Monroe County Community School Corporation Supplemental Educational Services Contract
Monroe County Community School Corporation
SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

THIS CONTRACT entered into this 17 day of September, 2008 by and between the Monroe County Community School Corporation School Board of School Trustees of Monroe County Community School Corporation, 315 North Drive, Bloomington, IN 47401 (or its designee) (hereinafter called the “Board”), and Academia.Net its employees, agents, assignees and subcontractors (hereinafter called “The Provider”).

RECATALS

1. The Board has determined that funds are available to provide supplemental services to the number of eligible students (hereinafter “Students”) during the 2008-2009 school year,

2. The Provider has been approved by the State of Indiana as an eligible supplemental educational service provider,

3. Monroe County Community School Corporation and The Provider hereby agree that The Provider shall provide supplemental educational services under Title I, Section 1116(e) of the Elementary and Secondary Education Act (as amended) to the Students beginning on the dates identified in #14 in this Contract or on the individual SES agreements with each student through the end of the school year.

These supplemental services shall consist of tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and specifically designed to increase the academic achievement of the Students as measured by the Indiana Statewide Testing for Academic Progress-Plus (“ISTEP+”) and to enable the Students to attain proficiency in meeting the Indiana Academic Standards.

In addition, these supplemental educational services will be provided at the following locations, unless The Provider has received written permission to make alterations by Monroe County Community School Corporation SES Liaison prior to offering SES at a new location.

<table>
<thead>
<tr>
<th>Name of building or organization for tutoring session locations</th>
<th>Address</th>
<th>Room # (if applicable)</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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NOW THEREFORE, in consideration of the covenants, agreements, and conditions hereinafter set forth, the parties hereby agree as follows.

AGREEMENT

4. Description of Services. The Provider hereby agrees to provide the following services ("Services"):

a. Provide supplemental educational services according to the terms described in the individual SES agreements, Monroe County Community School Corporation SES Policies, and Indiana Department of Education's Policies and Procedures for SES. All supplemental educational services provided pursuant to this contract will be of high quality and research-based;

b. Provide written monthly reports to parents, teachers, and the Title I office as described in individual SES agreements for each student. The Provider also agrees to provide Monroe County Community School Corporation with any additional information Monroe County Community School Corporation or the State requests, so that they may fulfill their responsibilities to monitor the quality and effectiveness of the services provided;

c. Comply with all State, Federal, and Local health, safety, and civil rights laws, regulations and policies;

d. Comply with the provision that The Provider is prohibited from disclosing to the public the identity of any student eligible for or receiving supplemental educational services without the written permission of the student’s parents;

e. Provide instruction and content in SES programs that is secular, neutral, and non-ideological;

f. Provide instruction and content that is consistent with the instruction and content used by Monroe County Community School Corporation and are aligned with Indiana academic achievement standards;

g. Provide monthly progress reports to parents, teachers, and Monroe County Community School Corporation’s Title I office on a monthly basis.

h. Provide a safe and supervised environment from the time the student is delivered into the custody of The Provider until the release of the student as agreed to with the parents and The Provider;

i. Provide services to Special Populations:
ii. The Provider agrees to provide appropriate supplemental educational services and accommodations in the provision of those services to Students with disabilities under the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq. ("IDEA") and Students covered under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 ("Section 504"). If the Student has a disability or disabilities as defined under IDEA or is covered under Section 504, a description of how The Provider will provide supplemental services to the student consistent with the Student’s Individualized Education Program ("IEP") under section §1414(d) of IDEA or his/her individualized services plan under Section 504 as set forth in the SES agreement;

iii. If the Student has limited English proficiency and The Provider has agreed to serve the student, a description of how The Provider will provide supplemental services to the Student consistent with his/her language needs and abilities, including language assistance if appropriate should be set forth in the SES agreement; The Provider agrees to provide Students with limited English proficiency appropriate supplemental educational services and language assistance in the provision of those services if appropriate.

5. Payment. The Board, (following the submission of student attendance logs and the written report(s) as described in paragraph 4b and SES agreements meeting the content requirements as specified therein) upon receipt of an Invoice appropriately detailing fees and expenses, will pay The Provider the rate per child stated below for each session of instruction provided, up to a maximum of $_____ per child for the 2008-2009 school year:

<table>
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<tr>
<th>a. Rate per Session</th>
<th>b. Session Length in Minutes</th>
<th>c. No. of Weekly Sessions</th>
<th>d. Total No. of Sessions</th>
<th>e. Total Cost Item a x d</th>
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This amount shall represent payment in full per child by the Board and shall include all of The Provider’s labor and other direct and indirect costs and expenses.

The Provider must submit appropriately completed Invoices to Monroe County Community School Corporation on a monthly basis by the 15th of each month past the month the tutoring took place.

The Provider will not be paid for tutoring sessions not attended by students (due to student absence or any cancellation of tutoring sessions).

6. Additional Services. The parties agree that if additional services are required beyond
those specified in paragraph 4 above, The Provider will notify the Board of such additional services prior to performing any additional services. It is further agreed that no additional compensation shall be due or payable on account of additional services unless such services have been specifically authorized in writing by the Board.

