy.

VI. PARTICIPATION IN SCHOOL PROGRAMS AND ACTIVITIES

Rights:

All students will be a part of classroom instruction and other school activities for which they are qualified, without regards to their race, sex, religion, national origin, age, marital status, disability, or perceived disability.

Responsibilities:

Students should do their best in school or while participating in school activities. They should also be aware of the rights and responsibilities of others so as to make the school the best place of learning possible.

Rule:

Students who participate in or attend school activities will do so in a manner which promotes the objectives of the school and/or the activity.

Disciplinary Action:

Students who violate the above stated rule may be subject to disciplinary actions allowed by School Board policy.

VII. DRESS AND GROOMING**Rights:**

Students have a right to dress comfortably.

Responsibilities:

Students have a responsibility to wear clothes that are not dangerous to their health or safety and to dress in a manner that is not disrupting to the educational process. Clothes worn should not advertise drugs, gangs, alcohol, tobacco, inappropriate language and/or sexual behavior.

Rule:

Student will dress and groom in such a way as to express personal preferences within the guidelines of the school dress code. Students are prohibited from wearing bandannas, dropped pants, low riding jeans, and shorts revealing the buttocks or underwear, short tops revealing the belly button, and inappropriate short dresses, shorts, or skirts. Middle and high school students are required to have shirts tucked in and pants are to be worn with a belt.

Elementary and Middle School Requirements:

Appropriate dress is the primary responsibility of the student and his/her parent or guardian. In order to promote safety, personal hygiene, academic well-being and moral and character development, students shall be expected to comply with reasonable requirements relating to dress, grooming and personal appearance as follows:

- 1) All students in elementary or middle school shall wear a school uniform while in attendance during the regular school day and on school sponsored field trips.
- 2) Colors shall be that of the official school colors and other colors as recommended by the School Advisory Committee and approved by the principal of the school.
- 3) Shirts/blouses must have a collar. T-shirts may be worn at the discretion of the individual school. Shirts must be tucked into pants.
- 4) Uniform style bottoms will be dark blue, black, tan (khaki). No sweat pants, overalls, or jeans will be allowed.
- 5) The legs of pants shall not extend below the heels of shoes.
- 6) Uniform knee-length shorts/skirts will be acceptable.
- 7) Sneakers and leather shoes are both acceptable, but must be black, dark brown, dark blue or white with matching shoelaces.
- 8) Socks must be black, white, or other color as approved by the principal.
- 9) Boys and girls must wear belts if pants/shorts have belt loops. No sagging of pants will be allowed.
- 10) Outer garments for cold weather are permissible.

A student who transfers from one school to another in the county will be required to wear the “generic school uniform”, and will have 15 days to acquire the new school’s uniform.

The “generic uniform” shall consist of the following:

- A. Khaki or black pants, shorts, or skirt
- B. White collared shirt
- C. Dark or white leather shoes or sneakers with black, dark brown, or white socks

At the beginning of the school year, students will be required to conform to the uniform dress code within but no later than the first ten (10) school days. Likewise, students transferring into the district will have the first fifteen (15) days of school enrollment in order to conform to the uniform dress code.

Elementary/Middle School Disciplinary Action:

Any student enrolled in an elementary or middle school who reports to school improperly attired shall be disciplined as follows:

- A. First and second offense consequences are:
 - a. Notification of parent or guardian and require student to change into appropriate attire
- B. Third offense consequences are:
 - a. Notification of parent or guardian and require student to change in to appropriate attire and
 - b. One day of in-school suspension (if available) or three (3) days of after school detention.
- C. The fourth and subsequent offenses are considered to be willful disobedience that will result in further disciplinary action that may include additional days of in-school suspension, after school detention, or work detail.
- D. Any absence resulting from a violation of the uniform dress code will be excused.

High School Disciplinary Action:

Any student enrolled in a high school who violates the dress code may receive counseling and/or parent/guardian(s) will be contacted. (Refer to the rule on page 10.)

VIII. DISCRIMINATION/SEXUAL HARASSMENT

Rights:

Students have the right to attend school and learn in an environment free from discrimination and sexual harassment.

Responsibilities:

Students should report occurrences of discrimination or sexual harassment to the principal through the proper grievance procedures.

Rules:

No student shall on the basis of race, sex, religion, national origin, age, marital status, disability, or perceived disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination/sexual harassment under any educational program or activity.

Disciplinary Actions:

Students who violate the above-stated rule may be subject to disciplinary actions allowed by School Board policy.

IX. COUNSELING**Rights:**

Students have the right:

1. To be informed as to the nature of the guidance services available in their school.
2. To have access to individual and group counseling.
3. To request a change of counselor as applicable.
4. Students have the right of confidentiality except in the following circumstances:
 - a. Reports of abuse or neglect,
 - b. Indication of harm to self/others.

Responsibilities:

Students have the responsibilities:

1. To use guidance services for their own educational and personal improvement.
2. To schedule appointments in advance unless the problem or concern is one of an emergency.
3. To work cooperatively with all school personnel.

Rule:

Students should participate appropriately in the counseling process.

Disciplinary Action:

Students who fail to participate appropriately in the counseling process may temporarily have their opportunities for counseling suspended, or other disciplinary measures may be taken.

X. FREE SPEECH AND PUBLICATION**Rights:**

1. Students will be given the opportunity to participate freely in class discussions.
2. Students may, with the approval of the principal/designee, write and distribute non-commercial printed materials. This shall include freedom of the press for all student publications.
3. Students may decide whether or not to participate in symbolic (e.g. flag salute) or religious activities.
4. After receiving permission from the principal, students may display posters, notices, magazines, or articles.
5. Students participation in classroom instruction or other school activities may not be denied based on race, sex, religion, national origin, age, marital status, exceptionality, or perceived disability.

Responsibilities:

1. Students must use appropriate language when expressing their thoughts, concerns, and opinions.
2. Students must respect the principal's decision concerning the request to display printed material.
3. Students should respect others' rights, responsibilities, and opinions.

Rule:

The principal/designee will ensure that all printed materials distributed in the school reflect appropriate journalistic ethics and are not obscene or offensive by school and community standards.

Disciplinary Action:

The principal may discipline any student for infraction of the above stated rule.

XI. STUDENT GOVERNMENT**Rights:**

Students have the following rights:

1. To form and operate a student government at their respective schools under the direction of a faculty advisor.
2. To have access to policies of the School Board and the individual school.
3. To seek office in student government, or any school organization, regardless of race, sex, religion, national origin, age, marital status, disability, or perceived disability.
4. To attend, as student government officers and representatives, official student government meetings upon approval of such meetings by the school principal.

Responsibilities:

Students have the following responsibilities:

1. To elect student government officers and representatives who are responsive to the needs of the school and who will work constructively toward the resolution of such needs.
2. To become knowledgeable of School Board and individual school policies governing the actions of students.
3. To conduct election campaigns in a positive, mature manner, with all due respect provided their opponents.
4. To attend regularly scheduled meetings, if an elected student representative, and exhibit appropriate conduct at all times.

Rule:

Students will use the democratic process to conduct student government operations.

Disciplinary Action:

The principal/designee may apply disciplinary procedures as appropriate.

XII. STUDENT RECORDS

Rights:

Students/Parents/guardians have the following rights:

1. Information contained in records that relates directly to the student may be inspected, reviewed, and challenged.
2. Personal identifiable information will be protected by legal provisions which prohibit its release to any person who is not legally authorized by the consent of the parent, guardian, or eligible student. (An eligible student is one who is 18 years of age or over and/or one who attends a post-secondary institution.)
3. Parents/guardians will receive annual notification, written in their native language, stating that they may review their child's record.

Notification of Rights for Elementary and Secondary Schools

FERPA affords parents/guardians and students over 18 years of age (“eligible students”) certain rights with respect to the student’s educational records. These rights are:

1. The right to inspect and review the student’s education records within 45 days of the day the School receives a request for access. Parents/guardians or eligible students should submit to the School principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The School official will make arrangements for access and notify the parent/guardian or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student’s education records that the parent/guardian or eligible student believes are inaccurate or misleading. Parents/guardians or eligible students may ask the School to amend a record that they believe is inaccurate or misleading. They should write the School principal (or appropriate official), clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the School decides not to amend the record as requested by the parent/guardian or eligible student, the School will notify the parent/guardian or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent/guardian or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent/guardian or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing

his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. (Optional) Upon request, the School discloses educational records without consent to officials of another school district in which a student seeks or intends to enroll.

Parents/guardians have the following rights:

- a. They may review their child's school records.
 - b. They may give permission for others to review the records.
 - c. They may challenge information in the records.
 - d. Upon request they will receive a copy of this rule from the Superintendent's office.
4. Eligible students or parents/guardians of the student may review individual records. Copies of records may be obtained through written request to the principal or School Board contact person. All requests will be granted within 5 working days.
 5. An eligible student or parent/guardian may give permission for others to review letters or statements in the student's records. Permission must be in writing and signed by the eligible student or parent/guardian. Access by others to a student's record will be closed upon written request by the eligible student or parent/guardian.
 6. The fee for copying the school records shall be as provided by School Board Policy.
 7. Student records are located at the school/district office.
 8. Records that give personal information may not be released without an appropriate request, except to the following:
 - a. District and school administrators and supervisors
 - b. District and school personnel, their interns, and substitutes
 - c. Administrative secretaries (as required for record keeping duties)
 - d. Gadsden County Health Department (health records only)
 - e. Florida Diagnostic and Learning Resource System personnel
 - f. Officials from a school to which a student has moved
 - g. State and federal officers, if records are needed to meet legal requirements, including judicial and law enforcement agencies as specified within signed interagency agreements.
 - h. Persons requiring information for the purpose of donating money for tuition and other related expenses
 - I. State and local people who collect data for factual reporting
 - j. Colleges/Universities needing information for the benefit of students
 - k. People who set standards for schools
 - l. Parents/guardians for tax reasons
 - m. To comply with a court order
 - n. Any person requiring information for health or safety emergencies
 - o. Persons needing information for student expulsion hearings
 - p. Educational researchers who will not publish personal identification, and who destroy the information at the end of the study
 9. Parents/guardians eligible students have the right to file complaints with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of the Family Educational Rights and Privacy Act (FERPA). Inquiries may be addressed to: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20202-4605

Responsibilities:

Students/Parents/guardians have the following responsibilities:

1. To inform the school of any information that may be useful in making appropriate educational decisions.
2. To authorize release of pertinent information to those individuals or agencies who are working actively and constructively for the benefit of the student.

Rule:

Students and parents/guardians must comply with board policies related to student records.

Disciplinary Action:

Failure of students/parents/guardians to provide accurate information may result in inaccurate maintenance of student records and a delay in delivery of services in a timely manner. For additional information regarding student records, and procedures, see Appendix.

XIII. GRADES

Rights:

Students have the following rights:

1. To receive a teacher's grading criteria at the beginning of each year or semester course.
2. To receive reasonable notification of failure or potential failure at any time during the grading period when it is apparent unsatisfactory work is being performed.
3. To receive periodic academic reports which may include, but not be limited to, academic and/or conduct grades. A conduct grade may not affect an academic grade.

Responsibilities:

Students have the following responsibilities:

1. To become informed of the grading criteria and behavior standards.
2. To maintain standards of academic performance commensurate with ability.

Rules:

Students enrolled in the Gadsden County School District will comply with the provisions of the Student Progression Plan.

GENERAL DISCIPLINARY PROCEDURES

Students are under the authority of the principal/designee, teacher, or bus driver any time they are going to or from school, at school, or at any school activity. Law enforcement or other appropriate agencies may be notified by the principal/designee as deemed necessary.

I. PRESENCE OF PUPILS, WHEN AND WHERE AUTHORIZED

Students have permission to be on the school grounds during the regular school day and during special activities. The principal will use appropriate disciplinary procedures with any student who is found on campus without permission.

II. AUTHORITY OF THE TEACHER

- A. The principal gives to the teacher authority to control students while on school campus or at any school event.
- B. Florida Statutes 1003.32 authorizes the teacher to remove from class, students with abusive, disruptive, or unruly behavior. According to the statute, a teacher may remove from class a student whose behavior the teacher determines interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. Each district school board, each district school superintendent, and each school principal shall support the authority of teachers to remove disobedient, violent, abusive, uncontrollable, or disruptive students from the classroom.

