



COLLEGE PLACE PUBLIC SCHOOLS

Administration Office

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focusing on kids and their learning....

Supplemental Educational Services (SES) Provider and DISTRICT Agreement

This AGREEMENT entered into this _____ day of _____ (month), 20_____,
by and between the COLLEGE PLACE SCHOOL DISTRICT (DISTRICT) and

_____ (SES Provider)

Recitals

WHEREAS, PROVIDER has applied to and been approved by the Office of Superintendent of Public Instruction (OSPI) and is authorized to use above referenced subject matter to provide instruction and/or services to students to supplement instruction provided in the district; and

WHEREAS, the parent/guardian have chosen this PROVIDER to provide supplemental educational services to their children in accordance with the provisions of the NCLB Act (student list attached); and

WHEREAS, COLLEGE PLACE SCHOOL DISTRICT and the PROVIDER have agreed that, with the assistance of the parent/guardian of each eligible student, PROVIDER and Parent will set specific achievement goals and services for meeting said goals for each student, as well as, measurement of progress and a timetable for achieving the said goals. Reporting progress will be outlined in the Summary of Services document (Attachment A of this agreement).

NOW THEREFORE, in consideration of the foregoing recitals and intending to be legally bound hereby, the PROVIDER and COLLEGE PLACE SCHOOL DISTRICT agree to the following:

Agreement:

1. ENGAGEMENT: COLLEGE PLACE SCHOOL DISTRICT hereby engages and retains PROVIDER, who agrees to serve as consultant and service provider in connection with instructional design and delivery of supplemental instruction for student(s). (Student list attached).

2. TERM. The term of the Agreement shall be from the date of its execution until the objectives set forth in the individual student plan(s) have been achieved; or student fails to attend 2 sessions; or if parent withdraws; or the amount available for such services is expended. In no case will this agreement extend beyond July 31st of the school year in which this agreement was executed.

3. PROVIDER OBLIGATIONS will include:

- A. Design and implement supplemental services, to identified students, including materials related thereto. The PROVIDER and the parent/guardian of eligible student, who have chosen the Provider, shall develop an Individual Student Learning Plan (Attachment B) setting forth the specific achievement goals, the services to be provided to meet those goals, the manner in which progress is to be measured and various reporting options including a timetable for achieving the stated goals. PROVIDER/TUTOR, Parent, and Student shall complete a compact of commitment toward student goals. (Attachment C)

Such services shall promote student learning as measured by students' increased academic performance as measured by standardized testing, including but not limited to, the Washington State Measurement of Student Progress (MSP). Such instruction will take place outside the regular school day.

- B. PROVIDER shall monitor student's progress utilizing the method of measuring his or her success set forth above and shall report progress of the student toward meeting the specific achievement goals directly to the student's parent/guardian. Progress reporting, both informal and formal, will be outlined in the Summary of Services (Attachment A) provided to the District. PROVIDER will inform parents and school of children receiving supplemental educational services data on the progress toward increasing achievement, in a format and, to the extent practicable, a language that such parents can understand.

Furthermore, Attachments A through G are required parts of this Agreement. District will receive Attachments A-C prior to service implementation. District receives copies of any/all attachments according to the agreement timeline.

- C. Ensure instruction provided and content used are consistent with that of the district and with the state of Washington's essential academic learning requirements.
- D. Meet all applicable Federal, State, and local health, safety, and civil rights laws.
- E. Ensure all instruction and content are secular, neutral, and nonideological.

Assurances: The Provider shall:

- 1. Assume full responsibility for any damages caused by this negligence or that of its employees or agents;
- 2. Assume full responsibility for all payroll related items, properly account for and file any necessary returns and forms required thereof;
- 3. Assume full responsibility for injuries occurring to its employees while in the course of employment, and protect itself against liability therefore by means of Worker's Compensation insurance or otherwise as it sees fit; and,

4. Comply with all laws, federal and state, which may regulate the performance of this agreement, and keep records showing such compliance, and furnish proof of such compliance as may be rightfully demanded for audit or other legitimate need.

F. Confidentiality:

1. PROVIDER shall not disclose to the public the identity of any student eligible for, or receiving, supplemental educational services under the NCLB Act without the written permission of the parent/guardian of such a student consistent with the confidentiality provisions of the Family Educational Rights Privacy Act.
2. Furthermore, prior to the PROVIDER sharing any information outside the DISTRICT, with exception to its reporting requirements required by OSPI, the Provider shall receive written permission from the DISTRICT to do so.

4. DISTRICT'S OBLIGATIONS. District will participate and cooperate as follows:

- A. Consult with PROVIDER and permit PROVIDER an opportunity to determine impact on student performance and make recommendations to DISTRICT in connection with individual student progress and performance.
- B. Budget funds and authorize payment of expenses to PROVIDER.
- C. Collect and retain documentation

5. MUTUAL OBLIGATIONS. Both Provider and District agree to:

- A. Confer and agree to the content of any official announcements regarding this contract, its contents, objectives, and results.
- B. Promptly inform the other party of any issues and problems that may arise during the development and implementation of services.
- C. Grant permission to the other party upon reasonable request to share information regarding the services provided consistent with the confidentiality provisions of the Family Educational Rights Privacy Act.

6. PAYMENT:

- A. DISTRICT shall compensate PROVIDER for tutoring services at a cost not to exceed \$1236.00 per student per fiscal year. The DISTRICT shall pay for services provided.
- B. The payment will occur at the DISTRICT'S next accounts payable cycle from the date of invoice (with designated backup reporting documents) submitted by PROVIDER which is consistent with this Agreement.
- C. Final invoice shall be submitted no later than July 31st.

7. TERMINATION:

- A. In the event that provider fails to meet the obligations set forth hereunder, the District may terminate this agreement at any time. If this contract is so terminated, the District shall be liable only for payment required under the terms of the contract for services rendered or goods delivered prior to the effective date of termination.

- B. Provider may request termination after giving ten (10) days written notice to the District. Prior to termination, Provider will provide a report containing information on the progress of the child to the District and parents. Upon receipt of said report, District will make payment as stated above. The parties shall have no further obligations under this Agreement.

- C. The parent/guardian may submit a Withdrawal Request form at any time, and if the District deems the reason for withdrawal valid, then A above will govern.

(Superintendent) (Date)

(Provider) (Date)

(Name of Contact)

(Contact Info: Phone)

(Contact Info: Email)

(Social Security Number/Federal Identification
Number/Unified Business Number)