7. Independent Contractor. The parties agree that The Provider’s relationship to the Board shall be that of an independent contractor and not as an agent, employee, partner, or joint venture, and that the employees or agents of The Provider shall not be deemed or construed to be employees of the Board for any purposes whatsoever.

8. Criminal History. The Provider hereby agrees to:

a) obtain and submit to Monroe County Community School Corporation for review a limited criminal history check for him/her and for each of The Provider’s employees, agents or subcontractors who is likely to have direct, ongoing contact with Monroe County Community School Corporation students in connection with performing Supplemental Educational Services and;

b) advise Monroe County Community School Corporation, in writing, of The Provider’s criteria for screening employees who will perform work for Monroe County Community School Corporation.

A limited criminal history provided to the Title I Office must be no more than three months old and must be obtained before the person begins to perform any work for Monroe County Community School Corporation with each new school year. Any information obtained from a limited criminal history will be used in accordance with IC 10-13-3-29.

The Provider and all employees, agents or subcontractors of The Provider that have contracts to provide services to Monroe County Community School Corporation are required by law to notify the district Title I Office if, during the course of that contract, The Provider or the employee is convicted in Indiana or in any other jurisdiction of any of the crimes listed in Indiana Department of Education’s Policies and Procedures for SES Subpart B, section 2.1, F1- F22. Any offense that is substantially equivalent to any of the offenses listed in this subsection in which the judgment of the conviction was entered under the law of any other jurisdiction; or an attempt to commit one of the foregoing crimes.

The Provider or The Provider’s employees, agents, and subcontractors are responsible for all costs associated with obtaining the limited criminal histories.

9. Non-Discrimination. The Provider and any subcontractor agree that they will comply with Monroe County Community School Corporation Non-Discrimination policy
10. **Indemnity.** The Provider hereby agrees to protect, indemnify, and save harmless the Board and its members, officers, agents, and employees from every liability, claim, demand, right of action, loss, cost, damage or expense (including attorney’s fees) on account of every injury, death, or damage arising out of any act or omission on the part of The Provider in the performance of this Contract.

11. **Insurance.** The Provider shall maintain primary comprehensive general liability insurance, including bodily injury and property damage coverage in an amount no less than $1,000,000. The coverage minimum shall apply to specific and aggregate limits. The coverage shall protect against the acts or omissions of The Provider, its officials, employees and agents. Evidence of insurance coverage for The Provider shall be promptly provided to the Board upon written request by the Board. The Provider shall immediately forward to the Board any notice of cancellation or non-renewal of coverage that it receives from its insurer and shall provide immediate notice of any actual cancellation or non-renewal. The Provider shall not refuse to submit a claim to its insurance carrier or fail to pursue insurance reimbursement in a manner that would reduce the Board’s indemnity rights under this Contract. The provider must have on file in the Title I office at Monroe County Community School Corporation certification of insurance prior to the start of tutoring.

12. **No Third-Party Beneficiaries.** Nothing in this Contract shall be construed to create or extend any rights to any third parties as third-party beneficiaries.

13. **Time of the Essence.** The Board and The Provider hereby agree that time is of the essence of this Contract. The Provider shall commence its activities as soon as practicable upon the execution of this Contract and shall perform the tasks and provide the Services contemplated herein as expeditiously as possible.

   The Provider will follow-up with referrals (parent contacts the district has given to the provider after the parent has expressed to the district they would like to select a particular provider) within a 48 hour window.

   The Provider will begin SES services by **2 weeks from the date they receive the child’s information** unless The Provider has submitted and received approval of an amendment by Monroe County Community School Corporation to revise this start date.

14. **Term.** This Contract shall be effective from the date first written above to and including July 31, 2009 unless earlier terminated under paragraph 16.

15. In the event of termination, The Provider shall be compensated for all Services rendered as billed and itemized to the date of termination.
16. **Termination.** This Contract may be terminated as follows:

a) Upon the mutual agreement of the parties;
b) Upon the death or disability of the Provider;
c) Without cause by The Provider effective thirty (30) days after written Notice to the Board;
d) As per Indiana Department of Education’s Policies and Procedures for SES Subpart E, section 10.0;
   1) A school district may, with written IDOE consent, terminate a provider’s agreement *for an individual student* if the provider is unable to meet that student’s specific achievement goals within the timetable set out in the original signed agreement between the district, provider, and parent(s);
   2) A school district may, with written IDOE consent, terminate the services of a provider *district-wide* if the provider has violated any contractual conditions that were agreed upon in the signed contract between the provider and the district;
   3) A school district may, with written IDOE consent, terminate the services of a provider *district-wide* if the provider has violated its requirement to complete limited criminal background checks prior to its employees beginning to work with the district’s SES students;
   4) A district may, with written IDOE consent, terminate a provider’s contract *district-wide* if the provider has not begun the provision of services to students in a timely manner, as defined and agreed upon in the signed contract and/or amendments signed between the provider and the district;

17. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Indiana.