III. AUTHORITY OF THE SCHOOL BUS DRIVER

- A. The principal/designee gives to the bus driver authority to control students to and from school or on school trips. Any student who misbehaves may be reported to the principal.
- B. The bus driver will not suspend a student from riding the bus, spank a student, or put a student off the bus at any place other than his regular stop. However, if a bus driver has a note from the student's parent/guardian which has been approved by the school, the bus driver may let the student off at another stop. If there is an emergency on the bus because of student behavior, the bus driver must take care of the emergency and protect the students on the bus. The bus driver will immediately report the incident to the proper authority.

IV. MISCONDUCT ON SCHOOL BUSES

If a student misbehaves on the school bus, the bus driver may report the misbehavior to the principal. The principal may suspend the student from riding the bus for no more than ten (10) school days per offense. Please note: If ESE students do not get a ride to school during the bus suspension, the suspension will count towards the maximum allowable ten (10) day school suspension for the year. If the suspension is for more than five (5) days, a hearing is required. The School Board may change the suspension to an expulsion from the school bus. The student may also be subject to other disciplinary actions which may include suspension or expulsion from school.

V. OFFENSES

- A. Students shall not be subject to discipline which is verbally abusive, severe, or humiliating. Discipline shall not consist of the denial of breakfast, lunch, or toileting.
- B. The principal may discipline any student for, including but not limited to, the following misbehaviors:
 - 1. disobeying or threatening any school personnel
 - 2. profanity; offensive gestures
 - 3. destroying property
 - 4. disturbing school functions (FS 1006.145)
 - 5. leaving school without proper permission
 - 6. excessive tardies and/or unexcused absences from school
 - 7. breaking school rules
 - 8. serious misconduct
 - 9. sexual harassment
 - 10. multiple offenses
 - 11. fighting (to include instigating a fight)
 - 12. possession of wireless communication devices (such as pagers, cellular phones, iPods, MP3 players)
 - 13. possession of weapons and/or any firearm, to include imitation firearm
 - 14. possession or use of alcohol, tobacco, or other drugs
- C. Serious misconduct or multiple offenses may result in expulsion of the student by the School Board.
- D. When a non-English-proficient student and/or parent/guardian(s) are involved in any disciplinary procedure, an interpreter will participate in the process.
- E. When a student is guilty of any act or threat of violence to any school personnel on campus or at a school activity, the principal may discipline the student by suspension and/or request that the School Board expel the student.
- F. School personnel should use the disciplinary method commensurate with the offense. The discipline will be fair and will be given to each student on an individual basis. Before the student gets disciplined, the student has the right to tell his/her side of the story and he/she should be told why he/she is receiving the punishment.
- G. If a student is to be suspended, he/she will be told why before being suspended and will also get an explanation of the evidence and a chance to tell his/her side. Every effort will be made to notify the parent/guardian(s) as soon as possible. A principal may suspend for five days. If the suspension is for more than five days, or if the student is recommended for expulsion, a hearing will be held. If the student is a danger to other students or constantly keeps others from learning, he/she may be immediately removed from class and/or school. Only the School Board can expel a student. (See VIII A-B.) When a student is suspended, privileges to participate in extra-curricular activities will be revoked.
- H. All disciplinary referrals will be maintained in the district's student database.

VI. DEFERRED PUNISHMENT FOR OFFENSES

Disciplinary action for offenses occurring near the end of the school year may be carried over to the next school term.

VII. ZERO TOLERANCE POLICY

Florida Statute: 1006.13 - Zero Tolerance Policy

(1) The Gadsden County School Board has a zero tolerance policy for:

- (a) Crime and substance abuse, including the reporting of delinquent acts and crimes occurring whenever and wherever students are under the jurisdiction of the district school board.
- (b) Victimization of students, including taking all steps necessary to protect the victim of any violent crime from any further victimization.

(2) The zero tolerance policy requires students found to have committed one of the following offenses to be expelled, with or without continuing educational services, from the student's regular school for a period of not less than 1 full year, and to be referred to the criminal justice or juvenile justice system. . (See definition of expulsion.)

- (a) Bringing a firearm, imitation firearm, or weapon (as defined in F.S. Chapter 790) to school, to any school function, or possessing a firearm, imitation firearm, at school. (to include the possession, use, or sell of a firearm, imitation firearm, or explosive on campus, at a school activity, or on school sponsored transportation, including designated bus stops, or
- (b) Making a threat or false report (as defined by subsection 790.162 and 790.163) respectively, involving school or school personnel's property, school transportation, or a school-sponsored activity. bring, possess, use, or sell a firearm, imitation firearm, or explosive on campus

The Gadsden County School Board may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion. District school superintendents may consider the 1-year expulsion requirement on a case-by-case basis and request the district school board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system. If a student committing any of the offenses in this subsection is a student with a disability, the district school board shall comply with applicable State Board of Education rules.

Offenses Prohibited

2. The Gadsden County School Board's zero tolerance for students that have been found to have committed any of the offenses listed below on school property, school sponsored transportation, including designated bus stops, or during a school sponsored activity. These students will be referred to the School Board for expulsion.

- a. homicide (murder, manslaughter)
- b. sexual battery
- c. armed robbery
- d. aggravated battery
- e. assault, battery or aggravated battery on a teacher or other school personnel
- f. kidnapping or abduction
- g. arson
- h. possession, use, or sale of any firearm, to include an imitation firearm
- i. display, use, threaten, or attempt to use any imitation firearm
- j. possession, use, or sale of any explosive device
- k. possession, use, or sale of drugs or alcohol

- l. threat or false report involving a school or school personnel's property, school transportation, or a school sponsored activity.
- m. bomb threat
- n. possession, use of hazardous chemical or substances material

(The above terms are defined in the glossary.)

- 3. Any student charged with an assault or battery on any employee of the School Board shall be removed from the classroom immediately and placed in an alternative school setting pending disposition. After an investigation, if the student is found guilty of this offense and in violation of F.S. 784.081, he/she shall be expelled or placed in an alternative school setting (F.S. 1006.13(4)).
- 4. **All incidents involving firearms, imitation firearms, explosives, unlawful possession, use or sale of controlled substances, including alcohol, and offenses listed in 1 above will be referred immediately to law enforcement.**
- 5. In the case of a physical altercation (fight) between two or more students on campus, school bus, or at any school sponsored activity, and where it is determined by the principal/designee that one or more of the students was/were the aggressor(s), and the remainder was/were the defender(s), the aggressive behavior of the student(s) shall be considered a zero-tolerance offense for which the student(s) will be subject to expulsion procedures as outlined in the Code of Student Conduct and the Fight Intervention Program.
- 6. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

VIII. WEAPONS PROHIBITED

- A. Students must not bring or possess weapons on campus, at any school activity, or on school-sponsored transportation, including designated bus stops. A weapon may be, but is not limited to, any firearm, imitation firearm, any explosive or destructive device, any knife, razor blade or box cutter, or any item used with intent to cause bodily harm to another individual.
- B. The principal or designee will immediately contain/remove the student from the class or school campus and investigate the alleged offense. After the investigation has been completed, the principal may complete procedures for suspension for up to five days.
- C. The use and/or possession of a weapon other than a firearm, imitation firearm, or explosive device will result in suspension, expulsion, or other disciplinary action.
- D. All incidents involving weapons will be referred to law enforcement. Willful and knowing possession of these weapons (listed in A above) may be a misdemeanor or third degree felony.
- E. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

IX. CERTAIN DRUGS PROHIBITED

- A. The use, distribution, sale and/or unlawful possession of mood modifiers, controlled substances or alcohol on campus, at school activities, or on school-sponsored transportation, including designated bus stops, is strictly prohibited. If, after an investigation, a student has been determined to be in violation of this section, he or she will be referred to the School Board for expulsion.
- B. **All incidents involving unlawful possession, use or sale of controlled substances, including alcohol, will be reported to law enforcement.**
- C. With written parent/guardian permission, using Form GCSB 893, a prescribed or nonprescribed medication may be given to a student by authorized school personnel. (See School Board rule 5.62.)
- D. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

X. PROCEDURES FOR STUDENT TRANSFER-FELONY CHARGES

- A. Section 1006.09, Florida Statutes provides for the transfer to an alternative program of a student enrolled at school who:
 - 1. has been formally charged with a felony, or with a delinquent act which would be a felony if committed by an adult, by a prosecuting attorney; and
 - 2. the incident for which he/she has been charged occurred on other than school property, and
 - 3. under circumstances in which the student would not already be subject to the rules and regulations of the Gadsden County Schools; and
 - 4. the incident would have an adverse impact on the educational program, discipline or welfare of the school in which the student is enrolled.
- B. If the principal proposes a felony transfer, he/she will, in accordance with Section 1006.09(2), Florida Statutes, conduct an administrative hearing for the purpose of determining whether or not the student should be assigned to an alternative program pending determination of his/her guilt or innocence, or the dismissal of the charge, by a court of competent jurisdiction. The following procedures shall be followed if the principal proposes a felony transfer.
 - 1. Upon receiving proper notice that a student has been formally charged with a felony or with a delinquent act which would be a felony if committed by an adult, the principal shall notify the parent/guardian of the student, in writing of the specific charges against the student and of the right to a hearing.
 - 2. Such notice shall set a date for the hearing which shall not be less than two (2) schools days nor more than five (5) school days from date of postmark or delivery. It shall also advise the parent/guardian of the conditions under which a waiver of discipline may be granted.* A hearing can be held without the attendance of the parent/guardian after proper notification.

***Waiver of Discipline:**

any pupil who is subject to discipline or expulsion for unlawful possession or use of any substance controlled under chapter F.S. 893, may request a waiver of the discipline code:

- a. If the pupil divulges information leading to the arrest and conviction of the person who supplied such controlled substance to him/her, or if the pupil voluntarily discloses his/her unlawful possession of such controlled substance prior to his/her arrest. Any information divulged which leads to such arrest and conviction is not admissible in evidence in a subsequent criminal trial against the pupil divulging such information, or
 - b. If the pupil commits himself/herself, or is referred by the court in lieu of sentence, to a state licensed drug abuse program and successfully completes the program. Florida Statutes 1006.09.
3. The hearing shall be conducted by the principal, or designee, and may be attended by the student, the parent/guardian, the student's representative or counsel, and any witnesses requested by the student or the principal.
 4. The student may speak in his/her own defense, may present any evidence indicating his/her eligibility for waiver of disciplinary action, and may be questioned on his/her testimony. However, the student shall not be threatened with punishment or later punished for refusal to testify.
 5. In conducting the hearing, the principal/designee shall not be bound by rules of evidence or any other courtroom procedure and no transcript of testimony shall be required.
 6. Following the hearing, the principal shall provide the student and parent/guardian with a decision, in writing, as to whether or not student transfer for felony charges will be made, and if so, the effective date of such transfer. In arriving at this decision, the principal shall consider the conditions under which a waiver of discipline may be granted, and may grant such a waiver when she/he determines such action to be in the best interests of the school and the student.
 7. If the court determines that the pupil did commit the felony or delinquent act which would have been a felony if committed by an adult, the principal may recommend that the student be expelled. This expulsion, however, shall not affect the delivery of educational services to the pupil in any residential, nonresidential, alternative, daytime, or evening program outside of the regular school setting. (F.S. 1006.09)
 8. If a student is convicted or is found to have committed, a felony or a delinquent act, which would be a felony if committed by an adult, regardless of whether adjudication is withheld, participation in interscholastic, athletic, and extra-curricular activities will be withheld.

XI. SUSPENSION/EXPULSION

Suspension, also referred to as out-of-school suspension, is the temporary removal of a student from all classes of instruction on public school grounds and all other school sponsored activities, except as authorized by the principal or principal's designee for a period not to exceed ten (10) school days. During the suspension, the student is remanded to the custody of the parent/guardian with specific homework assignments for the student to complete.

Expulsion is the removal of the right and obligation of a student to attend a public school under conditions set by the School Board, and for a period of time not to exceed the remainder of the term or school year and one (1) additional year of attendance. Expulsions may be imposed with or without continuing educational services and shall be reported accordingly.

