

**No Child Left Behind Act of 2001
Supplemental Educational Services Contractual Agreement
2009-2010**

This Contract is made and entered between The School Board of Miami-Dade County, Florida, (“School Board”) and _____ (“Provider”) for the purpose of providing Supplemental Educational Services (“SES”) to eligible students pursuant to the No Child Left Behind Act of 2001 (“NCLB”). “Eligible students” are those students identified by the School Board who meet specific requirements under Title I, pursuant to the NCLB, and as otherwise specified herein.

I. The School Board agrees to:

A. PARENT NOTIFICATION

The District will notify parents of eligible students annually (during years when it is required by NCLB to offer SES) of the opportunity to obtain SES and provide them with a list of State-Approved SES providers.

B. ASSIST PARENTS

The District will assist parents, if requested by them, in obtaining additional information regarding state-approved SES Providers that are available to serve their child(ren);

The District will develop an agreement, in consultation with each eligible student’s parent/guardian and the Provider, as described in Section III. F. below. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as defined by Florida law or pursuant to a court order assigning or determining parental rights.

C. STUDENT CONTACT INFORMATION

The District will notify the Provider of the student’s name, school, address and telephone on record, and allow the Provider to initiate contact with the student’s parents for the exclusive purpose of providing SES for the current school year, once parents select a Provider for their child(ren).

D. PROVIDER COMPENSATION

Provide compensation to the Provider upon receipt of a complete and correct invoice as described in Section III. S. below at a rate of \$_____ per hour for each student. An instructional session shall be _____ minutes in length. In no event shall the total cost per year for any individual student exceed the State-approved SES per pupil allocation. At this time, the 2009-2010 per pupil allocation is 1,593.00.

II. The Provider certifies and guarantees that it:

A. APPROVED STATUS

1. Is on the Florida Department of Education's current list of State-Approved SES Providers for Miami-Dade County and will provide services in accordance with the requirements of the 2009-2010 No Child Left Behind Supplemental Educational Services Request for Applications issued by the Florida Department of Education;
2. Has a demonstrated record of effectiveness in increasing the academic achievement of students in subjects relevant to meeting the state's academic content and student achievement standards;
3. Is capable of providing SES that are consistent with the instructional program of the School Board and the State in both content and achievement standards;
4. Will deliver tutorial services consistent with the information provided to the State in its application to become a State-Approved SES Provider, including grades served and minimum students to be served at a location; and;
5. Is financially sound and otherwise capable of fulfilling its requirements to the School Board, students and parents during the term of this Contract.

B. MINIMUM STUDENT REQUIREMENT

Will provide services to students from any school where at least _____ students have selected services from said Provider and been assigned to same. Failure to deliver services to students from any school that has met the minimum number of students established above will constitute a default on the part of the Provider.

C. MAXIMUM STUDENT REQUIREMENT

Will provide services to a maximum of _____ students in the District, as indicated by the Provider in the 2009-2010 Supplemental Educational Services Letter of Intent. Failure to deliver services to all students assigned to the Provider without documentation to the District, as agreed upon in Section III. E. of this agreement, will constitute a default on the part of the Provider.

III. The Provider agrees that:

A. MEETINGS

The Provider will attend any and all District conducted mandatory Provider Orientation, Technical Assistance, End of Year, or other meetings as may be required from time to time. The District will notify the Provider of the meeting times and dates at least five (5) days in advance of the scheduled meeting by the District.

B. MARKETING MATERIALS

All marketing materials including posted materials used by providers to promote SES services in Miami-Dade County shall be translated into Spanish and Haitian-Creole and include a disclaimer specifying that, "Distribution of this information does not imply endorsement or recommendation by Miami-Dade County Public Schools (M-DCPS)". Additionally, marketing materials distributed to parents must include a notice advising parents that, "In order for your child to be eligible for free tutoring, your child must attend a Title I School that has been designated as a 'School In Need of Improvement (SINI)' and must be eligible for Free or Reduced Price Meals for the 2009-2010 school year."

All marketing materials must be submitted for review and approval to the District's Title I Administration Office, prior to distribution.

The District will notify the Provider of either approval or disapproval of marketing materials no later than ten business days from receipt by District. Any unauthorized marketing materials found by the District on School Board Property and/or at District sponsored events will be seized and disposed of by District personnel. Failure to comply with all marketing requirements will result in this Contract becoming null and void.

C. STUDENT ENROLLMENT

1. Only SES eligible students may enroll in SES Services. An **SES Eligible Student is defined as a** student from low-income family, as determined by the District, who is attending a Title I funded school that has been identified as a School in Need of Improvement (SINI), corrective action, or restructuring.
2. The Provider shall not complete the SES Application. It is the parent's sole responsibility to complete the SES Application. Any application shown to be completed and/or altered by a Provider or Provider's agent shall be declared void and will not be accepted for student assignment.
3. Eligible students may only be registered for the Provider's services by the District. The Provider shall not encourage students, nor parents to enroll in its SES program once a student is enrolled in a different SES program.
4. Recruitment of students on behalf of any specific Provider by District employees is strictly prohibited. District employees may only answer questions and provide factual information to parents regarding SES, Providers, and/or Choice Options, for the purpose of assisting parents, as described in Section I. B. above, to select the best and most appropriate option for the student's specific needs. District employees shall not be offered incentives and bonuses for recruiting students for the Provider.

D. INCENTIVES

The Provider must limit student incentives as follows:

1. Must not exceed a total of fifty dollars (\$50.00) during the 2009-2010 school year per student for all incentives;
2. Incentives must be earned by achievement and/or attendance;
3. Provider may not use/announce the availability of achievement and/or attendance incentives in its marketing efforts prior to student sign-up; and
4. Only students that have been assigned to a Provider may be informed of achievement and/or attendance incentives.

The Provider shall not provide parent incentives.