18. **Notices.** Notices shall be in writing and delivered in person or by certified mail, postage prepaid, to the Business Manager of the Board or to The Provider at the address set out in the first paragraph of this Contract or such address as specified by either party in a Notice under this paragraph. Notice shall be deemed given at the time of personal delivery or three (3) days after the date of mailing if sent by certified mail.

19. **Waiver.** Any failure to insist upon strict compliance with any of the terms, covenants or conditions of this Contract shall not be deemed a waiver of any such term, covenant or condition.

20. **Subcontracting.** When the term The Provider is used, unless the context clearly is otherwise, such term shall also include The Provider’s subcontractors.
21. **No Assignment.** Except as otherwise provided herein, neither party shall assign this Contract or its rights or duties hereunder without the express written consent of the other party.

22. **Entire Contract.** This Contract constitutes the entire agreement between the parties and no modifications shall be effective unless an amendment is submitted in writing and signed by the parties.

23. **SES Software.** In the event that Monroe County Community School Corporation purchases SES software to track invoicing and attendance, Providers will be required to utilize the system.

IN WITNESS WHEREOF, the parties have executed this Contract at Monroe County Community School Corporation on the day first mentioned above.

THE BOARD OF SCHOOL TRUSTEES
OF MONROE COUNTY COMMUNITY SCHOOL CORPORATION

| Name of Provider Organization | Teresa Grossi, Board President  
| Authorized Board Rep’s Signature |
| Provider Owner or designee’s Printed Name | Deb Prenkert,  
| Title I Specialist, Signature |
| Provider Owner or designee’s Signature | Date |
SUPPLEMENTAL EDUCATIONAL SERVICES AGREEMENT
TITLE I, SECTION 1116(e) of ESEA
Elementary and Secondary Education Act (as amended)

I. GENERAL INFORMATION

ESEA, Section 1116(e)(3) AGREEMENT. In the case of the selection of an approved provider by a parent, the provider shall—

(A) Develop, in consultation with parents and Monroe County Community School Corporation, a statement of specific achievement goals for the student, how the student’s progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student’s individualized education program under Section 614(d) of the Individuals with Disabilities Education Act;

(B) Describe how the student’s parents and the student’s teacher or teachers will be regularly informed of the student’s progress;

(C) Agree to provide for termination of such agreement if the provider is unable to meet such goals and timetables;

(D) Agree to provisions with respect to the making of payments to the provider by the local educational agency;

(E) Agree not to disclose to the public the identity of any student eligible for, or receiving, supplemental educational services under this subsection, without the written permission of the parents of such child.

This agreement is issued by The Board of School Commissioners with the ______________________ (Provider) to provide supplemental educational services to ______________________ (Student), beginning ______________________ (Date) and ending ______________________ (Date).

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<thead>
<tr>
<th>School District</th>
<th>Contact Person:</th>
<th>Telephone</th>
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<tbody>
<tr>
<td>Monroe County Community School Corp.</td>
<td>Deb Prenkert</td>
<td>812-330-7700</td>
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<tr>
<th>School District SES Office Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<tr>
<td>315 North Drive</td>
<td>Bloomington</td>
<td>IN</td>
<td>47401</td>
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<tr>
<th>Provider</th>
<th>Contact Person</th>
<th>Telephone Area/No.</th>
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<tr>
<td>Academia.Net</td>
<td>Joseph Becker</td>
<td>651-771-8883</td>
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<th>Provider Address</th>
<th>City</th>
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<th>Parent/Guardian Address</th>
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<tr>
<th>Student</th>
<th>School #</th>
<th>Grade Level</th>
<th>Telephone Area/No.</th>
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<td>Fairview</td>
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<th>Student’s DATE OF BIRTH</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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Supplemental educational services are being offered to this student to increase her/his academic achievement. These services may include academic assistance such as tutoring, remediation and other educational interventions, consistent with the content and instruction used by the school district. These services are also aligned with Indiana’s academic content standards. [ESEA Section 1116(e)(12)(C)].
III. RESPONSIBILITIES/ASSURANCES

Payment to Provider
The school district agrees to pay the provider the amount indicated per child for each session of instruction provided for, up to a maximum payment of what is allowable by law.

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<tr>
<th>a. Rate Per Session</th>
<th>b. Session Length in Minutes</th>
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<th>d. Total No. of Sessions</th>
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Location of Services
Services will be provided in the following location:
Provider is responsible for the supervision and safety of the students.

Timing of Services
Services will be provided beginning on ________________ (date), according to the following schedule:

Transportation
Transportation will be provided one way home from Fairview Elementary School at the end of the tutoring session or reimbursement for one way to a tutoring company.

Assurances agreed to by Provider
The provider agrees to the following:
- No disclosure will be made to the public of the identity of any student eligible for receiving services without the written permission of the student's parents.
- Provider will start tutoring by the date set within this agreement.
- Supplemental educational services will be provided consistent with applicable health, safety, and civil rights laws.
- Supplemental educational services will be consistent with the instructional needs of the student and the state's academic standards.
- The provider will maintain financial soundness.
- The provider will uphold and follow the Student Harassment Policy Guidelines and Procedures of the Monroe County Community School Corporation.
- The provider agrees to complete criminal background checks on employees before employees engage in work with any SES students and also agrees to submit background checks to the district for approval prior to employees being permitted to work with any of the district's students.
- The provider will maintain records of each student's attendance using the MCCSC provider record sheet and dates of service and submit this information on a monthly basis for payment.
- Instruction provided will be secular, neutral, and non-ideological.
- The provider will send both the Parents and MCCSC Title I Specialist a monthly academic progress report.
- A pre and post assessment will be conducted to measure student growth. The results will be included in the student progress reports.