- A. The principal must follow all procedures for suspensions/expulsions. Only the School Board can expel students.
- B. If a student is suspended or expelled from school, the student will not be allowed to attend any other school or school activity in the district until the time of suspension or expulsion has ended, or the School Board or the Superintendent has assigned an alternative setting. Failure to adhere to this rule could result in the extension of the suspension/expulsion and/or arrest.
- C. Computerized records must be kept on all disciplinary actions that involve suspension/expulsion, and alternative placement.
- D. The following are procedures for suspension:
 - 1. Before suspending a student, the principal/designee will investigate the alleged offense, giving the student a chance to tell his/her side of the story and obtain written statements from witnesses, if appropriate.
 - 2. When a student is suspended from school, an immediate attempt will be made to contact the parent/guardian(s). The student, the parents/guardians, and the Superintendent will be sent written notice (suspension form) within twenty-four hours.
 - 3. The suspension by the principal may not be for more than ten days. No student will be suspended for more than five days without a school hearing which will adhere to the following procedures:
 - a. A suspension form will be completed giving the date for the hearing (usually on the third or fourth day of the suspension), and it will also include the time, place, and the purpose for the hearing.
 - b. The hearing will be video and/or audio taped.
 - c. The student may bring witnesses to speak for him/her, ask other witnesses questions, and tell his/her side of the story.
 - d. This hearing should include the student and his/her parent/guardian(s) and may also include teachers, administrators, guidance counselors, school psychologists, and/or others as appropriate.
 - e. Decisions will be based on the information presented.
 - f. At the end of the hearing, the principal will tell the student and the parent/guardian(s) verbally and later in writing what he/she has decided to do about the misbehavior. The Principal may extend the suspension up to 10 days.

- E. The following are procedures for an expellable offense:
1. When a student commits an expellable offense (see Zero Tolerance Policy), the Principal/Designee investigates. If after the investigation it is deemed necessary to continue the expulsion process, the Principal/Designee notifies:
 - a. parent/guardian of suspension and sets a hearing date (hand delivered)
 - b. the District Office
 - c. ESE, ESOL and School Psychologist (if appropriate)
 2. At the school hearing the following will be present:
 - a. student
 - b. parent/guardian
 - c. school personnel
 - d. district personnel
 - e. witnesses
 - f. other appropriate personnel
 3. The following guidelines will be adhered to at the school hearing:
 - a. The Principal/Designee will chair the hearing.
 - b. All information discussed will be recorded.
 - c. Everyone involved in the incident may give his/her side of the story.
 - d. All pertinent information will be discussed including the student's discipline, attendance, and academic records and other significant information such as police and witness reports.
 - e. The recommendations of the Principal/Designee may also include, but not be limited to, alternative programs, counseling, community service, drug and rehabilitative treatment centers, extended suspension, and expulsion.
 - f. If expulsion is recommended to the Superintendent, the suspension is extended for a total of 10 days. The parent/guardian is notified of the date of the School Board Meeting.
 - g. The parent/guardian has the right to request a School Board Hearing prior to the School Board Meeting.
 4. If the Superintendent concurs with the Principal's decision, he will make a recommendation to the School Board. If the Superintendent does not agree with the expulsion recommendation, the student will be allowed to return to school.
 5. All recommendations for expulsion are placed on the School Board agenda for final action. The Superintendent will give to the Board, prior to the School Board meeting, background information on the student. The Board will act upon the recommendation of the Superintendent. The principal making the recommendation for expulsion must be present when the case goes before the School Board .

XII. CORPORAL PUNISHMENT

Corporal punishment is prohibited.

XIII. COLLECTION OF EVIDENCE / SEARCH AND SEIZURE

The right of students as citizens to be free from unreasonable search shall be preserved in the schools. However, the principal or designee has the right to collect evidence as necessary to provide for the safe and orderly operation of the school and all of its functions. These may include, but not be limited to, the following measures:

- A. General Search. In all cases of search the responsible school officials shall maintain an accurate written summary of the events surrounding the search incident.
- B. Lockers. Lockers remain the property of the school and are provided to students without charge. The rights of personal property, however, as well as the rights of the school, must be afforded consideration. The school principal or his designee is authorized to open lockers in the presence of another witness and to examine their contents to include personal belongings of students when such person has reasonable suspicion to believe that the contents threaten the safety, health, or welfare of any student or include property stolen from the school personnel or other students. This policy does not preclude administrators from being able to randomly search lockers. Appropriate notices will be posted to this effect.
- C. Personal Search. With reasonable suspicion, the administrator/designee may conduct a personal search of a student. Personal search may include: emptying of pockets, removal of shoes and socks, and removal of jacket. **FRISKING AND STRIP SEARCHES ARE PROHIBITED.**
- D. Use of Metal Detectors. As part of an overall plan to protect the health, welfare, safety, and lives of students, faculty, staff, and visitors to the public schools, and to enforce provisions of the Code of Student Conduct, metal detectors may be used to scan and screen for firearms, imitation firearms, and other weapons which have no place in public schools due to the fact that they are life threatening, cause bodily harm, and have adverse and disruptive effects on the educational process.
- E. Search of Vehicles. Any motor vehicle parked on school property may be searched by the site administrator or designee with reasonable suspicion. Appropriate notices will be posted to this effect.
- F. Use of Video Cameras. For the health, welfare, and safety of students, faculty, and staff, video cameras may be used on school buses and in school facilities as appropriate.
- G. Drug-Sniffing Dog. In searching for illegal objects or substances in students' lockers or other school areas, a trained drug-sniffing dog may be used. The search procedure shall consist of the following:
 - 1. Contact the Superintendent or his designee for approval.
 - 2. The search will be conducted to avoid contact between students and the dog.
 - 3. Contact the local law enforcement office and obtain a certified officer and a certified drug-sniffing dog, if drugs are suspected.

PROCEDURES FOR THE DISCIPLINE OF PREKINDERGARTEN STUDENTS

The use of corporal punishment, humiliation, total or extended isolation, and/or withholding of food is prohibited as a form of discipline for prekindergarten students. (ACYF/HS 4.02;45 CFR 1304). When necessary, additional assistance will be acquired to provide for the needs of individual children.

Definitions specific to this policy:

Corporal Punishment - Paddling, slapping, pulling of hair, pinching, or any other means of causing bodily harm.

Denial of Participation in Extracurricular Activities - Denying a child the opportunity to participate in out-of-class activities such as field trips or parties. When necessary, additional assistance will be acquired to provide for the needs of individual children.

Extended Isolation in the Classroom - Denying a child the opportunity to participate in classroom activities for an unreasonable period of time. (e.g. long periods in time out).

Humiliation - Using derogatory remarks when referring to a child, name calling, or any other action that could lower the pride, dignity, or self-respect of a student.

Withholding of Food - Denying a child food that is provided to his/her peers such as dessert, snack, party foods, etc.

Total Isolation - Placing a child out of view of a responsible adult.

Suspension- The temporary removal of a child from his regular school program or the school bus.

Expulsion - The removal of the right and obligation of a child to attend a public school under conditions set by the School Board for a period of time not to exceed the remainder of the school year and one (1) additional year of attendance.

Suspension and/or expulsion are **NOT RECOMMENDED** in disciplining prekindergarten children. These procedures should only be used for the safety, health, or welfare of any student, teacher, or staff member.

If a child's problem behavior is extensive or has escalated over a period of time, this may be an indicator of a physical or emotional problem and a referral to the prekindergarten office and the student study team may be needed.

**PROCEDURES FOR THE DISCIPLINE OF
STUDENTS WITH DISABILITIES**

(as defined under Section 504 Rehab Act 1973, ADA & IDEA)

6A-6.03312. Discipline Procedures for Students with Disabilities

For students with disabilities whose behavior impedes their learning or the learning of others, strategies, including positive behavioral interventions and supports to address that behavior must be considered in the development of their **individual educational plans (IEPs)**. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the requirements and procedures in this rule, is appropriate for a student with a disability who violates a code of student conduct.

(1) Definitions applicable to discipline of students with disabilities. For purposes of this rule, the following definitions apply:

(a) Change of placement because of disciplinary removals. For the purpose of removing a student with a disability from the student's current educational placement as specified in the student's IEP under this rule, a change of placement occurs when:

1. The removal is for more than ten (10) consecutive school days, or
2. The student has been subjected to a series of removals that constitutes a pattern that is a change of placement because the removals cumulate to more than ten (10) school days in a school year, because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals, and because of additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another. A school district determines on a case-by-case basis whether a pattern of removals constitutes a change of placement, and this determination is subject to review through due process and judicial proceedings.

(b) Controlled substance. A controlled substance is a drug or other substance identified under schedules I, II, III, IV, or V of the Controlled Substances Act, 21 U.S.C. 812(c) and Section 893.02(4), Florida Statutes.

(c) Illegal drug. An illegal drug means a controlled substance but does not include a substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act, 21 U.S.C. 812(c) or under any other provision of federal law.

(d) Serious bodily injury. Serious bodily injury means bodily injury which involves a substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ, or mental faculty

(e) Weapon. Weapon means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade that is less than two and one half (2½) inches in length.

(f) Manifestation determination. A manifestation determination is a process by which the relationship between the student's disability and a specific behavior that may result in disciplinary action is examined.

(g) Interim alternative educational setting. An **interim alternative educational setting (IAES)** is a different location where educational services are provided for a specific time period due to disciplinary reasons and that meets the requirements of this rule.

(2) Authority of school personnel. Consistent with the school district's Code of Student Conduct and to the extent that removal would be applied to students without disabilities, school personnel may:

(a) Remove a student with a disability who violates a code of student conduct from the student's current placement for not more than ten (10) consecutive school days.

(b) Further remove a student with a disability for not more than ten (10) consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change in placement as defined in this rule.

(3) Manifestation determination. A manifestation determination, consistent with the following requirements, must be made within ten (10) days of any decision to change the placement of a student with a disability because of a violation of a code of student conduct.

(a) In conducting the review, the school district, the parent/guardian, and relevant members of the IEP Team (as determined by the parent/guardian and the school district) must:

1. Review all relevant information in the student's file, including any information supplied by the parents/guardians of the student, any teacher observations of the student, and the student's current IEP; and

2. Determine whether the conduct in question was caused by, or had a direct and substantial relationship to the student's disability or whether the conduct in question was the direct result of the school district's failure to implement the IEP.

(b) If the school district, the parent/guardian, and relevant members of the IEP Team determine that a condition in subparagraph (a)2. above was met, the conduct must be determined to be a manifestation of the student's disability and the school district must take immediate steps to remedy those deficiencies.

(c) If the school district, the parent/guardian, and relevant members of the IEP Team determine that the conduct was a manifestation of the student's disability, the IEP Team must either:

1. Conduct a functional behavioral assessment, unless the school district had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the student; or

2. If a behavioral intervention plan already has been developed, review it and modify it, as necessary, to address the behavior; and

3. Except as provided in subsection (6) of this rule, return the student to the placement from which the student was removed, unless the parent/guardian and the school district agree to a change in placement as part of the modification of the behavior intervention plan.

(d) For disciplinary changes of placement, if the behavior that gave rise to the violation of a code of student conduct is determined not to be a manifestation of the student's disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner and for the same duration in which they would be applied to students without disabilities, except that services consistent with subsection (5) of this rule must be provided to the student with a disability.

(e) If a parent/guardian disagrees with the manifestation determination decision made by the IEP Team pursuant to this rule, the parent/guardian may appeal the decision by requesting an expedited due process hearing as described in subsection (7) of this rule.

(4) On the date on which a decision is made to make a removal that constitutes a change of placement of a student with a disability because of a violation of a code of student conduct, the school district must notify the parent/guardian of the removal decision and provide the parent/guardian with a copy of the notice of procedural safeguards as referenced in these rules.

(5) Free appropriate public education for students with disabilities who are suspended or expelled or placed in an IAES.

(a) A school district is not required to provide services to a student with a disability during removals totaling ten (10) school days or less in that school year, if services are not provided to students without disabilities who are similarly removed.

(b) Students with disabilities who are suspended or expelled from school or placed in an IAES must continue to receive educational services, including homework assignments in accordance with Section 1003.01, Florida Statutes, so as to enable the student to continue to participate in the general curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications designed to address the behavior violation so that it does not recur.