E. ASSIGNED STUDENTS/PARENT CONTACT

The Provider shall provide SES services for the 2009-2010 school year to students assigned to the Provider by the District. Parents of students assigned to the Provider must be contacted within 15 days by the Provider to schedule the completion of the Student Learning Plan (SLP) referenced in Section III. F. below.

A Provider must make at least three (3) attempts to contact the parent of a student assigned to the Provider and be able to document such attempts in writing before the Provider indicates the child cannot be served and requests that the student be removed from their list of assigned students. Such documentation must be submitted to the District.

The District may, at its discretion, remove a student from a Provider's list of assigned students if the Provider has failed to deliver services to said student in a timely fashion, provided that a timely fashion shall be defined as at least twenty (20) days beyond the date of assignment.

F. STUDENT LEARNING PLAN

Student Learning Plan (SLP) - NCLB requires each 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 student, how the student's progress will be measured, and a timetable for improving achievement. In the case of a student with disabilities, these goals must be consistent with the student's Individualized Education Program (IEP) under Individuals with Disabilities Education Act (IDEA) or the student's Section 504 Plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

Further, the minimum requirements for an SLP in Miami-Dade are as follows:

Each student assigned to the Provider must have a Student Learning Plan (SLP) completed online and the original Parent Signature Page, signed by the parent and the Provider's representative, must be submitted to the District for approval. The District reserves the right to require modification to the SLP. The Provider shall complete the online SLP prior to the commencement of services. Any student without an SLP developed and submitted online

within twenty (20) days of assignment to a Provider is subject to removal from that Provider's list and reassignment to another Provider.

A Provider may not invoice the District for any tutoring services until the student has a fully approved SLP. A student's SLP shall terminate if the student ceases to be enrolled in the District or a Title I SES eligible school.

Disapproved SLPs shall be corrected and resubmitted via the M-DCPS SES Web-Based System within five (5) business days of the disapproval date. The SLP is incorporated herein as Appendix A and shall become a term of this Contract. Such SLP agreement shall include and address:

1. The subject area(s) (in cases where the parent, school, or SES Provider disagree the school shall have final authority to decide which subject area that will be given priority;
2. A description of how the student's progress will be measured;
3. A timetable for improving student achievement;
4. A description of the post-assessment that will be administered and an expected percentage of mastery of goals;
5. Procedures approved by the District for regularly informing the student's parents, teachers, and the District of the student's progress;
6. Provision for the termination of the SLP and this Contract if the Provider fails to meet the goals and timetables specified in the agreement (this shall not limit the District's right to terminate the agreement and/or Contract as provided elsewhere in this Contract);
7. Goals and timetables develop consistent with the students' Individualized Education Plan (IEP), or Section 504 Plan, or English Language Learners Plan (ELL) for all students who may have an IEP, receiving Section 504 services or a have an ELL Plan, if applicable;

Changes to a student's SLP may only be made with the written consent of the School Board and in consultation with parents/guardians. In the event that a student misses a scheduled SES session, a make-up session may be scheduled. The parent/guardian must be notified in writing 72 hours prior to the make-up session date(s) and the make-up session date(s) shall be reflected in the student's Progress Report. Any make-up session must be scheduled within 60 days of the missed session and may not occur after the last day to provide services as specified in Section IV. A. The Provider shall not unilaterally terminate an SLP. The Provider must obtain written authorization from the School Board before terminating an SLP and parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as additional services independent

of this Contract and agreed upon in advance and in writing by the parents/guardians. **The District shall not be considered a party to such an agreement.** Such arrangements shall be completely separate and apart from any agreement between the Provider and the District. In no event shall the agreed upon charges for additional services obligate the District financially, nor shall the District incur any obligations or expense in excess of the State/Federal reimbursement amount as identified in Section I. D.

G. COMMENCEMENT OF TUTORING SERVICES

Services to students for the 2009-2010 school year must commence as soon as practicably possible but in no event later than October 15, 2009 (contingent upon Provider receipt of the District-approved student enrollment list at least 20 days prior to start date). Commencement of services is defined as the delivery of at least one unit of tutoring to the students assigned to the Provider as of September 25, 2009. In the event that assigned students are not being served by October 15, 2009, those students may be assigned to another SES Provider. Further in the event that at least one hundred percent (100%) of assigned students are not being served by October 15, 2009, the District may terminate the Provider's Contract and assign all students to other SES Providers.

H. TUTORING CONTENT

The Provider will ensure that:

- I. The content and instruction provided as part of the SES services to be delivered shall be:
 1. Research-based;
 2. Specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment system;
 3. Sufficient to enable eligible students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards;
 4. Consistent with the School Board and State curriculum content and instruction;
 5. Aligned with School Board and State achievement standards;
 6. Secular and neutral with reference to matters of religious, political and social ideology; and
 7. Consistent with federal and state law, Florida Administrative Code and as specified by the terms of this Contract.

- II. That 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 Roster, then that tutoring session will not be paid for by the District and the Provider must submit a written plan to the District to revise the tutoring sessions to bring them into compliance with the SLP before tutoring may continue.

I. TUTORING LIMITS

The Provider shall limit tutoring to six (6) hours per week. The District will not compensate any Provider for any tutoring which occurs beyond six (6) hours in a week, provided that a week shall be considered Sunday through Saturday.

