

Supplemental Educational Services Contractual Agreement 2012-2013

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. The Provider’s name in this Contract shall be exactly as it appears on Florida Department of Education approved list of SES Providers, effective at time of execution hereof. “Eligible students” are those students who attend a Title I school and have scored at Level 1 or Level 2 on the 2012 Florida Comprehensive Assessment Test (FCAT 2.0).

In Consideration of the Sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the School Board and Provider agree as follows:

I. School Board Responsibilities:

A. PARENT NOTIFICATION

The School Board agrees to notify parents of eligible students annually (during years when it is required by the State of Florida to offer SES) of the opportunity to obtain SES and provide them with a list of State-approved SES providers.

B. ASSIST PARENTS

1. The School Board agrees to assist parents, if requested by them, in obtaining additional information regarding State-approved SES providers that are available to serve their child(ren).
2. The School Board agrees to develop an agreement, in consultation with each eligible student’s parent/guardian and the Provider, as described in Section II. J. 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 School Board agrees to 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

1. The School Board agrees to provide compensation to the Provider upon receipt of a complete and correct invoice as described in Section II. AA at the rates approved by the Florida Department of Education on the Provider’s Request for Application or, at a lower

rate(s) indicated as follows per hour: for Individual tutoring \$ _____, Small Group tutoring \$ _____, and Large Group tutoring \$ _____.

2. The 2012-2013 State-approved SES per pupil allocation for Miami-Dade County is \$1,245.00. This amount will be reduced by an annual fee of \$85.80 (the per pupil cost of the pre and post assessments) for a net maximum per pupil payout of **\$1,159.20**. In no event, shall the total cost per year for any individual student exceed the maximum per pupil payout.

E. PAYMENTS

1. The School Board shall process payments to the Provider within forty-five (45) to sixty (60) business days of submission of complete and accurate invoices. All checks in compensation of Provider' services shall bear Provider's name exactly as it appears on this Contract. Invoices submitted more than sixty (60) calendar days after services are rendered are subject to non-payment.
2. No payment shall be authorized for services provided to any eligible student without a fully approved SLP, Tutoring Schedule and Monthly Progress Report that are up-to-date and accurately completed online by the Provider.
3. The School Board shall notify the Provider in writing if any modification to the date for final invoicing is established.
4. The School Board shall process requests to change remittance addresses after all outstanding invoices submitted to the Title I Administration office have been processed and paid. Providers are required to complete and submit electronically the Request to Change Remittance Address Form to the Title I Administration office if their remittance address has changed. Requests to change remittance addresses will not be processed for invoices returned to the provider for corrections.
5. The School Board reserves the right to withhold payment if a review reveals that overcharges have been submitted by the Provider. **Payment of an invoice shall not foreclose the School Board's right to recover erroneous, excessive, or illegal payments.**

II. Provider Responsibilities:

A. APPROVED STATUS

1. The Provider certifies that it 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 2012-2013 Supplemental Educational Services Request for Applications issued by the Florida Department of Education.

2. The Provider certifies that it 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. The Provider certifies that it 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. The Provider certifies that it 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.
5. The Provider certifies that it 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 PER SITE

1. The Provider agrees to 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.
2. The Provider agrees to electronically notify the District on or before November 5, 2012, of its intent not to serve students assigned to their company from any school where the minimum number of students per site has not been met.

C. MAXIMUM STUDENT REQUIREMENT IN THE DISTRICT

The Provider agrees to provide services to a maximum of _____ students in the District. Failure to deliver services to all students assigned to the Provider without documentation to the School Board, as agreed upon in Section II. H. of this agreement, will constitute a default on the part of the Provider.

D. MEETINGS

The Provider must attend any and all School Board mandatory meetings or interactive webcast sessions including; Provider Orientation, Technical Assistance, End-of-Year, or any other meetings as may be required from time to time. The School Board will notify the Provider of the meeting times and dates at least five (5) calendar days in advance of the scheduled meeting by the School Board. Failure to attend or participate in such meetings shall result in default.

E. MARKETING MATERIALS

1. The Provider agrees that all marketing materials including posted materials used by providers to promote SES in Miami-Dade County shall be translated into Spanish and Haitian-Creole and include a disclaimer specifying that, "Your child may qualify for free tutoring if he or she attends a Title I school and scored at Level 1 or Level 2 on the FCAT

2.0. If parental requests for free tutoring exceed the amount of funding available, the District will prioritize services. Neither the Florida Department of Education nor M-DCPS promotes or endorses any particular Supplemental Educational Services provider.”

2. Any marketing materials found by the District on school board property and/or at District sponsored events that do not include the aforementioned disclaimer 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.