(c) After a student with a disability has been removed from the current placement for ten (10) school days in the school year, if the current removal is not more than ten (10) consecutive school days and is not a change of placement under this rule, school personnel, in consultation with at least one of the student's special education teacher(s), shall determine the extent to which services are needed so as to enable the student to continue to participate in the general curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.

(d) If the removal is a change of placement under this rule, the student's IEP Team determines appropriate services under paragraph (b) of this subsection.

(6) Special Circumstances and Interim Alternative Educational Setting (IAES).

(a) School personnel may remove a student to an IAES for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

1. Carries a weapon to or possesses a weapon at school, on school premises, or to a school function under the jurisdiction of a state education agency or a school district;
2. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of a state education agency or a school district; or
3. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a state education agency or a school district.

(b) On the date on which a decision is made to make a removal that constitutes a change of placement because of a violation of a code of student conduct, the school district must notify the parent/guardian of that decision and provide the parent/guardian with a copy of the notice of procedural safeguards as referenced in Rules 6A-6.03011 through 6A-6.0361, FAC.

(7) Appeal and Expedited Hearings.

(a) An expedited hearing may be requested:

1. By the student's parent/guardian if the parent/guardian disagrees with a manifestation determination or with any decision not made by an **administrative law judge (ALJ)** regarding a change of placement under this rule, or
2. By the school district if it believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

(b) The school district may repeat the procedures for expedited hearings if it believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.

(c) Expedited due process hearings requested under this subsection shall be conducted by an ALJ for the Division of Administrative Hearings, Department of Management Services, on behalf of the Department of Education, and shall be held at the request of either the parent/guardian or the school district regarding disciplinary actions. These hearings must meet the requirements prescribed in Rules 6A-6.03011 through 6A-6.0361, FAC., except that the hearing must occur within twenty (20) school days of the date the request for due process is filed and an ALJ must make a determination within ten (10) school days after the hearing. In addition, unless the parents/guardians and the school district agree in writing to waive the resolution meeting described herein or agree to use the mediation process set forth in these rules:

1. A resolution meeting must occur within seven (7) days of receiving notice of the request for expedited due process hearing; and
2. The expedited due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within fifteen (15) days of the receipt of the request for expedited due process hearing.

(d) The decision of the ALJ rendered in an expedited hearing may be appealed by bringing a civil action in a federal district or state circuit court, as provided in Section 1003.57(5), Florida Statutes.

(8) Authority of an ALJ. An ALJ hears and makes a determination regarding an appeal and request for expedited due process hearing under this subsection and, in making the determination:

(a) An ALJ may return the student with a disability to the placement from which the student was removed if the ALJ determines that the removal was a violation of this rule or that the student's behavior was a manifestation of the student's disability; or

(b) Order a change of placement of the student with a disability to an appropriate IAES for not more than forty-five (45) school days if the ALJ determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

(c) The procedures under this subsection may be repeated, if a school district believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.

(9) Student's Placement During Appeals/Expedited Due Process Proceedings. When an appeal under subsection (7) has been made by either the parent/guardian or the school district, the student must remain in the IAES determined by the IEP team pending the decision of the ALJ or until the expiration of the time period specified by school personnel, including expulsion for a student where no manifestation was found, unless the parent/guardian and the Department of Education or school district agree otherwise.

(10) Protections for Students not Determined Eligible for Special Education and Related Services. A regular education student who has engaged in behavior that violated a code of student conduct may assert any of the protections afforded to a student with a disability under this rule if the school district had knowledge of the student's disability before the behavior that precipitated the disciplinary action occurred.

(a) Basis of knowledge. A school district is deemed to have knowledge that a student is a student with a disability if:

1. The parent/guardian has expressed concern in writing to supervisory or administrative personnel of the appropriate school district, or a teacher of the student, that the student needs special education and related services;
2. The parent/guardian has requested an evaluation to determine whether the student is in need of special education and related services; or
3. The teacher of the student, or other school district personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the school district's special education director or to other supervisory school district personnel.

(b) Exception. A school district would not be deemed to have knowledge of a disability under paragraph (a) if:

1. The parent/guardian of the student has not allowed an evaluation pursuant to Rules 6A-6.03011 through 6A-6.0361, FAC., or has refused special education and related services under Rules 6A6.03011 through 6A-6.0361, FAC.; or
2. The school district conducted an evaluation in accordance with Rules 6A-6.03011 through 6A-6.0361, FAC., and determined that the student was not a student with a disability.

(c) Conditions that Apply if No Basis of Knowledge.

1. If the school district has no knowledge that the student is a student with a disability prior to disciplinary action, the student may be disciplined in the same manner as a student without a disability who engages in comparable behaviors.
2. If an evaluation request is made for the student during the time period of the disciplinary action, the evaluation must be conducted in an expedited manner. Until the evaluation is completed, the student remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services. If the student is determined to be a student with a disability, taking into consideration information from the evaluation and information provided by the parents/guardians, the school district shall provide special education and related services consistent with the requirements of this rule.

(11) Nothing in this rule prohibits a school district from reporting a crime committed by a student with a disability to appropriate authorities or prevents state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a student with a disability.

(12) Student Records in Disciplinary Procedures. School districts shall ensure that the special education and disciplinary records of students with disabilities are transmitted, consistent with the provisions of Section 1002.22, Florida Statutes, and Rule 6A-1.0955, FAC.:

(a) For consideration by the person making the final determination regarding the disciplinary action; and

(b) For consideration by the appropriate authorities to whom school districts report crimes.

(13) Disciplinary Records of Students with Disabilities. School districts shall include in the records of students with disabilities a statement of any current or previous disciplinary action that has been taken against the student and transmit the statement to the same extent that the disciplinary information is included in, and transmitted with, the student records of non-disabled students.

(a) The statement may be a description of any behavior engaged in by the student that required disciplinary action, a description of the disciplinary action taken, and any other information that is relevant to the safety of the student and other individuals involved with the student.

(b) If the student transfers from one school to another, the transmission of any of the student's records must include both the student's current IEP and any statement of current or previous disciplinary action that has been taken against the student.

(14) The principal may suspend a student with disabilities after preventive measures have been unsuccessful, and/or when an emergency situation requires immediate suspension. Some preventive measures may include the following:

1. specific behavior management system
2. counseling (guidance counselor and/or school psychologist)
3. parent/guardian conference
4. in-school isolation
5. detention

(15) Multiple suspensions, excluding a student from school for more than ten (10) school days is not allowed. If there is a need to suspend the student for more than 10 school days, the principal must request an IEP/accommodation plan review. The staffing committee shall review the student's program and determine if the disability is a precipitating factor of the inappropriate behavior. That decision shall be recorded on the IEP/accommodation plan and that information shall be used to revise the student's IEP/accommodation plan. The decision will be based on one of the following objectives:

1. to reflect the need for the use of suspension as a disciplinary tool or management strategy and/or
2. to modify the educational program and/or
3. to change the educational program and/or
4. to indicate that the exceptionality or disability is not a precipitating factor and that therefore the student is expected to behave in accordance with rules established in the Code of Student Conduct.

(16) If it is determined that the student's conduct is a manifestation of the student's disability an individual educational plan (IEP) or accommodation plan meeting shall be held to determine the adequacy of the current special program and related services. This meeting may occur in conjunction with the staffing meeting or as a separate meeting. Based upon the recommendations of the staffing committee, participants in an IEP/accommodation plan meeting shall consider and make recommendations concerning alternative program options which may include, among others, the following:

1. a change in disciplinary procedures used
2. additional related services
3. increased time in the current special program
4. provision of a special program in another setting
5. involvement with programs funded by other agencies

Any parent/guardian that has concerns about his/her child's behavior or academic performance should submit a written referral to the school's guidance counselor.

APPENDIX A

Rules/Procedures Relating to Student Records:

Student Records: The principal of each school shall be responsible for all student records and will ensure that all state and federal rules are followed. The Superintendent will make all rules available to principals.

- I. Purposes. Rules cover all school records of all students.
- II. Definitions:
 - A. Education Records: Records required by law containing information about the student
 1. Category A - Permanent Information: student information that is required by law to be kept indefinitely.
 2. Category B - Temporary Information: student information that may be kept for a short time then discarded or changed
 - B. Child: a person who is under 18 years of age
 - C. Pupil/Student: a person who is enrolled in a school
 - D. Eligible Student: a person who is 18 years old or older and who is enrolled in one or more offered educational programs by the Gadsden County district (see section IV.)
- III. The Cumulative Record: The principal is responsible for all cumulative records. These records must be kept at school and may be relocated to other schools upon appropriate written request.
 - A. Content of Category A Records: Category A records contain the permanent report card and education records. These records are kept up to date and cannot be changed without the permission of the principal. The person making the change will initialize each change.
 1. Student's birth certificate name
 2. Birth date, place of birth, race, and sex
 3. Current address of the student
 4. Name of parent(s) or guardian(s)
 5. Name of last school attended
 6. Number of days present, absent
 7. Date enrolled, date withdrawn
 8. Classes/subjects taken, grades received
 9. Date of graduation or program completion
 - B. Content of Category B Records:
 1. Health information
 2. Information about the student's family
 3. Test scores
 4. School and vocational plans
 5. Honors and school activities
 6. Reports of special classes required by law
 7. List of schools attended
 8. Driver education certificate
 9. Letters from other groups
 10. Written requests for permission to review the record

11. List of people who requested and received a copy of the record
12. Written information indicating any changes made in the record
13. Summary of state student assessment test results
14. Copies of exceptional student education placement reports as required by law.
15. Records of discipline, suspension, and expulsion
16. Records of counselors' and teachers' conferences with students
17. Free lunch applications, work experience interviews, and other records

IV. The following strategies may be used for an eligible student or parent/guardian to change or remove a portion of the student record:

- A. A written request must be submitted to the principal, clearly identifying the part of the record to be changed, and specifying why it is inaccurate or misleading.
- B. If the request is approved, the change or removal shall be made in writing and signed and dated by the eligible student or parent/guardian and a school official. The written agreement shall show only that the record has been corrected or a portion removed.
- C. If the District denies the request for the change of record, the District will notify the eligible student or parent/guardian of the decision, advising them of their right to a hearing. Information regarding the hearing procedures will be provided to the eligible student or parent/guardian.
- D. If a hearing is held and a decision is made to keep the record intact without the proposed change, the eligible student or parent/guardian may include a written statement in the record. The statement may indicate disagreement with the decision and state reasons for disagreement.

V. Procedures for Transfer of Education Records.

- A. Records shall be transferred immediately upon written request from an eligible student or parent/guardian or from a school to which a student has transferred. The principal or designee shall transfer all Category A and Category B information and shall keep a copy of Category A information.
- B. Records shall not be prohibited from transfer for unpaid fees or fines assessed by the school.
- C. For all Gadsden County schools, current records shall be passed to a middle or high school upon student promotion to that school. This transfer will occur automatically without request.
- D. If a school is closed by order of the School Board, student records shall be transferred to the school at which students will attend the following year. If students will not attend school the following year, the Superintendent shall decide where records will be kept.

APPENDIX B GLOSSARY

***AGGRAVATED BATTERY** - Intentionally or knowingly causing great bodily harm, permanent disability, or permanent disfigurement or using a deadly weapon while committing a battery.

***ARMED ROBBERY** - The taking of money or other property which may be the subject of larceny from the person or custody of another, with intent to either permanently or temporarily deprive the person or the owner of the money or other property, when in the course of the taking there is the use of force, violence, assault, or putting in fear; with the use of a firearm, imitation firearm, or other deadly weapon (F.S. 812.13(1)&(2)(a)).

***ARSON** - To willfully and unlawfully, or while in the commission of any felony, by fire or explosion, damage or cause to be damaged: any dwelling, whether occupied or not, or its contents; any structure, or contents thereof, where persons are normally present; and any other structure that the person knew or had reasonable grounds to believe was occupied by a human being (F.S. 806.01(1)(a)-(c)).

ASSAULT - an intentional, unlawful threat by word or act to do violence to the person of another, coupled with an apparent ability to do so which creates a well-founded fear in such other person that such violence is imminent. (F.S. 784.011)

BATTERY - the actual and intentional touching or striking of another person against his or her will or intentionally causing bodily harm to an individual (F.S. 784.03&784.045).