Responsibility of the School District
The school district will pay the provider the agreed-upon fees as based on services rendered per monthly submission of MCCSC provider record sheet.
- Designated staff will monitor progress of the student using the monthly progress reports submitted by the provider.
- Designated staff will develop, in consultation with parents and the provider, achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's Individualized education program under Section 614(d) of the Individuals with Disabilities Education Act;

Responsibilities of the Parents/Guardians
Parents are expected to be active participants in the supplemental educational services program with their child. The provider is required to maintain communication with the parent (see above). In return the parent agrees to:
- Set the academic achievement goals with the provider, the district representative and the student.
- Communicate with the provider about any special needs of the student.
- Assure that the student will be present for services.
- Participate in at least one meeting with the provider.
- The parent/guardian will be at the home when the tutoring is provided in the home.
- Review progress reports with the student.
- Contact the provider in advance of reasonable absences and reschedule the missed sessions.
- Fill out complaint form against SES providers if unhappy with the tutoring service and wanting to terminate the contract.

Responsibilities of the Student
To be successful, students need to be responsible for their learning. The student agrees to:
- Help set academic achievement goals.
- Attend sessions as agreed upon with the provider.
- Complete assignments.
- Receive feedback on assignments.
- Ask questions and communicate with the provider.
- Share information with parents.
Events that May Result in Termination
This agreement may be terminated for the following reasons:
- The student misses more than three local sessions or the student does not utilize the internet services more than three sessions without an excuse as determined by the school district.
- The provider fails to comply with the above assurances.
- The parent and provider mutually agree that the services are not meeting the needs of the student.
- The student transfers to a non-eligible school.
- The student is left unsupervised at any time while in the provider’s care.
- In the event of termination prior to the time period stated above, payments shall be prorated and made only for services provided.
- In addition, a contract may be terminated if any of the conditions from IDEO’s Policies and Procedures for SES Subpart E, Section 10.0 exist.

VI. GENERAL PROVIDER PROVISIONS
The provider agrees to deliver services to the child for the purpose of helping him or her reach proficiency in meeting the state’s academic achievement standards in math and/or reading.

1. Describe the services that will be provided to the student based on his/her needs and consistent with the content and instruction provided by the school district. Check the appropriate form of instructional delivery.
   - One-on-one tutoring services tailored to the student’s learning needs
   - Small group instruction tailored to the student’s learning needs
   - Online services tailored to the student’s learning needs

2. Describe the areas of instruction that will be the focus of the child’s services.
   - Reading and Language Arts Standards
     - Standard 1 Reading: Word Recognition, Fluency and Vocabulary Building
     - Standard 2 Reading: Reading comprehension
     - Standard 3 Reading: Literary Response and Analysis
     - Standard 4 Writing: Writing Process
     - Standard 5 Writing: Writing Applications
     - Standard 6 Writing: Written English Language Conventions
     - Standard 7 Listening and Speaking: Skills, Strategies, and Applications
   - Math Standards
     - 1. Number Sense
     - 2. Computation
     - 3. Algebra and Functions
     - 4. Geometry
     - 5. Measurement
     - 6. Statistics and data Analysis
     - 7. Problem Solving
     - 8. Communication
     - 9. Reasoning and Proof
     - 10. Connections
     - 11. Representations

3. Describe the assessment tools that will be used to measure the student’s performance in relation to stated achievement goals.
   - Pre-Test Assessment Tool
   - Post-Test Assessment Tool
   - Ongoing Assessment Tool
   - Ongoing Assessment Frequency

4. Describe the objectives of the services and the timeline for meeting the objectives. Objectives are measurable, time-limited, and logically related to the scope of the services as listed in Item 2.

5. Describe the performance measures necessary to meet the objectives in a timely manner.

6. Describe how the student's parents and designated school district staff will be informed of the student's progress.
   A monthly progress report will be provided to the parent and the designated district staff. The report will reflect performance on ongoing assessments used by the provider and an indicator toward the achievement goal.

7. Outline the timetable for improving the student’s achievement. In the event of a student with disabilities, the timetable will be consistent with the student’s Individualized education program under Section 614(c) of the Individuals with Disabilities Education Act.
   Services will be provided: _____ hours per day
   For a total of: _____ hours of service
   _____ days per week
   _____ weeks

8. If Student has a disability or disabilities as defined under the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq. ("IDEA") or is covered
under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 ("Section 504"), Provider agrees to the following description of how it will provide supplemental services to Student consistent with Student’s individualized education plan ("IEP") under section 614(d) of IDEA or his/her individualized services under Section 504:

9. If Student has limited English proficiency, Provider agrees to the following description of how it will provide supplemental services to Student consistent with his/her language needs and abilities, including language assistance if appropriate:

V. SIGNATURES

PARENTS—YOU MAY SIGN ONLY ONE SUPPLEMENTAL SERVICES AGREEMENT PER SCHOOL YEAR FOR YOUR CHILD.