J. USE OF DISTRICT DESIGNATED ONLINE SYSTEMS

- a. The Provider shall utilize the District’s SES Web-Based System to develop SLPs, develop and maintain student tutoring schedules, develop Student Progress Reports, and record and certify attendance. The Provider agrees to keep the District’s SES Web-Based System up to date within one week of services rendered. The provider shall enter units of service into the District’s SES Web-Based System within one week of services rendered. The Provider will not be compensated for hours that have not been entered into the SES Web-Based System within one week of services rendered for students who become ineligible. The District agrees to provide adequate training to Providers in the features and use of the District’s SES Web-Based System;
- b. The Provider shall maintain in the SES Web-Based System an up-to-date tutoring schedule for each assigned student, in order to ensure continuity of services, the safety of students, and the efficient monitoring of services and program implementation. The Provider shall communicate all changes in the student tutoring schedule to the parent and the student’s school.
- c. The Provider shall complete the District’s online Student Progress Report, incorporated herein as Appendix L and shall become a term of the contract, in order to ensure that parents are provided with information on the student’s progress at least monthly in an understandable and uniform format. The Provider shall provide the parents with a printed version of the Student Progress Report which they have completed online. The District and the student’s teachers may be provided with electronic reports unless written documentation is specifically requested. It is the Provider’s responsibility to maintain a printed copy of each progress report generated for a student in that student’s individual student file; and
- d. In the event that a parent requires translation of the Student Progress Report the Provider will be responsible for providing such translation services whenever practicable; however, translation of the information contained in the Progress Report into Spanish and/or Haitian-Creole shall always be “practicable”. The Provider must maintain written proof of such translations.

K. FEDERAL/STATE/LOCAL LAWS

During the term of this Agreement, the Provider shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations, including any requirements of the State Board of Education or as specified in the Florida Administrative Code, relating to the provision of SES, including securing and maintaining in

force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

The Provider must also ensure that the SES are 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 (ADA), Individuals with Disabilities Education Act (IDEA), and Section 504 of the Rehabilitation Act.

The Provider must further maintain all appropriate licenses that are required to provide SES and inform the School Board immediately if any licenses are revoked or suspended.

L. STUDENT CONFIDENTIALITY

To maintain the confidentiality of all students receiving SES and not disclose the identity of any student who is eligible for or receiving SES without the prior written permission of the student's parents/guardians, except as authorized by School Board personnel. The Provider understands and agrees that it shall comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.

M. CONTROL OF STUDENTS/STUDENT SAFETY

The Provider, while providing services, shall be solely responsible for the control and safety of all students from the time the student arrives 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 that it matches an individual allowed to care for that child if the person is unknown to the Provider. The Provider shall not release the student to any individual other than the parent/guardian, unless the parent/guardian has authorized that individual, in writing, to take custody of the student. The Provider will keep Student Emergency Contact information at hand while providing services to students. An in-home Provider shall only provide services if the parent/guardian is present in the home during tutoring sessions. The Provider shall maintain a plan of action or provisions for substitutes, inclusive of tutors, instructional materials and supplies, in the event a tutor is absent.

N. QUALIFICATIONS OF TUTORS

The Provider must ensure and certify that all tutors meet the minimum qualifications for Title I paraprofessionals, as specified in requirements outlined in the 2009-2010 No Child Left Behind Supplemental Educational Services Request for Application issued by the Florida Department of Education.

O. BACKGROUND/FINGERPRINTING/DRUG SCREENING

The Provider agrees that as a condition of entering into this Contract, it will ensure that all staff members, including any administrative personnel who may have contact with students or visit school facilities while students are present, have undergone background checks with the Florida Department of Law Enforcement, so that any person representing their organization entering school grounds or having direct contact with students shall meet Level 2 screening requirements as described in § 1012.32, Florida Statutes and have been fingerprinted and approved by the District prior to the time they begin working with students by completing for each contract period the SES Request for Fingerprinting and Drug Screening of Non-M-DCPS Employees Form incorporated herein as Appendix F and submitting the form to the Title I Administration office. The Provider agrees to conduct fingerprint screening of all applicants as required by §1012.32(2)(a), 435.04, and 1012.465 Florida Statutes, and Board Rule 6Gx13- 4C-1.021, attached hereto as Appendix B. The School Board shall perform the processing of each applicant's fingerprints.

, except in the case of a Provider that is delivering tutorial services online and whose firm and employees are located outside of the State of Florida. In the event that a Provider is providing online services, and is located outside the State of Florida, that Provider's employees may undergo a background check and fingerprint screening conducted by a law enforcement agency or other entity approved by the School Board located in their home state. The results of the background check and fingerprint screening must be forwarded to the M-DCPS Title I Administration office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other School Board approved entity that conducted the screening. The cost of fingerprinting will be borne by the Provider or the applicant.

The Provider agrees that applicants shall not be hired prior to the School Board's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement and the Federal Bureau of Investigation or School Board authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint check results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the School Board has been convicted of a violent or serious felony, or a felony involving the abuse or neglect of children, as defined by statutes.

The Provider also agrees to conduct general drug screening on all applicants that will be delivering tutoring services and/or who will regularly have contact with students, in the manner set forth in School Board Rule 6Gx13- 4-1.05 and the Miami-Dade County Public Schools Drug-Free Work Place Technical Guide, attached hereto as Appendix C. A negative drug screening result shall be a requirement for employment. The cost of drug screening will be borne by the Provider or the employee.

In the event the Provider is located outside of the State of Florida and tutorial services are provided online, a general drug screening may be conducted in the Provider's home state. The results of any drug screening conducted in the Provider's home state (outside Florida)

must be submitted directly from the administering company/clinic that has been approved by M-DCPS in an unopened/sealed envelope to Miami-Dade County Public Schools, Title I Administration Office, for review and approval by the appropriate M-DCPS personnel.

The Provider acknowledges that no payment will be made by the District to the Provider for SES delivered by a tutor prior to the tutor receiving background and drug screening clearance from the Title I Administration office.

The Provider agrees that it bears the responsibility to maintain a list of all cleared employees and to immediately notify the District of any new hires and to ensure that they have completed the background screening process before they are given any access to students.

The Provider further agrees to notify the District immediately upon becoming aware that one of its employees, who was previously cleared through the background/drug screening process, is subsequently arrested or convicted of any disqualifying offense. Failure by the Provider to notify the District of any such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction shall constitute grounds for immediate termination of this agreement.

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.