***BATTERY OR AGGRAVATED BATTERY ON A TEACHER OR OTHER SCHOOL PERSONNEL** - A battery or aggravated battery, as defined above, on any elected official or school district employee whether it is committed on school property, on school-sponsored transportation, during a school-sponsored activity or while the elected official or employee is on official school business.

BOMB THREAT – intentionally making a false report to any person concerning the placement of any bomb, dynamite, explosive, or arson-causing device.

BULLYING - Systematically and chronically inflicting physical hurt or psychological distress on one or more students, or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:

1. Unwanted teasing;
2. Social Exclusion;
3. Threatening;
4. Intimidation;
5. Stalking;
6. Cyberstalking;
7. Cyberbullying;
8. Physical violence;
9. Theft;
10. Sexual, religious, or racial harassment;
11. Public humiliation;
12. Rumor or spreading falsehoods; or
13. Destruction of school or personal property.

CHEMICAL/HAZARDOUS MATERIAL - Any chemical compounds or dangerous materials that may be used to cause harm or vulnerability to any person(s)

CORPORAL PUNISHMENT – Paddling by the principal/designee on the student's buttocks.

***DESTRUCTIVE DEVICE** - A destructive device is any bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing some type of explosive that is designed to explode and is capable of causing bodily harm or property damage (F.S. 790.001(4)).

DUE PROCESS - A student has the right to a fair, reasonable, and impartial hearing for a broken or disobeyed rule. [F.S 1006.07]

ELECTRIC WEAPON OR DEVICE - any device which, through the application or use of electrical current, is designed, redesigned, used, or intended to be used for offensive or defensive purposes, the destruction of life, or the infliction of injury (F.S. 790.001(14)).

EXCUSABLE ABSENCE – An absence caused by illness of the student or by serious illness or death in the family. Work missed may be made up by the student.

EXPLOSIVE (F.S. 790.001 (5)) - any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including but not limited to dynamite, nitroglycerin, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators; but not including:

(a) Shotgun shells, cartridges, or ammunition for firearms;

(b) Fireworks as defined in s. 791.01(4)(a); means and includes any combustible or explosive composition or substance or combination of substances or, except as hereinafter provided, any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation. The term includes blank cartridges and toy cannons in which explosives are used, the type of balloons which require fire underneath to propel them, firecrackers, torpedoes, skyrockets, roman candles, dago bombs, and any fireworks containing any explosives or flammable compound or any tablets or other device containing any explosive substance.

(c) Smokeless propellant powder or small arms ammunition primers, if possessed, purchased, sold, transported, or used in compliance with F.. 552.241;

***EXPLOSIVE DEVICE, POSSESSION, USE OR SALE OF** - An explosive is any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including but not limited to dynamite, nitroglycerine, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators [F.S. 790.001(5)]. This category does not include Class-C common fireworks.

EXPULSION - Removal of the right and obligation of a student to attend a public school under conditions set by the School Board for a period of time not to exceed the remainder of the school year and one (1) additional year of attendance. Expulsion can also mean alternative placement.

EXTRACURRICULAR - any school-authorized or education-related activity occurring during or outside the regular instructional school day. [F.S. 1006.15]

***FALSE REPORT INVOLVING SCHOOL, SCHOOL PERSONNEL'S PROPERTY, SCHOOL TRANSPORTATION OR SCHOOL SPONSORED ACTIVITY** - Making a false report with intent to deceive, mislead, or otherwise misinform any person, concerning the placing or planting of any bomb, dynamite, or other deadly explosive.

Fighting - mutual participation in a hostile, physical encounter; mutual participation in an altercation involving physical violence

FIREARM - means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. The term "firearm" does not include an antique firearm unless the antique firearm is used in the commission of a crime. **[F.S. 790.001(6)]**

***FIREARM, POSSESSION, USE, OR SALE OF** - Possession, use, or sale of any firearm, imitation firearm, on school property, school-sponsored transportation or during a school-sponsored activity. A firearm, imitation firearm, is any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. [F.S. 790.001(6)]

GRIEVANCE PROCEDURE - The process of filing appropriate forms resulting from a complaint filed by a student. Forms may be obtained from the principal.

HARASSMENT - Any threatening, insulting or dehumanizing gesture, use of technology, computer software, or written, verbal or physical conduct directed against a student or school employee that:

1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. Has the effect of substantially interfering with a student's educational performance, or employee's work performance, or either's opportunities, or benefits;
3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or
4. Has the effect of substantially disrupting the orderly operation of a school.

***HOMICIDE** (murder, manslaughter) - Murder--the unlawful killing of a human being (F.S. 782.04); and manslaughter--the killing of a human being by the act, procurement, or culpable negligence of another, without lawful justification (F.S. 782.07).

ILLCIT DRUG - A drug not allowed by law, custom, rule, etc.

IMITATION FIREARM - Any toy gun, replica of a firearm, air-soft gun that fires nonmetallic projectiles, or other device that is so substantially similar in coloration and overall appearance to a firearm.

***KIDNAPPING OR ABDUCTION** - Forcibly, secretly, or by threat confining, abducting, or imprisoning another person against their will and without lawful authority, with intent to: (1) hold for ransom or reward or as a shield or hostage; (2) commit or facilitate commission of any felony; (3) inflict bodily harm upon or to terrorize the victim or another person; and (4) interfere with the performance of any governmental or political function (F.S. 787.01(1)(a)1-4).

PERMISSIBLE ABSENCE - An absence which has the sanction of the parents/guardians and the school. This may include activities such as an individual educational trip or other extenuating circumstance. Any such individual educational trip must be planned by the parent/guardian and teacher, and a written report of the trip must be presented to the teacher. Work missed may be made up by the student.

PROHIBITED ITEMS - An item prevented by law or by an order.

SUSPENSION - Removal of students from their regular school program for a period not to exceed 10 school days. Pursuant to Florida Statute 1006.09, no student who is required by law to attend school shall be suspended for unexcused absence or truancy.

TEAR GAS GUN OR CHEMICAL WEAPON OR DEVICE - any weapon of such nature, except a device known as a "self-defense chemical spray." "Self-defense chemical spray" means a device carried solely for purposes of lawful self-defense that is compact in size, designed to be carried on or about the person, and contains not more than two ounces of chemical. [F.S. 790.001(3)(b)]

***THREAT AGAINST SCHOOL, SCHOOL PERSONNEL'S PROPERTY, SCHOOL TRANSPORTATION OR SCHOOL SPONSORED ACTIVITY** - Threatening to throw, project, place, or discharge any destructive device with intent to do bodily harm.

UNEXCUSED ABSENCE - An absence which does not have the approval of the school, or which is due to disciplinary action against the student. Ordinarily, in such case, the work missed may not be made up by the student for credit.

WEAPON - A weapon may be, but is not limited to, any firearm, imitation firearm, any explosive or destructive device, any knife, razor blade or box cutter, any dirk (dagger), metallic knuckles, slungshot (a small mass of metal, stone, sand, or similar material fixed on a flexible handle, strap, or the like, used as a weapon.), billie [billie (also spelled billy) club, night stick, a stick of less than arm's length, usually made of wood, plastic, or metal], tear gas gun, chemical weapon or device, or other deadly weapon except a firearm or a common pocketknife, plastic knife, or blunt-bladed table knife [F.S. 790.001(13)] or any item used with intent to cause bodily harm to another individual.

GADSDEN COUNTY SCHOOLS

**POSITIVE STUDENT MANAGEMENT
DISCIPLINE PLAN**

2009-2010

POSITIVE STUDENT MANAGEMENT DISCIPLINE PLAN
2009-2010
GADSDEN COUNTY SCHOOL DISTRICT

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PREFACE

The district and its partners recognize the need for consistency of discipline between elementary and secondary schools. Regardless of where students attend school in the Gadsden County Public School District, we will adhere to the Gadsden County Positive Student Management Discipline Plan for their grade level. There are many factors that contribute to discipline problems in schools; nevertheless, the fact remains that schools have a responsibility to encourage, promote, and maintain an effective system of discipline.

Therefore, the Gadsden County Public School District is committed to be consistent, fair, and firm in practices as it resolves conflicts, modifies undesirable behaviors, and creates and maintains a safe and healthy environment in each school.

Though this document is a vehicle for effective disciplinary actions for all students, it does not supersede nor change in any manner the Gadsden County Code of Student Conduct.

PHILOSOPHY AND EXPECTATIONS

The Gadsden County School District believes that everyone has the right and responsibility to achieve at his or her educational best. To make this happen, everyone needs a safe and positive environment in which to learn. Therefore, the district vows to be the best that it can be and pledges to:

*Honor individual differences

*Clearly define the things that are expected from everyone.

*Hold each person accountable for his or her own behaviors.

Gadsden County Positive Student Management Discipline Plan Expectations

Students Are Expected To:

- Show respect through actions and words
- Refrain from using profanity
- Be on time to school and to classes
- Get along with others
- Complete assignments
- Perform at their highest level of achievement
- Take care of school property
- Request permission to use other's property
- Follow safety rules
- Bring necessary supplies and materials to class
- Follow the dress code (**SEE ELEMENTARY & SECONDARY COMPONENT**)
- Be honest
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

Teachers Are Expected To:

- Be firm, fair, and consistent in all situations
- Maintain a positive classroom environment
- Provide for a safe environment
- Work with and support others
- Communicate with families
- Be good role models for students and colleagues
- Value individual opinions and ideas
- Teach innovative and challenging lessons
- Provide for individual differences
- Be punctual to work, classes, and other functions
- Assume the responsibility for correcting undesirable behaviors and protecting students
- Support decisions made by administrators and peers
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

Administrators Are Expected To:

- Follow through and follow up on decisions
- Communicate openly and effectively with teachers and all stakeholders
- Gather input from all sources for effective decision making
- Encourage family support and participation
- Promote teacher creativity
- Provide for a safe environment
- Be good role models for students and all employees
- Be strong, supportive administrators and instructional leaders
- Communicate positive expectations for teachers, students, and other stakeholders
- Assume the responsibility of correcting undesirable behaviors and protecting students
- Value individual opinions and ideas
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

School Support Staff Is Expected To:

- Provide and maintain a safe, clean and healthy environment
- Be good role models for students and colleagues
- Work with and support others
- Value individual opinions and ideas
- Maintain a positive environment
- Assume responsibility for correcting undesirable behaviors and protecting students
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

Parents/guardians Are Expected To:

- Send students to school nourished, rested, and ready to learn
- Be active participants in their children's education
- Be good role models for their children
- Communicate frequently with school personnel
- Support school personnel
- Reinforce the fact that their children are accountable for their own actions
- Get involved in school activities
- Get their children to school daily and on time
- Assume responsibility for their children's before and after school care
- Admonish their children to leave all beepers, cellular phones, headsets, and any other non-essential items at home
- Value individual opinions and ideas
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

District Support Staff Is Expected To:

- Provide clear guidelines for implementing district policies
- Enforce district policies with uniformity and consistency
- Understand and support differences among schools
- Participate in school activities
- Value individual opinions and ideas
- Be good role models for students and all employees
- Assume the responsibility of correcting undesirable behaviors and protecting students
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

ELEMENTARY SCHOOLS

Grades K-5

[Pre-K discipline will be followed according to the District Code of Student Conduct.]

Discipline Guidelines and Procedures

LEVEL ONE INFRACTIONS

RESPONSIBILITY ISSUES

- Chewing gum, food, drinks, etc. during class
- Being unprepared for class (text, paper, pencil, assignments, etc.)
- Possessing items that are against school rules (hats, walkmans, toys, basketballs, chains, etc.)
- Dressing in opposition to the dress code (**SEE DRESS CODE COMPONENT**)
- Refusing to do class work
- Behaving inappropriately in the cafeteria
- Running on campus (includes tumbling)
- Sleeping in class
- Disrupting the class by way of any other minor offense

RESPECT ISSUES

- Disturbing the class (e.g., talking loud, getting out of seat without permission, laughing or talking at inappropriate times, minor physical play where no one is hurt)
- Using offensive language in general conversation with peers (includes name calling)
- Damaging school property: student-correctable (e.g., writing on wall, desk, etc.)
- Disobeying the school patrol
- Disrespecting others
- Bringing community problems to school
- Displaying intimate attention in public

TARDY POLICY

- When a student accumulates 3 or more unexcused tardies to class or school, the teacher will hold a conference with the student.
- On the 3rd unexcused tardy, the teacher will contact the parent/guardian by letter or by telephone.
-

DRESS CODE

- **SEE ELEMENTARY AND SECONDARY COMPONENTS**

LEVEL ONE PROCEDURES AND RELATED CONSEQUENCES

STEP I

- The teacher will privately issue verbal reprimand and discuss the problem with the student.
- The teacher will collect items from the student and will return them at the end of the day or when the parent/guardian collects them.