Parents:
WE ACCEPT RESPONSIBILITY FOR THE PROVIDER WE HAVE CHOSEN AND UNDERSTAND THAT CHANGING PROVIDERS IS ACCEPTABLE IF EXTENUATING CIRCUMSTANCES EXIST. HOWEVER, WE UNDERSTAND THAT IT IS THE PARENT’S RESPONSIBILITY TO CONTACT THE TITLE I OFFICE TO DISCUSS THE SITUATION WHEN REQUESTING A CHILD BE PERMITTED TO CHANGE PROVIDERS.

All Parties:
WE HEREBY CERTIFY that we have read this Supplemental Services Agreement and agree to its provisions.

![No Child Left Behind Logo]

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<th>Date Signed</th>
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POLICIES AND PROCEDURES
for
Supplemental Educational Service Providers
2008-2009

Monroe County Community School Corporation
INTRODUCTION

SUBPART A: Enrollment Forms
   Section 1.0: Description of Monroe County Community School Corporation Enrollment Process

SUBPART B: Criminal Background Checks
   Section 2.0: Monroe County Community School Corporation General Policies regarding Criminal Background Checks
   Section 3.0: Unacceptable Arrests or Criminal Convictions

SUBPART C: Student Attendance
   Section 4.0: Verification of Sessions Attended
   Section 4.1: Directions for Completing Monroe County Community School Corporation Student Attendance Form
   Section 5.0: Student No-Shows
   Section 6.0: Cancellation of Session(s)

SUBPART D: Invoicing
   Section 7.0: Requirements for Invoice Submission
   Section 8.0: Provider Inquiries regarding Submitted Invoices

SUBPART E: Recruiting/Marketing
   Section 9.0: Acceptable Recruitment and Marketing Techniques
   Section 10.0: Unacceptable Recruitment and Marketing Techniques

SUBPART F: Employment of Staff
   Section 11.0: Employment of District Teachers
   Section 12.0: Employment of District Title I staff or SES Liaisons

SUBPART G: Tutoring Schedules
   Section 13.0: Dates, Times, & Locations of SES tutoring sessions
   Section 14.0: Changes to Tutoring Schedules

SUBPART H: Transportation
   Section 15.0: Monroe County Community School Corporation Transportation Policy for SES providers

SUBPART I: Use of School Space by SES Providers
   Section 16.0: Fees for Use of School Space by SES Providers
   Section 16.1: Policies Regarding Use of School Space by SES Providers
   Section 16.2: Selection of Providers when Space is Limited

SUBPART J: District Cancellation of Provider Contract
   Section 17.0: Grounds for District Cancellation of a Contract

SUBPART K: Communication with Monroe County Community School Corporation
   Section 18.0: Contacting Monroe County Community School Corporation Title I Office
   Section 19.0: Contact Information
Monroe County Community School Corporation
Supplemental Educational Service Provider
Guidelines

Introduction:

Monroe County Community School Corporation welcomes all Supplemental Educational Services providers approved by the Indiana Department of Education. We invite you to join us as instructional partners in the common goal of assisting students in improving their academic performance.

The purpose of this document is to inform you of Monroe County Community School Corporation's guidelines regarding Supplemental Educational Service Providers. Please review the following guidelines and use them throughout the course of providing services in Monroe County Community School Corporation during the 2008-2009 school year.
Subpart A: SES Enrollment Forms

Section 1.0: Description of Monroe County Community School Corporation's Enrollment Process

• **Description of Enrollment Process**

Monroe County Community School Corporation offers SES to two elementary schools within our district. Fairview Elementary School which is in year 5 of school improvement and Highland Park Elementary School with is in year 2 of school improvement. Both schools have an open enrollment period throughout the school year. We send letters home to every family that qualifies and we also send home information to students who are new to Fairview and Highland Park throughout the school year. Both schools offer SES continuously throughout the school year. In addition to sending letters home to all students who qualify at the beginning of the school year, we also advertise in newsletters, back to school nights, and by sending letters to families from the classroom teachers. The families fill out a selection form and turn it into their school office. The forms are then forwarded to Deb Prenkert the Title I Specialist for MCCSC. After the Title I specialist has verified the student is eligible for SES, the approved provider will be contacted and the family’s information will be given to the provider.

After the family information has been given to the provider, the provider will set up a mutually convenient time with the parent to administer the pre-test. Once the pre-test has been completed, the provider will use the information to determine appropriate goals for that child based on the child’s needs. The provider will then contact the parent and Title I Specialist to review the SES agreement and goals. If the SES Agreement is completed prior to the administration of the pre-test and therefore, generic goals were originally used in the SES agreement, the provider must send a supplemental SES Agreement to the parent and Title I Specialist, after the pre-test has been administered, with more in-depth goals based on the pretest information.

• **Description of Enrollment Form**

  o See attached enrollment form for 2008-2009 for Highland Park and Fairview. Attached to the SES application is the list of approved providers for Monroe County Community School Corporation for 2008-2009.