P. TRAINING LOG

The Provider must complete the Miami-Dade County Public Schools SES Provider Staff Training Acknowledgement Form and the SES Provider Training Assurance Form, attached herein as Appendix M, and shall maintain copies of both forms in addition to all training meeting agendas, sign-in sheets, and training materials for District and State monitoring compliance. The Training Acknowledgement Log will be used to record the completion of all required training by each staff and shall be retained on file at the Provider's facility. The Provider must submit the SES Provider Staff Training Assurance Form to the District by October 22, 2009. Submission of this form acknowledges that the Provider has trained all current staff and will continue to provide training to all new staff hired within the contractual year.

The Provider shall ensure that all staff members, including volunteers, have been trained and 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. The Provider agrees that all staff members will abide by such laws in a timely manner.

The Provider shall train all personnel in appropriate procedures for handling and reporting accidents or incidences when a student has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

The Provider and each staff member must sign the Provider Staff Training Acknowledgement Form, verifying that they have been trained in the administration of the Provider's SES program, its curriculum, pre and post assessment and student data reporting, District SES procedures, and all State mandated training.

Also, by signing the Provider Staff Training Assurance Form, the Provider is verifying that all current employees have been provided with all appropriate tutoring materials and supplies necessary to implement the Provider's SES program as documented on the Provider's state approved application. The Provider must abide by these procedures when training new employees throughout the year.

Q. ACCIDENT/INCIDENT REPORTING

Notify immediately by facsimile and mail within twenty-four (24) hours of an accident or incident when a student has suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

The Provider shall further be obligated to report an accident or incident to appropriate authorities with a copy to the District when it is notified or otherwise becomes aware of circumstances including, but not limited to: all allegations of molestation, child abuse, or missing children under the Provider's supervision. The Provider agrees to submit a written summary report of the occurrence to the School Board within three (3) days of original notification.

The Provider further agrees to notify the District immediately of any information that may be detrimental to the health or safety of any students or that may inhibit the Provider's performance of this Contract.

R. ACCESS TO RECORDS/FACILITIES/PERSONNEL

Provide the District and/or its representatives with access to all facilities and records as may be necessary for the District to monitor compliance with this Contract. The Provider shall notify the School Board and provide the address of the location, and any change in location, along with all required permits, certificates of occupancy, or other approvals as may be required for the intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services. The Provider shall provide access to the District's representatives to its SES facilities for periodic monitoring of each student's instructional program. The Provider must maintain a file folder for each student which shall include at a minimum each student's SLP, Student Progress Reports, attendance, work samples, and emergency contact and release instructions. Each student file shall be made available for review to the District upon request. The District's representatives shall have access to observe each student at work during the SES sessions, observe the instructional setting, interview the Provider, and review each student's progress, including a behavior intervention plan, if any.

S. INVOICING

Submit to the District (on or before the 5th of each month) monthly invoices. Monthly invoices submitted to the District shall include; a completed M-DCPS Invoice Template, the M-DCPS Certified End of Month (EOM) Report and an original M-DCPS Monthly SES Individual Student Attendance Report for all students listed on the Certified EOM Report. The Provider also agrees to provide this information in aggregate form. Such invoices shall be submitted within sixty (60) days of the rendering of services. The Provider shall maintain Monthly SES Individual Student Attendance Reports for all student receiving services. Any invoice submitted without the required documentation may be subject to non-payment. The Provider is paid only for the sessions students attend and that have been initialed by the student and the tutor(s) who provided the services. The District reserves the right to withhold payment if a review reveals that overcharges have been submitted by the Provider. **Pre-assessments and post-tests are not billable. Payment of an invoice shall not foreclose the District's right to recover erroneous, excessive, or illegal payments.**

Invoices submitted after the 15th of the month will be assessed a fee of \$60.00. For invoices submitted after the 28th of the month, a fee of \$10.00 per day shall be assessed. Invoices returned to Providers for corrections shall be resubmitted to the District within five (5) business days, otherwise, the Provider shall be assessed a fee of \$10.00 per day beyond the 5th day. Invoices returned to the Provider for corrections more than one time for the month shall be assessed an administrative fee of 2% of the total invoice amount. The District shall deduct the appropriate fees delineated above from the total invoice amount.

Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. The School Board shall process payments to the Provider within forty-five (45) business days of submission of complete and accurate invoices. Final invoices shall be submitted no later than May 5th of any calendar year, or as otherwise established by the District's Title I Administration office. Providers will be notified in writing if any modification to the date for final invoicing is established. Providers shall input student attendance data into the District's Web-Based System no less than weekly.

T. RECORDED ATTENDANCE

Recorded attendance cannot be submitted for increments of less than 30 minutes. Time reported between 30 minutes and 59 minutes shall be compensated as 30 minutes of service. The School Board shall not compensate the Provider for a full hour of services when time is reported for less than 60 minutes.

U. SCHOOL BOARD POLICIES

Follow all School Board policies, regulations and guidelines associated with all aspects of SES including marketing to parents and students, recruitment and enrollment of students for the SES program; and to work at the School Board's direction regarding the selection of those students that are to receive SES from the Provider in the event there are more students requesting SES from the Provider than can be accommodated.

V. SUPPLIES/MATERIALS

The Provider shall be solely responsible for the provision of all appropriate supplies, equipment, materials and facilities for each student as required in his/her SLP.

W. USE OF DISTRICT FACILITIES

A Provider who desires to use the District’s facilities to implement its SES must make a separate application for use of facilities through the School Board’s facilities usage procedures, as outlined in School Board Rules 6Gx13- 1D-1.10, Use of School Facilities, Application and Approval, and current Rental Charges established for SES Providers. Any Provider who has an outstanding charge for use of District facilities whose account is thirty (30) days or more delinquent, as determined by the District’s Office of Facilities Operations, Maintenance – Finance, shall be prohibited from using any District facility until such time as the outstanding balance is brought current.

