

**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, 2009 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 **Summer Advantage USA Tutoring Services** its employees, agents, assignees and subcontractors (hereinafter called “The Provider”).

**RECITALS**

1. The Board has determined that funds are available to provide supplemental services to the number of eligible students (hereinafter “Students”) during the 2009-2010 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.

Name of building or organization for tutoring session locations	Address	Room # (if applicable)	City	State	Zip Code

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 2009-2010 school year:

a. Rate per Session	b. Session Length in Minutes	c. No. of Weekly Sessions	d. Total No. of Sessions	e. Total Cost <i>Item a x d</i>

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 an expanded criminal history check and sex offender 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.

An expanded 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- F20. 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, 2010 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 expanded 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

<hr/> Name of Provider Organization	<hr/> Dr. Jeannine Butler, Board President Authorized Board Rep's Signature
<hr/> Provider Owner or designee's Printed Name	<hr/> Deb Prekert, Grant Coordinator, Signature
<hr/> Provider Owner or designee's Signature	<hr/> Date