• **Enrollment Form Submission**

  o If a parent contacts the provider prior to receiving approval of their selection/enrollment from MCCSC, the provider may give general information about their tutoring company. However, the provider must wait to set up a pretest or tutoring schedule until the Title I Specialist has contacted the provider and given approval to go forth with the tutoring. Approved service providers are not allowed to
submit SES Applications or SES enrollment forms on behalf of a parent. Parents must submit these forms to the school office or Title I specialist. The Title I specialist will process enrollment forms and will notify the provider as to the approval or denial of the enrollment form within fourteen (14) business days. Providers will not be paid for services provided to any students without a district approved enrollment form.
Subpart B: Criminal Background Checks

Section 2.0: Monroe County Community School Corporation’s General Policies Regarding Criminal Background Checks

- All SES provider staff coming in direct contact with Monroe County Community School Corporation students are required to have current criminal background checks filed with the Title I office. These criminal history checks need to be completed and submitted to Monroe County Community School Corporation for each employee working with our students prior to any employee having any interactions with participating students.

- Invoices will not be considered for payment until all SES provider staff working with Monroe County Community School Corporation students have current criminal histories on file with the Title I office.
  - The provider must submit new criminal history checks each time a provider hires a new employee that will be interacting with SES students. The background checks must be updated each new school year.

- Please note that the Indiana Department of Education’s Policies and Procedures for SES provides Monroe County Community School Corporation, as an LEA (local educational agency), the authority to cancel the contract with a provider if criminal background checks are not provided for each employee working with our students.

Section 3.0: Unacceptable Arrests or Criminal Convictions

- Any employee arrested or convicted of crimes listed in the Indiana Department of Education’s Policies and Procedures for SES will NOT be allowed to work with any Monroe County Community School Corporation student.
Subpart C: Student Attendance

Section 4.0: Verification of Sessions Attended

- All SES providers are required to use Monroe County Community School Corporation Provider Record Sheet. These forms must be submitted with parent signatures with each invoice as they shall serve as verification that students have attended tutoring sessions for which Monroe County Community School Corporation is being invoiced. Student Attendance Forms are vital to the documentation of SES providers’ services. Providers will not receive payment for any sessions for which attendance forms are not or cannot be provided.

Section 4.1: Directions for Completing Monroe County Community School Corporation’s Student Attendance Form- MCCSC Provider Record Sheet

- Forms should be submitted on a monthly basis with each invoice. Forms should be filled out completely and correctly in ink. The originals must be mailed monthly with the invoice in order to receive payment.
- A new MCCSC Provider Record Sheet should be filled out for each child each month.
- Any MCCSC Provider Record Sheets that are not correct will not receive payment. The provider will be contacted and a correct MCCSC Provider Record Sheet and invoice must be sent in order to receive payment. A second invoice that is correct should be resent with a Letter R beside the same invoice number. This will help clear up any confusion as to which invoice has the correct information on it.
- MCCSC Provider Record Sheets should accompany the Service Provider Invoice. Late bills will be defined as invoice and record sheets that arrive at our office later than the 15th of each month past the month that the tutoring took place.

Action taken by MCCSC if late bills (as defined above) arrive throughout the 2008-2009 school year:

1. First late bill- A letter will be sent to the provider reminding them to submit their bills in a timely manner and sharing the exact consequences of a second late invoice.
2. Second late bill- MCCSC will not pay the invoice after a second late bill has arrived. Provider may not receive payment for tutoring that has taken place during that time period. The time may not be shifted on to the next billing statement.

Section 5.0: Student No-Shows

- The Monroe County Community School Corporation policy regarding no-shows (i.e. when a student is scheduled to attend a tutoring session but does not actually attend the session) is that payment will only be rendered to providers when services have been provided to students. Therefore, if a student does not attend a tutoring session, the provider will not be paid for the student’s missed session(s).
Section 6.0: Cancellation of Session(s)

- Do not cancel regularly scheduled tutoring sessions. In general, it is best not to change your routine. Instead, develop several alternative plans so that tutoring will be able to continue according to the schedule communicated to parents. For example, if an individual tutor is not available, have plans in place to cover that tutor's session. Monroe County Community School Corporation has allowed for students to miss a total of two times before the service agreement will be revoked. Parents are encouraged to call the tutor and give advance notice of any absence.

- In the extreme event that tutoring must be cancelled, Monroe County Community School Corporation requires providers to notify 1) the district’s Title I office, 2) appropriate principals, and 3) parents of SES students at least 48 hours beforehand if a tutoring session must be cancelled (i.e. due to an emergency).

- In situations when a 48 hour advance warning is not possible, the provider is responsible for ensuring that the district Title I office and SES school principal(s) have been made aware of the session cancellation and that all parents are contacted immediately regarding the cancellation and spoken to directly.
Subpart D: Invoicing

Providers must submit charges for tutoring services in the form of an invoice. Providers must invoice Monroe County Community School Corporation once each month. If there are no charges to be invoiced, providers should send Monroe County Community School Corporation a statement to that effect on a monthly basis.