Any Provider with an outstanding/unpaid balance for the use of District facilities from the preceding year will be prohibited from:

- a. entering into a new SES Contract for the following year; and
- b. renting any District facility for any purpose until such time as the delinquent facilities account is brought current.

In the event that the outstanding balance is disputed, the District’s Office of Facilities Operations, Maintenance – Finance, shall review the SES student attendance records for the dates and locations that are in dispute and make a determination as to the amount owed. In accordance with Section IV. F. of this Agreement, The School Board may withhold payment to the Provider when The School Board determines that there is an outstanding balance due for the use of school facilities.

In the event that a Provider has entered into a Facilities Usage Agreement for more classrooms and/or other spaces than will be utilized based on the Provider’s assigned number of students, those excess rooms must be released by the Provider. In as much as Ch. 2008-171 (2)(g) Laws of Florida requires that “A school district with a student population in excess of 300,000 may only charge a state-approved supplemental educational services provider facility rental fees for the actual hours that the classrooms are used for tutoring by the provider”, any room retained by a Provider which fails to be used by said Provider for any two weeks in a four week period may be removed from the Facilities Usage Agreement and made available for use by the District or any other entity.

The School Board does not guarantee the use of the school facilities.

X. RECORDS

Maintain student records and provide the School Board access to the same. All SES student records, including but not limited to attendance, assessments, and any other progress reports,

shall be kept by the Provider in a secure location which prohibits access by unauthorized individuals. The Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing SES student records. The Provider shall not forward to any person, other than the parents/guardians, any student record without the written consent of the parents/guardian or the School Board.

The Provider agrees to provide access to and copies of all SES student records to the School Board upon the School Board's request. Upon completion or termination of a student's SLP, or termination of this Contract, the Provider agrees to provide all SES student records under its custody or control to the School Board.

The School Board shall have the right to inspect and audit the Provider's facilities and records and to observe services being rendered. The Provider shall inform the District ten (10) days prior to administering post-assessments of when and where the test will take place to give the District the option to monitor or be present during the administration of the post-assessment. The Provider shall provide access to all records, reports, logs or other matters relating to this Contract for the current school year immediately upon request by the School Board. Fiscal records created pursuant to this Contract and records related to prior school years relating to SES shall be maintained by the Provider for five (5) years and shall be available for audit upon twenty-four (24) hours notice. In addition, the Provider understands and agrees that it is subject to the provisions of Chapter 119, Florida Statutes.

The Provider shall maintain daily records of student services provided, (i.e. portfolio) including the name/address of the student, the name of the Provider's employee who rendered the service, and the amount of time of such service. Said records shall be maintained in a manner and form as may be determined by the School Board. Such records are subject to the inspection requirements delineated herein. Monthly attendance records for each student shall be submitted with invoices for payment. Any invoice submitted without sufficient attendance documentation may be subject to non-payment. **The Provider is paid only for the sessions students attend.** The Provider shall permit access to and/or a copy of such records to School Board upon request.

Y. INDEMNIFICATION

To indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments fines, suits demands, investigations, proceedings, judgments, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including court costs and attorneys' fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or a third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) the Provider's directors, officers employees, agents, subcontractors, or representatives, performance or non-performance of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the Provider(s) (c) false or

inaccurate representation or warranty made by or on behalf of the Provider(s), and (d) any act or omission, negligence, or intentional acts of the Provider(s), or any of the Provider's directors officers, employees agents, subcontractors or other representatives.

That it will not attempt to, purport to, or actually lend the faith and credit of the School Board to any third person or entity.

If the Provider is the State of Florida, or an agency or political subdivision of the State as defined by Section 768.28, Florida Statutes, the Provider shall furnish the Board upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes.

Z. INSURANCE

At all times during the Agreement Term, the Provider(s) shall, at its sole cost and expense, procure and maintain in full force and effect, the insurance policies as described below. The Provider(s) shall include the School Board and its members, officers and employees as "certificate holder" on all insurance policies. The insurance carriers must be duly authorized to do business in the State of Florida, with a general Best's rating of "A-" or better and a financial size category of "IV" or better according to the A.M. Best's Rating Guide and acceptable to the Board, the following types of insurance:

COMMERCIAL GENERAL LIABILITY INSURANCE

Except as otherwise provided, the commercial General Liability Insurance provided by the Provider(s) shall conform to the requirements hereinafter set forth:

1. The Provider's insurance shall cover the Provider(s) for those sources of liability (including, but not by way of limitation, coverage for operations, Products/Completed Operations, independent Contractors, and liability Contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office;
2. The minimum limits to be maintained by the Provider(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/annual aggregate;
3. Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without any application of a deductible or a self-insured retention. The coverage for Property Damage Liability shall be subject to a maximum deductible of \$1,000 per occurrence; and

4. The Provider(s) shall include the School Board and its members, officers and employees as “additional insured” on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Board as Additional Insured using the latest Additional Insured Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The Certificate of Insurance shall be clearly marked to reflect “The School Board of Miami-Dade-County, Florida, its members, officers, employees and agents as additional insured.”

AUTOMOBILE LIABILITY INSURANCE

The Automobile Liability Insurance shall conform to the following requirements:

1. The Provider’s Insurance shall cover the Provider(s) for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability Contractually assumed, as filed for use in the State of Florida by the Insurance Services Office;
2. Coverage shall be included on all owned, non-owned and hired autos used in connection with his agreement; and
3. The minimum limits to be maintained by the Provider(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/an annual aggregate.

WORKERS’ COMPENSATION/EMPLOYERS’ LIABILITY

The Workers’ Compensation/Employers’ Liability Insurance provided by the Provider(s) shall conform to the following requirements:

1. The Provider’s insurance shall cover the Provider(s) (and to the extent its sub-Contractors and sub-subcontractors are not otherwise insured), for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employer’s Liability Act and any other applicable federal or state law; and
2. Subject to the restrictions found in the standard Workers’ Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act or any other coverage customarily insured under Part One of the standard Workers’ Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers’ Compensation Policy shall be: EL Each Accident:

\$500,000; EL Disease- Policy Limit: \$500,000; EL Disease- Each Employee: \$500,000.