STEP II

IF A STUDENT CHOOSES TO BEHAVE IN SUCH A WAY THAT RESULTS IN A LEVEL ONE INFRACTION:

- The teacher **MUST** contact the parent/guardian.
 - 1 This could include, but is not limited to, a phone call, and/or a letter of misconduct with required parent/guardian signature to be returned
 - 2 With bus issues, refer to **BUS OFFENSES COMPONENT**.

STEP III

IF STUDENT BEHAVIOR RESULTS IN ONE OR MORE SUBSEQUENT LEVEL ONE INFRACTIONS:

- The teacher assigns related consequences. These could include, but are not limited to:
 - Lunch detentions
 - Work in buddy teacher room
 - Behavioral contracts (attach)
 - Additional parent/guardian contact
 - Teacher selected interventions

STEP IV

IF STUDENT BEHAVIOR HAS NOT IMPROVED AS A RESULT OF THE ABOVE INTERVENTIONS:

- The teacher will then submit a **referral** to the guidance counselor to seek assistance in resolving the behavior issues with the student. (SEE LEVEL ONE PRE-REFERRAL PACKET))

STEP V

IF, FOLLOWING THE COUNSELING SESSION, STUDENT BEHAVIOR HAS NOT IMPROVED:

- The student is considered to be in defiance of school rules/expectations (**Level Two Infractions**).
- A referral to the administrator is written on a **Pre-Referral Form**.
- The teacher must describe the infraction/offense and give a summary of conditions preceding the events.

This information is critical to an administrator for his/her communication with parents/guardians and assignment of **Level Two Consequences** that do not replicate consequences already used by the teacher, counselor, and/or administrator.

ELEMENTARY SCHOOL

LEVEL ONE PRE-REFERRAL PACKET

GUIDELINES AND PROCEDURES FOR EFFECTIVE IMPLEMENTATION

WHEN A STUDENT HAS COMMITTED LEVEL ONE INFRACTIONS:

- # Please be thorough and consistent in documenting the offense and the type of intervention that was implemented.
- # Please use the proper forms to document what has taken place.
- # Remember that parent/guardian contact makes the entire process more effective.

IF INAPPROPRIATE BEHAVIOR HAS NOT CEASED AFTER 3 LEVEL ONE INFRACTIONS, PARENT/GUARDIAN CONTACT, AND COUNSELING:

- # Complete a **Discipline Incident Form** and send the student with a completed **Pre-Referral Packet** and the referral to an administrator's office.

EXHIBITING CONSISTENT ADHERENCE TO THE PROCEDURES AND GUIDELINES AS OUTLINED IN THE DISCIPLINE PLAN ENSURES A SUCCESSFUL AND WHOLESOME SCHOOL YEAR.

**CLASSROOM BEHAVIOR MANAGEMENT FORM FOR
MINOR OFFENSES IN ELEMENTARY SCHOOLS**

STUDENT _____ **I.D.** _____ **DATE** _____
TEACHER _____ **SUBJECT** _____ **PERIOD** _____

CIRCLE IF APPLICABLE TO STUDENT: ESE ESOL

The above student's behavior has been disruptive to the class and inhibits my ability to teach. Specifically, the problem is:

As the classroom teacher, I have taken the following steps to correct the problem:

1st Offense: An **AFTER-CLASS DISCUSSION** was held on _____ with the student regarding the above problem. The student's reaction to the problem and my suggestions for improvement were:

_____ **Favorable** _____ **Unfavorable** _____ **No reaction**

Teacher Signature

Student Signature

2nd Offense: A **FORMAL TEACHER/STUDENT CONFERENCE** was held on _____ at _____.
(DATE) (TIME)

The problem was again discussed, and the student was warned that further misbehavior would result in a referral to the office. The student's reaction to my suggestions for improvement were:

_____ **Favorable** _____ **Unfavorable** _____ **No reaction**

PARENT/GUARDIAN PHONE CONTACT

(Name and No.) _____ was called on _____. The parent/guardian was advised of the problems and the steps taken thus far by me to remedy the problem. The parent/guardian's support was requested. Parent/Guardian reaction was:

_____ **Positive** _____ **Neutral** _____ **No reaction**

3rd Offense: The following **RESOURCE PEOPLE** were consulted:

A. Department/Team Chairman/Leader: The following recommendation/s was made:

B. Guidance Counselor: The following recommendation/s was made:

C. Other: The following assistance was provided:

4th Offense: THE PROBLEM PERSISTS: I request administrative assistance with this student. **[Send this form and the student to the office.]**

Date/Time Student Sent

Teacher signature

White – Office Yellow – Parent/Guardian Pink – Guidance Gold – Referring Teacher

Date: _____

Dear Parent/Guardian:

I am writing to you because I have been unable to reach you by phone. It is important that I advise you of _____'s behavior in my class. It has been less than satisfactory for the following reason/s:

Because I strive to guarantee your child and all the students in my classroom the excellent learning climate they deserve, I will not tolerate any student who interferes with my ability to teach or the student's ability to learn. Please discuss the importance of this matter with your child.

I believe it is in your child's best interest that we work together cooperatively to enhance his/her education. If you have any questions or comments, please contact me at school.

Sincerely,

Teacher _____
School's Phone Number _____
Best time to call _____

Please sign this form and **RETURN TO ME** the next school day.

PARENT/GUARDIAN'S COMMENTS:

Parent/Guardian's Signature

Date

LEVEL TWO INFRACTIONS

- # Skipping class/school
- # Participating in physical play or altercation (when possible injury could occur)
- # Directing profane or abusive language towards an adult
- # Defying the observance of school rules/expectations
- # Damaging school property (non-correctable)
- # Exhibiting threatening or extremely defiant behavior or language towards another student
- # Behaving in the manner that constitutes sexual harassment
- # Throwing or propelling objects
- # Spitting intentionally
- # Repeating Level I Infractions

LEVEL TWO PROCEDURES AND RELATED CONSEQUENCES

IF A STUDENT CHOOSES TO BEHAVE IN SUCH A WAY THAT RESULTS IN A LEVEL TWO INFRACTION:

- # The teacher will complete a **Discipline Incident Form**, and the student will be referred to an administrator.
- # The teacher will notify an administrator **immediately** if a student's behavior becomes so defiant that the teacher is unable to conduct class.

ACTIONS TO BE TAKEN BY ADMINISTRATORS

1st REFERRAL

- # An administrator contacts the parent/guardian **AND** administers his/her choice of one or more of the following:
 1. Require restitution
 2. Withdrawal of privileges
 3. Bag lunch detention
 4. Specific period(s) of internal suspension
 5. After school detention
 6. Supervised work detail
 7. Conflict resolution session
 8. Recommendation for Guidance Counseling Intervention
 9. Consideration for possible external suspension
 10. Parent/Guardian conference
 11. Student Study Team Intervention
- An administrator warns the student/parent/guardian of the consequences of the second offense.

2nd REFERRAL

- An administrator contacts the parent/guardian AND administers his/her choice of one or more consequences from **1st Referral Consequences** with possible increase in length of consequences.
- An administrator warns the student/parent/guardian of the consequences of the third offense.

3rd REFERRAL

An administrator holds a conference with the parent/guardian and recommends/assigns external suspension.

LEVEL THREE INFRACTIONS

Stealing

Behaving in the manner that constitutes sexual misconduct

- Leaving school campus without permission
- Repeating a Level II Infraction

LEVEL THREE PROCEDURES AND RELATED CONSEQUENCES

IF A STUDENT CHOOSES TO BEHAVE IN SUCH A WAY THAT RESULTS IN A LEVEL THREE INFRACTION:

- The teacher will complete a **Discipline Incident Form**, and the student will be referred to an administrator.
- The teacher will notify an administrator **immediately** if a student's behavior becomes so defiant that the teacher is unable to conduct class.

ACTIONS TO BE TAKEN BY ADMINISTRATORS

1st REFERRAL

- An administrator contacts the parent/guardian AND administers his/her choice of one or more of the following:
 1. Require restitution
 2. Withdrawal of privileges
 3. Bag lunch detention
 4. Specific period(s) of internal suspension
 5. After school detention
 6. Supervised work detail
 7. Conflict resolution session
 8. Recommendation for Guidance Counseling Intervention
 9. Consideration for possible external suspension
 10. Parent/Guardian conference
 11. Student Study Team
- An administrator warns the student/parent/guardian of the consequences of the second offense.

2nd REFERRAL

- An administrator contacts the parent/guardian AND administers his/her choice of one or more consequences from **1st Referral Consequences** with possible increase in length of consequences.
- An administrator warns the student/parent/guardian of the consequences of the third offense.

3rd REFERRAL

- An administrator holds a conference with the parent/guardian and recommends/assigns external suspension.

LEVEL FOUR INFRACTIONS

ZERO TOLERANCE INFRACTIONS

- **REFER TO THE GADSDEN COUNTY SCHOOL DISTRICT CODE OF STUDENT CONDUCT.**

SECONDARY SCHOOLS

Grades 6 – 12

Discipline Guidelines and Procedures

CLASS I

MINOR OFFENSES

*Document All Actions Taken in Class I on the Classroom Behavior Management Form

- Chewing gum, eating food, or drinking beverages during class
- Being unprepared for class/no materials
- Arriving late to class (up to 5 minutes)
- Refusing to do classroom work
- Sleeping in class
- Using offensive language in general conversation with peers
- Disrupting the classroom (talking out loud, getting out of seat, laughing or talking at inappropriate times)
- Displaying intimate affection in public
- Possessing inappropriate items, (toys, games, tape players, beepers, cellular phones)
- Disrupting the class by any other minor offense

Actions To Be Taken By Teachers

1st Offense

- Contact the parent/guardian. [**required**]
- Hold a teacher/student conference with documentation [**complete applicable section of Classroom Behavior Management Form (CBM)**].
- Collect inappropriate items from the student and return them at end of the day or when a parent/guardian collects them.

2nd Offense

- Use creative teacher interventions (may include behavior improvement plan, disciplinary work, etc.).
- Refer the student to the homeroom teacher (If student is an athlete, refer to coaches)
- Hold formal teacher-student conference and contact the parent/guardian. (**complete applicable section of CBM**)
- Refer the student to the team leader or designee, if applicable.
- Refer the student to the Guidance Counselor/Resource person/Student Study Team.
- Arrange peer mediation for the student.

3rd Offense

- Contact the parent/guardian. [**required**]
- Render a verbal reprimand.
- Provide notification of the consequences of the next offense.
- Arrange peer mediation for the student.
- Refer the student to the team leader or designee.
- Refer the student to a Guidance Counselor.

4th Offense

ACTIONS TO BE TAKEN BY ADMINISTRATORS

- Contact the parent/guardian. **[required]**
- Refer the student to an Administrator for disciplinary action/parent/guardian contact
- Suspend the student from home-based school activities for 2 weeks.
- Assign the student to after-school detention - 2 Days
- Assign work detail to the student.
- Assign the student to in-school suspension (ISS) for 3 to 5 days/parent/guardian contact.