Section 7.0: Requirements for Invoice Submission

Before being processed for payment, all invoices must also include the MCCSC Provider Recorder Sheet in the same mailing. The invoices must include:

1) An invoice number;
2) Beginning and ending dates of the period in which services were provided/completed. (For example: Nov. 1, 2005-Nov. 30, 2005);
3) A description of the services provided;
4) A description of the location where services were provided;
5) A description of the students served;
6) Student names in alpha order according to the school. Invoices must include ONLY the names of students for whom the provider has an approved SES agreement on file with the Monroe County Community School Corporation Title I office;
7) Signed Monroe County Community School Corporation Provider Record Sheet. Only one sheet per student per billing cycle- This must also be mailed along with the invoice.
8) Academic documentation (i.e. progress reports or notes detailing academic progress of students included with the invoice).

Section 8.0: Provider Inquiries Regarding Submitted Invoices

If you have questions regarding the submission of an invoice or a MCCSC Provider Record Sheet, please contact Deb Prenkert at 812-330-7700 ext. 3461 or Terri Burks at 812-349-4793.
Subpart E: Recruiting & Marketing

Section 9.0: **Acceptable Recruitment and Marketing Techniques**

Providers should:

1) Develop marketing materials that are readable and understandable for parents of SES eligible students. This could mean translating materials into other languages, as applicable;

2) Develop a clear marketing plan and put action steps in place within their organizations to deal with parent interest or inquiries in a timely fashion.

3) Provide Monroe County Community School Corporation’s Title I Office with recruitment brochures or flyers so that our staff can distribute these materials on your behalf to our SES schools.

4) Contact Monroe County Community School Corporation’s Title I office if there is a concern about whether any additional recruitment/marketing practices not described in this section would be acceptable.

5) Follow the Indiana Department of Education’s Incentive Policy (see Indiana Department of Education’s Policies and Procedures for SES, Subpart G, appendix C) which outlines the state’s policy that providers are NOT permitted to use incentives to entice parents to enroll in their SES program (i.e. enrollment incentives are prohibited).

Section 10.0: **Unacceptable Recruitment and Marketing techniques**

The following recruitment/marketing techniques are NOT acceptable on Monroe County Community School Corporation’s school property, providers *should not*:

1) Allow or encourage district staff employed by the provider to recruit during the school day;

2) Offer kickbacks or incentives to district officials, principals or teachers in an attempt to persuade them to encourage parents to sign up with the provider;

3) Engage in false advertising about the provider’s program or any other provider’s program;

4) Engage in recruitment practices that encourage families to switch providers;

5) Distribute recruitment materials or engage in recruitment behavior that suggests participants will receive enrollment incentives (incentives or rewards offered to participants for enrolling with a particular provider---See Incentive Policy document from the Indiana Department of Education)

6) Distribute recruitment materials directly to SES schools
Subpart F: Employment of Monroe County Community School Corporation Staff

Section 12.0: Employment of District Teachers

As stated in the Indiana Department of Education’s Policies and Procedures for SES, providers are permitted to hire teachers who work for school districts. However, district teachers working for SES providers must abide by the following guidelines:

1) Monroe County Community School Corporation employees working for providers must follow Indiana Department of Education’s Policies and Procedures for SES guidelines detailed in Subpart F, Section 13, I-15;

2) Monroe County Community School Corporation employees cannot promote one SES provider over another provider during district contracted services hours;

3) Monroe County Community School Corporation employees MUST follow district regulations related to student recruitment and distribution of promotional materials (see Subpart E Section 9.0 & 10.0). However, Monroe County Community School Corporation employees cannot distribute promotional materials on school grounds or directly to parents and students on district property during district contract hours (see #4);

4) Monroe County Community School Corporation employees must maintain compliance with Monroe County Community School Corporation’s employment contract;

5) During contracted service hours, Monroe County Community School Corporation employees may provide information about SES as representatives of the district, fulfilling obligations under 20 U.S.C. § 6316(e)(2). Monroe County Community School Corporation employees may offer general information about SES tutoring services and general information about ALL providers, and may encourage students to find out more about SES in general. However, during Monroe County Community School Corporation contracted services hours, a Monroe County Community School Corporation employee MAY NOT promote one provider over another.

Section 13.0: Employment of District Title I staff or SES liaisons

District employees who are directly responsible for the administration of SES or Title I programs, such as district SES liaisons or Title I program administrators, may NOT be employed by SES providers. This will ensure that any real or perceived conflicts of interest are avoided (see Indiana Department of Education’s Policies and Procedures for SES Subpart F, Section 13, I1)
Subpart G: Tutoring Schedules

Section 13.0: Dates, Times, & Locations of SES tutoring sessions

Providers must submit a list, in writing, of specific dates, times, and locations where tutoring will take place prior to commencing sessions at those specified locations. Providers must be sure to include exact locations (including street addresses, floor locations, and room numbers), regardless of whether tutoring takes place at one of Monroe County Community School Corporation or off campus.