3. In the event the Provider is not required to provide Workers' Compensation Insurance, as outlined in Section 440, Florida Statutes, and chooses not to provide Workers' Compensation Insurance for its employees, the Provider shall provide, on company letterhead, a letter indicating that the Provider is not required to provide Workers' Compensation Insurance under Section 440, Florida Statutes and elects not to provide said coverage for any employees.

PROFESSIONAL LIABILITY INSURANCE

The Professional Liability Insurance provided by the Provider(s) shall conform to the following requirements:

1. The Provider's Professional Liability insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement;
2. The insurance shall be subject to a maximum deductible not to exceed \$25,000;
3. If on a claims-made basis, The Provider shall maintain without interruption, the Professional Liability Insurance until (3) years after this agreement; and
4. The minimum limits to be maintained by The Provider (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per claim/annual aggregate.

By appropriate rider or endorsements to such policies, the Board shall be included as an additional insured under such policies, which endorsements or riders shall further provide that coverages there under shall be primary without right of contribution of any insurance carried by the Board. Prior to commencement of services hereunder, the Provider shall provide to the Board's Office of Risk and Benefits Management, via the Title I Administration Office, copies of the riders or endorsement described above.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal, or modification to the Provider's policy(ies) required under this agreement.

Upon the execution of this agreement, the Provider shall furnish to the Board's Office of Risk and Benefits Management, via the Title I Administration Office, Certificates of Insurance

evidencing the Provider's insurance coverage is consistent with the terms of the agreement. The Provider shall also provide copies of the policies to the Board. The Provider shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The Provider shall be in material breach of this agreement if the Provider fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the Provider. Additionally, the Provider shall be liable to the Board for any and all damages incurred due to the Provider's failure to perform the agreement terms.

AA. ASSURANCES

Abide by all assurances provided to the Florida Department of Education in the Provider's State-Approved Supplemental Educational Services Application and notify the School Board immediately if at any time the Provider can no longer certify or meet these assurances, and will comply with all State of Florida legislative requirements associated with the delivery of SES.

BB. EQUAL OPPORTUNITY

The Provider shall not discriminate on the basis of race, religion, sex, age, handicap, or sexual orientation in employment or in the operation of its program(s).

CC. CORPORATE DOCUMENTS/PARTNERSHIP AGREEMENTS

The Provider shall furnish to the District on company letterhead a valid copy of a complete list of the board of directors, managing members, or chief officers of the organization and their titles. **If applicant is a sole proprietor, provide the name and title of individual** and provide updates of said information within seven (7) days of any changes.

In addition, a copy of the most recent registration with The Florida Department of State showing evidence that the applicant is legally qualified to do business in Florida, must be furnished to the District at the time of Contract submission and within seven (7) days of any change to such documents or qualifications, including but not limited to a change of name for the Provider, and/or a change of any member of the Board of Directors, Trustees, Partners or other Principal of the Provider Organization. Additionally no owner or principal of any Provider organization may be an active employee of the District.

The Provider shall complete and provide the District with the SES Provider Authorized Representative Form for Documentation incorporated herein as Appendix H, listing all employees authorized to sign on behalf of the company upon the submission of the Contract to the Title I Administration office.

DD. COMPLIANCE WITH CODE OF ETHICS/CONFLICT OF INTEREST

The Provider shall act in accordance with the Code of Ethics for Public Officers and Employees and all School Board rules regarding conflicts of interest. The Provider shall not act in a manner that is an actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with the School Board.

The Provider shall not compensate school district employees by monetary payment, nor in-kind contributions, nor promise of future employment in exchange for access to facilities, (except as customary for facility utilization fees in accordance with Board Rules), to obtain student lists, unauthorized access to student or parent information and/or to obtain other similar benefits for their SES program or for any improper or illegal purpose.

In addition, the Provider agrees to comply with the requirements stipulated by M-DCPS' Guidelines for Professional Conduct and Ethics regarding SES and incorporated herein as Appendix I. Further, the Provider shall ensure that all employees and Contracted entities are informed about their obligations in meeting the M-DCPS' Guidelines for Professional Conduct. Any violations of the ethics rules will be reported to the District's Office of the Inspector General and/or the Office of Management and Compliance Audits for investigation and/or any other authorities as appropriate.

Further, as reflected in the Assurances Section of the Provider's state application, the Provider agrees to adhere to the SES Provider Code of Ethics of the Education Industry Association (EIA) as revised January 8, 2008, a copy of which is incorporated herein as Appendix K.

EE. DUAL EMPLOYMENT OF DISTRICT PERSONNEL

The Provider may hire school district employees for direct instructional purposes; however, tutors may also receive compensation for the completion of paperwork and documentation that are customarily associated with the task of tutoring. Additionally, Providers may also provide compensation to not more than one tutor per site who may perform the duties customarily associated with those of a Lead Tutor/Teacher. In the event that the Provider hires District employees to perform any services for the Provider, said services must be performed outside of the employee's M-DCPS workday.

The Provider must request a background check waiver for current School Board employees by completing and submitting the 2009-2010 Background Check Waiver Form, incorporated herein as Appendix D. The Provider is also required to retain a completed and signed 2009-2010 Dual Employment Disclosure Form, incorporated herein as Appendix E, for each employee listed on Appendix D. Waivers will be approved if employee has met and cleared all background requirements under Section III. O. above. Such employment by the Provider of School Board employees must be in accordance with School Board Rule 6Gx13-4C-1.081, attached herein as Appendix J.

Further, any employee of the District which holds a position within the ownership structure of the company and listed on the Florida Department of State Division of Corporations (Sunbiz) must either divest themselves of their interest in the Provider organization or resign their position with the District.