CLASS II	INTERMEDIATE OFFENSES
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- Repeating classroom disruptions
- Failing to serve detention or other disciplinary interventions
- Instigating conflicts by spreading rumors, false statements, accusations, threats and other statements that tend to escalate situations or incite chaos
- Throwing food or drinks in cafeteria
- Loitering in an unauthorized location
- Using obscene or profane language or gestures
- Possessing or using tobacco products
- Cheating, plagiarism, abuse of technology, or forgery
- Skipping class/Leaving class/leaving school campus without permission
- Throwing or propelling objects or spitting
- Intimidating or harassing another student
- Dressing in opposition to the dress code
- Repeating Class I offenses

Actions To Be Taken By Administrators

- An administrator calls the parent/guardian. **[required]**
- An administrator will assign In-school suspension (ISS) for specified number of days.
- An administrator will assign 3 - 5 days out-of-school suspension (OSS) /parent/guardian contact.
- An administrator will assign 5 days OSS [school level hearing/ parent/guardian conference]
- An administrator will provide a hearing with the option to give OSS of 5 more days.
- The School Resource Officer will issue a citation.
- An administrator will provide peer mediation for the student.
- An administrator will involve the Guidance Counselors in fact-finding and counseling of students.

CLASS III	GROUP A	MAJOR OFFENSES
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- Defying a school district employee (an attitude or action designed to provoke a confrontation)
- Defacing school property/malicious mischief
- Inciting or participating in riotous behavior
- Obstructing school employees from their duty (preventing fight breakups, etc.)
- Possessing merchandise stolen on school campus
- Trespassing
- Using school property without authorization (computers, A/V or PE equipment)
- Exhibiting lewd and lascivious behavior
- Possessing obscene literature or objects
- Stealing
- Repeating Class II offenses

Actions To Be Taken By Administrators

1st Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral and administrator confers with the student.
- An administrator assigns 3-5 days out of school suspension.
- An administrator warns the student and parents/guardians of the consequence of the second offense.
- Guidance Counselors assist with fact finding and counseling of students.
- The student/parent/guardian makes restitution
- The Resource Officer administers a civil citation.
- A law enforcement officer is called to give assistance.

2nd Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out of school suspension and conducts a hearing.
- An administrator warns the student and parent/guardian of the consequences of the third offense.
- An administrator informs the student and parent/guardian that all subsequent referrals will result in recommendation for alternative placement and/or expulsion.
- The student/parent/guardian makes restitution.
- The Resource Officer administers a civil citation.
- A law enforcement officer is called to give assistance.

3rd Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- Administrator confers with student.
- An administrator assigns 5 days out-of-school suspension with a hearing.
- An administrator informs the student and parent/guardian that all subsequent referrals will result in recommendation for alternative placement and/or expulsion.

- An administrator conducts a hearing for expulsion and/or alternative placement considerations.
- The student/parent/guardian makes restitution.
- The Resource Officer administers a civil citation.
- A law enforcement officer is called to give assistance.

CLASS III	GROUP B	MAJOR OFFENSES
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- Fighting (involvement in physical confrontation in which the participant either initiated the fight or failed to take advantage of an opportunity to avoid escalation of the incident that led to the fight)
- Creating a hostile environment that includes harassing, physical, verbal, graphic or written conduct that is sufficiently severe, pervasive or persistent as to interfere with an individual's ability to participate in or benefit from school activities. This includes all forms of sexual, racial, national origin, disability or other forms of discrimination or harassment prohibited by school board policies
- Threatening, harassing or intimidating a school district employee/adult

Actions To Be Taken By Administrators

1st Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out-of-school suspension.
- Guidance Counselors assist in fact finding and counseling of student.
- An administrator reads the second offense consequences to the students and parent/guardian.
- An administrator provides peer mediation.

2nd Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out-of-school suspension with a hearing for possible alternative placement and/or expulsion considerations.

ZERO TOLERANCE OFFENSES

- **REFER TO THE GADSDEN COUNTY SCHOOL BOARD CODE OF STUDENT CONDUCT.**

COMPONENTS OF ELEMENTARY AND SECONDARY SCHOOLS**BUS OFFENSES****MINOR OFFENSES**

- Shouting/loud talking
- Eating / drinking
- Littering
- Holding hand/head outside of the bus

Actions To Be Taken

- **BUS DRIVERS' INTERVENTIONS (use one or more)**
- Conduct a conference with the student.
- Assign a new seat assignment.
- Notify the parents/guardians.
- Write a referral and give it to an administrator.
- **ADMINISTRATORS' INTERVENTIONS**
- 1st referral : Notify parents/guardians and have a conference with the student.
- 2nd referral: 1- 3 days off bus
- 3rd referral: 3 days off bus
- 4th referral: 5 days off bus (**Hearing Requested**)

MAJOR OFFENSES

- Being out of seat when bus is in motion
- Using foul language/ racial slurs
- Defacing property
- Throwing objects
- Holding hand/head outside bus while in motion
- Fighting
- Distracting the bus driver with deviant behavior

Actions To Be Taken By Administrators

- Restitution is paid by the student/parent/guardian.
- 1st referral: 1-3 day off bus
- 2nd referral: 3-5 days off bus
- 3rd referral: 5 days off bus
- 4th referral: 5 days off bus (**Hearing Requested/expulsion considered**)

The student may also be subject to other disciplinary actions which may include suspension or expulsion from school.

ZERO TOLERANCE ON THE BUS

- Threatening/assaulting the driver
- Possessing weapons
- Possessing/using drugs/alcohol

ZERO TOLERANCE OFFENSES

Refer to the Gadsden County School District Code of Student Conduct.

STUDENT DRESS CODE

In adherence to the Gadsden County School Board's policy concerning students' dress, this Positive Student Management Discipline Plan acknowledges these guidelines and the importance of students' attire. Students' clothing should be appropriate for the occasion, in good taste, and in good condition. While the administration recognizes the individuality of each student and does not wish to stifle individual taste, consideration must be given to the primary reason for school attendance – academic excellence.

Clothing and/or other personal adornment that is so unusual or non-traditional that it attracts undue attention and distracts from the academic climate of the classroom cannot be allowed.

APPROPRIATE ATTIRE

- When young ladies wear shorts, skirts, and dresses, the length must be near their knees. This knee length is determined by the indentation of the tip of the student's middle finger when placed against the student's attire.
- Bound sleeveless shirts and/or dresses that cover the armpits may be worn.
- Shirts/blouses must cover the midriff at all times.
- Young men will wear belts or suspenders with their pants. Elastic waist band/draw strings are acceptable.
- Hats and hoods may be worn outside of the building only.
- Shirts and blouses that are designed to be worn inside will be tucked into the pants/skirts.

INAPPROPRIATE ATTIRE

- Tight-fitting stretchy pants, leotards, bicycle pants, or body gloves
- Blouses or shirts that are unbuttoned, see-through, halter tops, tank tops, or muscle shirts and dresses that are strapless, spaghetti strap, or sun dresses,
- Section cutout garments with holes
- Clothes that advertise gangs, alcoholic beverages, tobacco, drugs, suggestive or sexually explicit logos, or offensive racial slogans
- Headbands, bandannas, scarves, stocking/wave caps, or any other head gear
- Bare feet, bedroom slippers, flip-flops or beach shoes
- Hair combs, hair picks, or hair rollers
- Drop pants

* These dress code guidelines are subject to the interpretation of the administration, faculty, and staff. Any other type of clothing or garment that is distracting, immodest, or interferes with learning will not be allowed.

STUDENTS FOUND IN VIOLATION OF THE DRESS CODE WILL BE SUBJECTED TO THE FOLLOWING OPTIONS:

- Parents/guardians will be called and informed to bring student appropriate attire.
- Students will be sent home to change clothes and return to school promptly.
- Parents/guardians must make arrangement to pick student up from school for the remainder of the day.
- Student will be placed in ISS until the end of the day.

**CLASSROOM BEHAVIOR MANAGEMENT FORM FOR
MINOR OFFENSES IN SECONDARY SCHOOLS**

STUDENT _____ **I.D.** _____ **DATE** _____
TEACHER _____ **SUBJECT** _____ **PERIOD** _____

CIRCLE IF APPLICABLE TO STUDENT: ESE ESOL

The above student's behavior has been disruptive to the class and inhibits my ability to teach. Specifically, the problem is:

As the classroom teacher, I have taken the following steps to correct the problem:

1st Offense: An **AFTER-CLASS DISCUSSION** was held on _____ with the student regarding the above problem. The student's reaction to the problem and my suggestions for improvement were:

_____ **Favorable** _____ **Unfavorable** _____ **No reaction**

Teacher Signature

Student Signature

2nd Offense: A **FORMAL TEACHER/STUDENT CONFERENCE** was held on _____ at _____.
(DATE) (TIME)

The problem was again discussed, and the student was warned that further misbehavior would result in a referral to the office. The student's reaction to my suggestions for improvement were:

_____ **Favorable** _____ **Unfavorable** _____ **No reaction**

PARENT/GUARDIAN PHONE CONTACT

(Name and No.) _____ was called on _____. The parent/guardian was advised of the problems and the steps taken thus far by me to remedy the problem. The parent/guardian's support was requested. Parent/Guardian reaction was:

_____ **Positive** _____ **Neutral** _____ **No reaction**

3rd Offense: The following **RESOURCE PEOPLE** were consulted:

A. Department/Team Chairman/Leader: The following recommendation/s was made:

B. Guidance Counselor: The following recommendation/s was made:

C. Other: The following assistance was provided:

4th Offense: THE PROBLEM PERSISTS: I request administrative assistance with this student. **[Send this form and the student to the office.]**

Date/Time Student Sent

Teacher signature

White – Office Yellow – Parent/Guardian Pink – Guidance Gold – Referring Teacher

**DOCUMENTATION NEEDED TO PROCESS STUDENT
REFERRALS FOR ELEMENTARY SCHOOLS**

FROM THE OFFICE OF ADMINISTRATION

DATE: _____

TO: _____

CHECK ONE

Documentation Needed (**see response below**)

Recommendation Issued (**see response below**)

Send a **completed** Pre-Referral Form

Handle the disciplinary action at grade level.

Send **Level One** documentation forms with the referral.

Send a **completed** Guidance Referral Form.

Need additional information

____ Other

Thank you,

**DOCUMENTATION NEEDED TO PROCESS STUDENT
REFERRALS FOR SECONDARY SCHOOLS**

FROM THE OFFICE OF ADMINISTRATION

DATE: _____

TO: _____

CHECK ONE

Documentation Needed (**see response below**)

Recommendation Issued (**see response below**)

Send a **completed** Classroom Behavior Management Form

Handle the disciplinary action at grade level.

Send **Class I** documentation forms with the referral.

Need additional information

____ Other

Thank you,

GLOSSARY OF STUDENT DISCIPLINE REFERRAL TERMINOLOGY

Abuse of property/minor vandalism - to use wrongly or improperly, or to maltreat any school equipment or property

Alcohol possession, use, sale, storage, or distribution - having on one's person or within one's personal property or under one's control by placement of and knowledge of the whereabouts or reasonable belief that one has assimilated, or reasonably appears, in the judgment of appropriate school officials, to be under the influence of any alcoholic substance

Armed robbery - the taking of money or other property which may be the subject of larceny from the person or custody of another, with intent to either permanently or temporarily deprive the person or the owner of the money or other property, when in the course of the taking there is the use of force, violence, assault, or putting in fear; with the use of a firearm, imitation firearm, or other deadly weapon

Arson - to willfully and unlawfully, or while in the commission of any felony, by fire or explosion, damage or cause to be damaged: any dwelling, whether occupied or not, or its contents; any structure, or contents thereof, where persons are normally present; and any other structure that the person knew or had reasonable grounds to believe was occupied by a human being

Articles disruptive to school - to possess, display or use anything that is disruptive to the general peace and welfare of a school center, school bus, or a school sponsored activity

Assault on school board employee - any intentional, unlawful threat, by word or act, to do violence to a school board employee, coupled with an apparent ability to do so, and doing some act that creates a well-founded fear in another person that violence is imminent

Attempted criminal act against a person - any person who attempts to commit, or who solicits another to commit, or who agrees, conspires, combines, or confederates with another person or persons to commit the offense of a battery against another person or persons, and in such attempt does any act toward the commission of such offense, but fails in the perpetration or is intercepted or prevented in the execution of the offense

Battery (Aggravated) - intentionally or knowingly causing great bodily harm, permanent disability, or permanent disfigurement or using a deadly weapon while committing a battery

Battery or aggravated battery on a school board employee - a battery or aggravated battery on any elected official or school district employee whether it is committed on school property, on school sponsored transportation, during a school-sponsored activity or while the elected official or employee is on official school business

Bomb threat - intentionally making a false report to any person concerning the placement of any bomb, dynamite, explosive, or arson-causing device

Breaking and entering/burglary - the unlawful entry into a building or other structure with the intent to commit a crime

Bully - a person who uses power (physical, verbal, or psychological) in a willful manner with the aim of hurting another individual repeatedly

Bus disruption - behavior that disrupts and/or distracts the driver from safely operating the school bus

Cheating (copying work of another, using materials not authorized to use - copying of anyone else's work or cheating on any test or assignment

Chemical/hazardous material - Any chemical compounds or dangerous materials that may be used to cause harm or vulnerability to any person(s).