Section 14.0: Changes to Tutoring Schedules

If a tutoring site changes after Monroe County Community School Corporation has been informed of a particular location, the provider MUST let Monroe County Community School Corporation Title I Office know in writing of the site change BEFORE tutoring begins at that new site.
Subpart H: Transportation

Section 15.0: Monroe County Community School Corporation Transportation Policy for SES providers

1) **Highland Park Students**: Monroe County Community School Corporation will **not** provide transportation for SES students from Highland Park.

2) **Fairview Students**: Transportation for Fairview Elementary School students will only be provided one way home (must be located in the Fairview attendance area) from school or reimbursement for one way to a tutoring company.
Subpart I: Use of School Space by SES Providers

Section 16.0: Fees for Use of School Space by SES Providers
- Providers who are interested in using school space may do so for a building use fee of $28.00 per hour. Providers need to contact the Title I Specialist at 812-330-7700 ext. 3461 if they are interested in using the building space.

Section 16.1: Policies Regarding Use of School Space by SES Providers
- Providers must follow Monroe County Community School Corporation's Board of School Trustees approved Policy and Guidelines for use of school facilities section 7510.

Section 16.2: Selection of Providers when Space is Limited
- MCCSC will ensure that process for determining school space use for providers who will use school space is fair when there is not enough space for all the providers who have expressed an interest. The district will use a lottery system to ensure that the process is equitable.
Subpart J: District Cancellation of Provider Contract

Section 17.0: Grounds for District Cancellation of a Contract

- In accordance with the Indiana Department of Education, MCCSC will do the following prior to any cancellation of a contract: 1) offer providers an opportunity to resolve a conflict, 2) submit substantial evidence to IDOE that a contract cancellation is warranted and that all attempts to resolve a conflict have been exhausted, and 3) receive approval from IDOE to cancel a contract.

1) Monroe County Community School Corporation, with written IDOE consent, will terminate a provider’s agreement for an individual student if the provider is unable to meet that student’s specific achievement goals within the timetable set out in the original signed agreement between the district, provider, and parent(s);

2) Monroe County Community School Corporation, with written IDOE consent, will terminate the services of a provider district-wide if the provider has violated any contractual conditions that were agreed upon in the signed contract between the provider and Monroe County Community School Corporation;

3) Monroe County Community School Corporation, with written IDOE consent, will terminate the services of a provider district-wide if the provider has violated its requirement to complete criminal background checks prior to its employees beginning to work with Monroe County Community School Corporation SES students;

4) Monroe County Community School Corporation will, with written IDOE consent, terminate a provider’s contract district-wide if the provider has not begun the provision of services to students in a timely manner, as defined and agreed upon in the signed contract between the provider and Monroe County Community School Corporation.
Subpart K: Communication with Monroe County Community School Corporation

Section 18.0: Contacting Monroe County Community School Corporation Title I office

Providers are encouraged to contact Monroe County Community School Corporation’s Title I office to communicate questions or concerns related to SES issues. Providers who wish to arrange a meeting should contact our Title I office to make an appointment for a conference or meeting. It is our goal to increase student achievement and eliminate achievement gaps. We look forward to working with you in this collaborative effort!

Section 19.0: Contact Information

Deb Prenkert, Title I Specialist
315 North Drive
Bloomington, IN 47401
812-330-7700 ext. 3461
812-349-4793
812-330-7813 Fax Number- For Administration Building for MCCSC
FREE TUTORING!!!
SUPPLEMENTAL EDUCATIONAL SERVICES
PROVIDER SELECTION FORM

September 16, 2008
If your child is eligible to receive free or reduced-price lunch and attends Fairview Elementary School your child qualifies to receive free tutoring. Please read the information below and respond by checking the box that applies:

☐ Yes! I would like my child/legal ward __________________ to participate in free tutoring. (Write child’s name)

If you checked the above box, please read the statements below.

- I understand that the district will enter into an agreement with the provider, and will meet with me and the provider to set academic goals for my child.
- I understand that the provider will regularly inform me and my child’s teacher(s) of my child’s progress.
- I understand that if funds are insufficient to cover the tutoring services for all of the students who choose to participate, that participation will be based on prioritized academic need as defined by the district.
- I understand that I have the right to terminate services early if progress made is unsatisfactory or the provider does not fulfill requirements as outlined in the agreement.
- I understand that my child’s name, phone number, address, and academic information (this would include IEP information) will be given to the selected provider.
- I understand that the tutoring will begin only after all parties (district, provider, and parent/guardian) have signed the agreement.
- I understand that I have the right to choose my provider from the approved Indiana SES Provider List (enclosed in this packet) Please write the name of the provider on the line below.

*If you would like help choosing a provider or have questions about SES Tutoring, please call Title 1 Specialist, Deb Prenkert at 330-7700 ext 3461

☐ No, I would not like my child/legal ward to participate this academic year in the Supplemental Educational Services free tutoring program.

________________________________________  ____________________________
Signature of parent/guardian                                      Date

________________________________________  ____________________________
Printed name of parent/guardian                                    Daytime telephone number

________________________________________  ____________________________
Address, City, State, Zip Code                                    Evening telephone number

________________________________________  ____________________________
Name of Child ___________________________ Grade of Child ___________ Is child on IEP? ___

Please return this form to Fairview Elementary School Office by September 30, 2008