All Teachers who are employed by the Provider remain subject to the Code of Ethics of the Education Profession in Florida. No Provider may request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

FF. STATE OF EMERGENCY

In the event that a State of Emergency is declared in Miami-Dade County and the Superintendent or other designated authority closes the public schools, the Provider shall follow the District's direction as to the status of school openings. In so much as the public schools remain closed to ensure the safety and security of M-DCPS students and the community, the Provider will not engage in tutoring services unless such services are ordinarily provided on-line in the student's home.

GG. ID BADGES

All Provider employees must wear a photo ID badge which clearly displays the employee's name, current school year, the Provider's name, and the employee's role, i.e. Tutor, Lead Tutor, Area Manager, etc., while that employee is on District grounds and/or engaged in activities on behalf of the Provider, at any other location. In the event tutoring services are delivered in a student's home or community location, the tutor must also display the required ID badge. No Provider may issue an ID Badge to an employee for the current school year until such time as that employee has passed the District background check as required in Section III. O. above. The Provider shall provide the District with a sample ID badge for its records for the current school year.

In the event the District creates a uniform SES ID Badge, the Provider agrees to switch to the District's uniform badge for all employees. The Provider further agrees that the District may charge a processing fee for each badge in an amount to be determined but which shall not exceed \$5.00 per badge.

Failure of a Provider employee to properly display an ID may require that the employee discontinue tutoring and leave the premises until such time as a current valid SES ID can be produced.

HH. VENDOR APPLICATION

The Provider shall complete and submit to the M-DCPS Procurement Management Services Department the M-DCPS Vendor Application Form incorporated herein as Appendix G. A copy of this form must be concurrently submitted to the Title I Administration Office.

IV. The Parties agree that:

A. TERM, RENEWAL, MODIFICATION AND AMENDMENT

The period of this Contract shall be July 1, 2009 through June 30, 2010, and shall become effective upon full execution of the Contract by both parties. No payment shall be authorized for services provided prior to the full execution of this Contract. No payment shall be authorized for services provided to any eligible student for whom the Provider has not completed the online SLP and submitted to the School Board a fully executed, original SLP Parent Signature Page. No payment shall be rendered until such time as a fully approved SLP by the District exists. The final date to provide SES tutorial services to any eligible student during the 2009-2010 school year shall be Friday, April 30, 2010. This Contract may be renewed for up to two (2) additional one year terms by mutual agreement of the parties and upon the terms and conditions agreeable for such renewal.

This Contract may be modified or amended during its initial term or any renewal term upon the approval of both parties, and such modifications shall be in writing and executed by the parties. No change in this Contract or a student's SLP shall result in a per student School Board financial obligation to the Provider in excess of the School Board's annual Title I per pupil allocation as determined by the Florida Department of Education.

B. SOURCE OF FUNDS AND LIMITATIONS

Nothing in this Contract shall be construed to require the School Board to meet its financial obligations with funds or sources of funding that are not specifically provided pursuant to, and available for expenditure under, the No Child Left Behind Act of 2001. Nor does this Contract create a multiple fiscal year obligation, and any financial commitment on the part of the School Board contained in this Contract is subject to annual appropriation by the School Board, federal and/or state governments, as applicable, and the Parties agree that the School Board has no obligation to fund the financial obligations under this Contract other than for the then-current year of the Contract term and subject to the requirements of the No Child Left Behind Act of 2001, or until the Contract is terminated, if terminated during the term of the Contract.

C. TRANSPORTATION

Transportation arrangements and costs for students receiving services under this Contract are between the Provider and the eligible student's parents, and that the School Board has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Contract.

If the Provider agrees to provide transportation to students, the Provider shall provide transportation consistent with the requirements of Part I. E. of Chapter 1006, Florida Statutes. If the Provider utilizes private transportation providers, said transportation providers must meet all applicable State and School Board safety and transportation standards. The Provider shall provide the name of the private transportation provider with the name and a copy of the

signed transportation contract at least ten (10) working days prior to the start of the transportation service.

If the Provider owns vehicles, they shall comply with the terms of Section III. Z. "Automobile Liability Insurance." If the Provider does not own any vehicles, the Provider shall provide, if commercially available, evidence of Hired and Non-owned Automobile Liability Coverage in the amounts and limits outlined in Section III. Z. "Automobile Liability Insurance." If Hired and Non-owned coverage is not commercially available, the Provider shall provide, on the Provider's letterhead, a letter stating the required insurance is not commercially available.

D. DISPUTE RESOLUTION

Disputes between the School Board and the Provider concerning the interpretation of, requirements, or performance of this Contract shall be submitted in writing, delivered in person, or by certified mail, to the Assistant Superintendent, Title I Administration, at 1450 Northeast Second Avenue, Suite 500, Miami, Florida 33132 for review. The Assistant Superintendent's decision shall be final and conclusive unless ten (10) days from the date of receipt of its copy, the Provider furnishes a written appeal of the decision to the Superintendent/Designee. In connection with any such appeal, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the School District shall be binding upon the Provider and the Provider shall abide by the decision. The School Board reserves the right to take any actions it deems necessary during the dispute resolution process to protect the health, safety and welfare of the students.

E. SUBCONTRACT AND ASSIGNMENT

The Provider shall not subcontract or assign any of the work contemplated under this Contract.

F. DEFAULT

Failure on the part of the Provider to comply with or fulfill any term, condition, or timeline as specified in this Contract, or the SLP, will be sufficient to place the Provider in Default of its obligations under this Contract. If the District determines that the Provider is in Default as described above, the District shall notify the Provider in writing immediately and shall have the right to withhold payment of outstanding invoices. The Provider shall have seven (7) days from receipt of Default Notification from the District to cure said Default. If the Default is not cured within seven (7) days of District notification to the Provider, the District may, at its sole discretion terminate the Contract.