Computer misuse/inappropriate use of e-mail/internet - the inappropriate use of a computer, including, but not limited to, breaking into restricted accounts or networks, modifying, or destroying files without permission, illegally copying software, and entering or distributing or printing unauthorized files; accessing or entering unauthorized internet sites; distributing inappropriate electronic messages

Confrontation/tussle - a verbal confrontation, struggle, or scuffle involving more than one person; pushing, shoving, pulling, etc. that has the propensity to escalate into a fight

Contraband, non-criminal - possession and/or use of items or contraband designated by the school as inappropriate materials such as portable paging devices, beepers, portable cellular telephones, etc.; these will be confiscated

Criminal assault on a student/person - any intentional, unlawful threat, by word or act, to do violence to another person, coupled with an apparent ability to do so, and doing some act that creates a well-founded fear in another person that violence is imminent

Criminal battery on a student/person (non-School Board Employee) - an actual and intentional touching or striking of another person against his or her will or intentionally causing bodily harm to an individual, including child abuse; the malicious and unprovoked physical attack by an aggressor upon another person

Disobedient/open defiance/insubordination - refusal or failure to obey, marked by resistance to authority; the flagrant or hostile challenge of the authority of a school staff member, bus driver, or any other adult in authority

Disobeying rules on the school bus - violation of the posted or written rules of conduct for the bus that is not necessarily a disruptive behavior; e.g.: not in assigned seat, eating or drinking on the bus

Disorderly conduct/disruption of school - any act which substantially disrupts the orderly conduct of a school function, behavior which substantially disrupts the orderly learning environment or poses a threat to the health, safety, and/or welfare of students, staff, or others

Disrespectful language - written or verbal remarks or gestures that show a lack of respect, rudeness or are inappropriate; The use of words or acts which demean, degrade, antagonize, or humiliate a person or group of persons

Disruptive behavior - behavior by its nature disrupts the educational process, but is not criminal.

Disruptive play - non-confrontational activity that is not appropriate in a school setting and is disruptive to the educational process; engaging in rowdy, rough behavior that interferes with the safe and or purposeful order of a school; e.g.: horseplay, chasing another student in the hallway of classroom, etc.

Dress code violation - to dress in a manner that would constitute a disruption in the school, create a safety hazard or exhibit impropriety; violations of the school dress code

Drug paraphernalia use, sale, storage, or distribution - to possess, use, sale, store, or distribute any equipment, device, or equipment used for the purpose of preparing or taking drugs

Drugs represented as drugs/imitation, use, storage, or possession - to store, possess, purchase, use, or be under the influence of any mood modifying substance and/or dangerous substance including, but not limited to, marijuana, hallucinogens, inhalants, as well as any substance represented to be an illegal substance, such as designer drugs, or caffeine pills, tablets, or caplets, or any substance which is represented to be any such substance while on school property or jurisdiction of the school district

Explosive devices possession, use, sale, or distribution (not firecrackers, fireworks) - an explosive is any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including but not limited to dynamite, nitroglycerin, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators

Extortion/blackmail/coercion - the use of threat or intimidation to obtain anything of value from another person, including, but not limited to, money

Failure to comply with class/school rules - violation of specified posted or written school or class rule that is not necessarily a disruptive behavior; e.g.: repeatedly chewing gum, repeatedly tardy for class, etc.

False fire alarm/911 call - whoever, without reasonable cause, by outcry or the ringing of bells, or otherwise makes or circulates, or causes to be made or circulated, a false alarm of fire or 911 call

Fighting - mutual participation in a hostile, physical encounter; mutual participation in an altercation involving physical violence

Fireworks/firecrackers - possession, use, sale, storage, or distribution of fireworks or firecrackers or associated devices

Forgery of a document or signature - to fashion or reproduce for fraudulent purposes

Gambling - one who participates in games of chance or skill for money or profit

Homicide/murder - the unlawful killing of a human being; and manslaughter – the killing of a human being by the act, procurement, or culpable negligence of another, without lawful justification

Inappropriate activity - any activity that is disruptive and/or inappropriate in a school setting that does not fit into another category

Intentionally striking a staff member intervening in a fight - intentionally striking or violently struggling with a staff member intervening in a fight or confrontation

Kidnapping or abduction - forcibly, secretly, or by threat, confining, abducting, or imprisoning another person against their will and without lawful authority, with intent to hold for ransom or reward or as a shield or hostage; commit or facilitate commission of any felony; inflict bodily harm upon or to terrorize the victim or another person

Leaving School Grounds without permission - unauthorized leaving of the school grounds

Lying/misrepresentation - intentionally providing false or misleading information to, or withholding valid information from a school staff member

Motor vehicle theft - theft or attempted theft of a motor vehicle; anything that is self-propelled

Obscene, lewd, or inappropriate act - the use of oral or written language, electronic messages, pictures, objects, gestures, or engaging in any physical act considered to be offensive, socially unacceptable, or not suitable for an educational setting

Other potentially dangerous weapons/items - any instrument or object, other than firearms or knives, deliberately used to inflict harm on another person, or used to intimidate any person

Out of Assigned Area - out of assigned area without permission and/or in a restricted access area without permission

Petty theft/stealing 1 (\$0-\$10) - the unlawful taking, carrying, or lending of property less than \$10.00 in value from the possession or constructive possession of another person

Petty theft/stealing 2 (\$10 -\$25) - the unlawful taking, carrying, lending, or riding away of property more than \$10, but less than \$25 in value from the possession, or constructive possession of another person

Petty theft/stealing 3 (\$25-\$50) - the unlawful taking, carrying, lending, or riding away of property more than \$25, but less than \$50 in value from the possession, or constructive possession of another person

Physical aggression (not involving law enforcement) - the intentional physical aggression of one party against another person such as pushing, punching, or striking

Plagiarism - The unauthorized use of someone else's material, which is then presented as being the result of the plagiarist's own primary research, creative impulse or insight. Plagiarism technically encompasses the borrowing of ideas of others, as well as their exact words or allowing one's own personal work or homework to be copied

Possession/use of tobacco products - possession, use, sale, storage, or distribution of tobacco products on school district property

Profane/obscene language - abusive, profane, obscene, or vulgar language (verbal, written, or gestures) or conduct in the presence of another person

Public display of affection - engaging in overtly amorous contact or language not appropriate in a school setting

Robbery - the taking or attempting to take anything of value that is owned by another person or organization, under confrontational circumstances by force or threat of force or violence and /or by putting the victim in fear

Sexual battery (attempted or actual forcible penetration) - forced- oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object

Sexual harassment - any slur, innuendo, or other physical conduct reflecting on an individual's gender which has the purpose of creating an intimidating, hostile, or offensive educational work environment; has the purpose or effect of unreasonably interfering with an individual's work or school performance or participation; or otherwise affects an individual's educational opportunities; sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature

Sexual misconduct - engaging in a sex act or physical conduct of a sexual nature; the unlawful sexual intercourse, sexual contact or other unlawful behavior or conduct intended to result in sexual gratification without force or threat and where the victim is capable of giving consent

Stealing more than \$50 - the unlawful taking, carrying, leading, or riding away of property more than \$50, in value from the possession or constructive possession of another person or entity (meaning school)

Tardiness, Habitual - consistently late to class or school

Threat, non-criminal - a threat (less serious than assault) by word or act to do violence to another person or his/her property; e.g.: "You better watch your back", "I'm going to get you after school."

Trespassing - to enter or remain on a public school campus or school board facility without authorization or invitation and with no lawful purpose for entry, including students under suspension or expulsion, employees not required by their employment to be at the particular location; and unauthorized persons who enter or remain on campus or school district facility or sponsored activity after being directed to leave

Truancy/Unexplained Absence - An absence from class or school that the reason or excuse is inadequate or does not meet the criteria for an excused absence

Unauthorized possession or use of prescription medication - to possess, use, sell, store, or distribute or be under the influence of any substance which requires a physician's prescription, or any over-the-counter medication without parent/guardian approval and school notification

Unauthorized sale/distribution of materials (non-criminal) - unauthorized selling or distributing of materials not generally considered illegal; e.g.: candy

Unintentionally striking a staff member intervening in a fight - unintentional striking or violently struggling with a staff member intervening in a fight or confrontation

Unknown weapon possession - type of instrument or object unknown at the time of the report

Unserviced detention (extended) - unexcused absence from a scheduled extended detention

Unserviced detention (regular) - unexcused absence from a scheduled regular detention

Unserviced detention (Saturday) - unexcused absence from a scheduled Saturday detention

Use of intoxicants - the inappropriate use of intoxicants, including but not limited to, glue, solvents, butane, and whipped cream, for the purpose of obtaining a mood-modifying experience

Vandalism more than \$100 (includes time and labor) - the willful and/or malicious destruction, damage, or defacement of public or private property, real or personal, without the consent of the owner or the person having custody or control of it. This includes graffiti.

Weapon/knife possession - the possession of any knife that may inflict harm on another person, or be used to intimidate another person, including, but not limited to, fixed blade knives, folding knives, switch blade knives, and common pocket knives or any item used with intent to cause bodily harm to another individual.

**LETTER OF ACKNOWLEDGMENT
FOR STUDENTS**

PLEASE SIGN THIS FORM AND RETURN IT TO THE OFFICE OF THE PRINCIPAL.

FOR STUDENTS

I have received a general overview and specific instructions on the contents of the Gadsden County School Board's Code of Student Conduct and the Gadsden Positive Student Management Discipline Plan.

I understand that if I commit or cause any criminal act using any wireless communication device while on school grounds or at any school function, I am subject to disciplinary action by the Gadsden County School Board (F.S. 1006.07).

For each course in which the student has four (4) unexcused absences, that are not for one of the legitimate purposes as described in this Code, a grade of "F" will be assigned for that grading period.

Signature of Student

Date

School

[If student is in a primary program and is unable to write his/her name, the teacher may sign the student's name and must initial his/her (the teacher) name.]

**LETTER OF ACKNOWLEDGMENT
FOR PARENTS/GUARDIANS/GUARDIANS**

PLEASE SIGN THIS FORM AND RETURN IT TO THE OFFICE OF THE PRINCIPAL.

FOR PARENTS/GUARDIANS/GUARDIANS

I have received a copy of the Gadsden County School Board's Code of Student Conduct and the Gadsden Positive Student Management Discipline Plan.

I understand that if my child commits or causes any criminal act using any wireless communication device while on school grounds or at any school function, he/she may be subject to disciplinary action by the Gadsden County School Board (F.S. 1006.07).

For each course in which the student has four (4) unexcused absences, that are not for one of the legitimate purposes as described in this Code, a grade of "F" will be assigned for that grading period.

Signature of Parent/Guardian

Date

Student's Name

Gadsden County Public Schools
2009-2010 Student Calendar (180 days)

August 2009

24 1st day of school for students

September 2009

7 Labor Day

October 2009

22 End 1st grading period

23 Student Holiday

26 Begin 2nd grading period

November 2009

11 Veterans Day observed

20 Student holiday

25-27 Thanksgiving holidays

December 2009

18-22 High school Semester Exams
Early dismissal

22 End 1st semester (80 days)
End 2nd grading period

23-31 Winter Break

January 2010

1 New Years Day

4-5 Winter Break continued

6 Students return

Begin 3rd grading period

18 Martin L King Day

February 2010

9-12 FCAT Writing (Grades 4, 8 & 10)

15 Student Holiday

March 2010

9-19 FCAT SSS / Retakes

26 End 3rd grading period

29-31 Spring Break

April 2010

1-2 Spring Break (continued)

5 Begin 4th grading period

13-14 SAT-10

May 2010

31 Memorial Day

June 2010

2-4 High School Final Exams
Early Dismissal

4 Last day of school (100 days)