If the Contract is terminated under this Default provision, the District shall only be liable for payment for services satisfactorily provided and properly invoiced in accordance with the requirements and time frames established in Section III. S. of this agreement through the termination date, at the sole discretion of the District. If it is determined that the cause of the

Default will endanger the health, safety, or welfare of students of Miami-Dade County Public Schools receiving SES from the Provider, then this Contract may be terminated immediately.

In addition, in the event of a default, which may include, but is not limited to non-performance and/or poor performance, the Provider shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of the Contract by the Board. Providers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Rule 6Gx13-8C-1.065.

G. TERMINATION

During the term of this Contract, the District shall retain the right to terminate this Contract with or without cause, provided that that such termination shall comply with federal and state law, upon twenty (20) days prior written notice, except under circumstances as identified in Section IV. F. above which outlines the provisions for termination as a result of a default by the Provider or Section III. B. which outlines marketing requirements or Section III.O. which outlines the requirements for Provider employee background/fingerprinting/drug screening. In the event of a termination for Default, the seven (7) day notice of Default and subsequent seven (7) day response period will be counted as part of the twenty (20) calendar day written notice.

Further, if the District must present the Provider with more than two (2) notices of Default, upon third such notice, the District will notify the Provider of intent to terminate this Contract.

The Provider may also elect to terminate this Contract upon twenty (20) days written notice; however, in no event shall the Provider's exercise of its right to terminate this Contract relieve the Provider of its responsibilities to complete any existing SLPs. Upon termination that is not occasioned by Provider's default, the School Board shall pay, without duplication, for all services satisfactorily performed and properly invoiced in accordance with the requirements and time frames established in Section III. S. of this agreement up to the date of termination. In consideration of this payment, the Provider waives all rights to any further payment from School Board including, without limitation, any compensation for lost or unearned profits or costs and expenses incurred as result of the termination.

In the event of termination, the Board shall reassign students remaining in need of services to another Provider.

H. INDEPENDENT CONTRACTOR

This Contract is by and between two independent agents and is not intended to and shall not be construed to create an agent, servant, employee, partnership, joint venture, or association relationship between the parties hereto. The 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.

The parties shall in no event be construed to be partners, joint venturers or associates of the other in the conduct of each party's business, nor shall the School Board be liable for the debts of the Provider in the conduct of the Provider's business. The Provider and any person working for or on behalf of the Provider shall at all times be regarded as, independent contractors, and in no manner shall be considered employees, servants, or agents of the School Board. The Provider and any person working for or on behalf of the Provider shall provide all necessary materials to effectively perform their duties. The Provider agrees to comply with all applicable laws, including but not limited to state, federal and local tax laws; local and state laws concerning the licensing and operation of a business of the nature contemplated herein; local and state laws relating to health and safety; state and federal laws relating to nondiscrimination in employment; workers' compensation laws; and state and federal wage and hour laws.

I. APPLICABLE LAW

Provider agrees to be bound by any amendments to any State or Federal laws referenced in this Contract or which impact the SES described herein upon the effective date of such amendments.

J. NON-EXCLUSIVITY

This Contract does not grant to the Provider any exclusive privileges or rights; the School Board may contract with other Providers for the procurement of comparable services. The School Board makes no commitment to request from Provider any minimum or maximum amount of services hereunder, except as otherwise set forth in this Contract.

K. SEVERABILITY

If any provision of this Contract is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect.

L. GOVERNING LAW; ATTORNEY'S FEES

The terms and conditions of this Contract shall be governed by the laws of the State of Florida with venue in Miami-Dade County, Florida. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only. Each party shall be responsible for its own attorney's fees.

M. ENTIRE AGREEMENT

This Contract represents the entire agreement between the parties. No other promises or agreements have been made other than those in the Contract. This Contract supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The parties have incorporated into this Contract their entire understanding of the requirements under this agreement. Each party acknowledges that it has read this Contract carefully, fully understands the meaning of the terms of this Contract, and is signing this Contract knowingly and voluntarily. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract shall not be construed as a waiver or relinquishment for the failure of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment of any rights or privileges established by this Contract shall be deemed to have been made by either party unless in writing and signed by the parties. Upon submission of this Contract to the District, the Provider shall provide the District with the required documents, inclusive of this Contract and Appendixes A-M, which constitutes the entire Agreement between the District and the Provider. Failure to provide any of the documentation required by this Contract may result in default and termination as specified in Sections IV. K. and L. above.

N. NOTICES

Every notice, approval, consent or other communication authorized or required by this Contract shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other party at the address hereinafter provided or such other address that from time to time either party may designate upon notice and agreement of both parties in accordance herewith shall be directed to the parties at their respective address as follows:

As to the Provider: *The Provider's Name and Address*

As to the School Board: Superintendent of Schools
Miami-Dade County Public Schools
1450 Northeast Second Avenue, Suite 912
Miami, Florida 33132

With a copy to: Assistant Superintendent, Title I Administration
Miami-Dade County Public Schools
1450 Northeast Second Avenue, Suite 500
Miami, Florida 33132

Signed and effective this _____ day of _____, 2009

Provider Authorized Representative:

I, THE UNDERSIGNED, CERTIFY that I am an officer of _____ (provider's name) and therefore authorized to act on behalf of the organization. I further certify that the organization will comply with all of the terms set forth herein. Failure to comply with the terms may result in termination of this Contract and the reassignment of students remaining in need of services to another provider.

By signing this contract, the Provider also certifies that it:

- a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- b) Has not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Is not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph b. (above) of this section, and
- d) Has not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Name (Print)	Title	Signature
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Name of Supplemental Educational Service Provider: _____

Tax Identification Number: _____

Additional Supplemental Educational Service Provider Authorized Representative(s):

School Board Authorized Representative:

Alberto M. Carvalho

Superintendent of Schools

Signature

Signed and effective this _____ day of _____, 2009