F. STUDENT ENROLLMENT

1. Only SES eligible students may enroll in SES. An **SES Eligible Student is defined as a student who attends a Title I funded school and have scored Level 1 or Level 2 on the 2012 FCAT 2.0.**
2. Only the official, district-issued SES application shall be processed for student assignment by the School Board. It is the parent’s sole responsibility to complete the SES application. The Provider agrees that it shall not modify, replicate, or complete the SES application. Any SES application completed, altered, duplicated and/or tampered with by a Provider, or Provider’s agent, shall be declared void and will not be processed for student assignment.
3. Eligible students may only be registered for the Provider’s services by the District. The Provider agrees that it shall not encourage students, or parents to enroll in its SES program once a student is enrolled in another provider’s SES program.
4. Recruitment of students on behalf of any specific Provider by School Board employees is strictly prohibited. School Board employees may only answer questions and provide factual information to parents regarding SES for the purpose of assisting parents, as described in Section I.B., to select the best and most appropriate option for the student’s specific needs. School Board employees shall not be offered incentives and bonuses for recruiting students for the Provider.

G. INCENTIVES

The Provider agrees to limit student incentives as follows:

- a. Must not exceed a total of fifty dollars (\$50.00) during the 2012-2013 school year per student for all incentives.
- b. Incentives must be earned by achievement and/or attendance.
- c. Provider may not use/announce the availability of achievement and/or attendance incentives in its marketing efforts prior to student sign-up.

- d. Only students that have been assigned to a Provider may be informed of achievement and/or attendance incentives.
- e. The Provider shall not provide parent incentives.

H. REASSIGNMENT OF STUDENTS

The School Board 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) calendar days beyond the date of assignment of students.

I. PRE/POST ASSESSMENTS

1. The Provider agrees that the School Board shall determine the pre and post assessment for measuring learning gains of students enrolled in Supplemental Educational Services for the 2012-2013 school year.
2. The Provider further agrees that the third party assessment contractor selected by the School Board shall conduct the pre and post assessment of all students assigned to the Provider by the District.
3. The Provider also agrees to adhere to all district established timelines for the pre and post assessment of students.
4. The Provider shall be responsible for the cost associated with the pre and post assessment of all students assigned to the Provider by the School Board for the 2012-2013 school year, as stated in Section I.D.

J. STUDENT LEARNING PLAN

1. **Student Learning Plan (SLP)** – The State requires each District to enter into an agreement with the State-approved SES 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 the 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.
2. The Provider agrees to provide SES for the 2012-2013 school year to students assigned to the Provider by the District. Parents of students assigned to the Provider must be contacted within fifteen (15) calendar days by the Provider to schedule the completion of the SLP.

3. The Provider agrees to complete an SLP online for each student assigned and submit all required documentation to the Title I Administration office for approval, prior to the commencement of services. Any student without an approved SLP within twenty (20) calendar days of assignment to a Provider is subject to removal from that Provider's list and reassignment to another Provider. The School Board reserves the right to require modification to the SLP.
4. The Provider agrees to submit to the District the original Parent Signature Page, signed and dated by the parent and the Provider's authorized representative prior to the commencement of services.
5. A Provider may not invoice the District for any tutoring services that commence before 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.
6. Disapproved SLPs shall be corrected and resubmitted via the M-DCPS SES Web-based System within five (5) business days of the disapproval date. Failure on the part of the provider to correct and resubmit disapproved SLPs within five (5) business days may result in the students' reassignment to another provider.
7. The SLP is incorporated herein as Appendix A and shall become a term of this Contract. Such SLP agreement shall include and address the following without limitation:
 - a. The subject area(s): In cases where the parent, school, or SES Provider disagrees, the school shall have final authority to decide which subject area will be given priority.
 - b. A description of how the student's progress will be measured.
 - c. A timetable for improving student achievement.
 - d. A description of the post-assessment that will be administered and an expected percentage of mastery of goals.
 - e. Procedures approved by the School Board for regularly informing the student's parents, teachers, and the District of the student's progress.
 - f. 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 School Board's right to terminate the agreement and/or Contract as provided elsewhere in this Contract).
 - g. Goals and timetables developed are consistent with the students' Individualized Education Plan (IEP), or Section 504 Plan, or English Language Learners (ELL) Plan if applicable.
8. 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 twenty-one (21) calendar days of the missed session and may not occur after the last calendar day to provide services as specified in Section III. A. The Provider shall not unilaterally terminate an SLP. The Provider must obtain written authorization from the School Board before terminating an SLP. The 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 School Board. In no event shall the agreed upon charges for additional services obligate the School Board financially, nor shall the School Board incur any obligations or expense in excess of the State/Federal reimbursement amount as identified in Section I. D.

K. TUTORING SCHEDULE

1. The Provider agrees to 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.
2. The Provider agrees to communicate all changes in the student tutoring schedule to the parent and the student's school prior to implementing the new schedule.
3. The Provider agrees to track and report students' attendance and implement interventions for students who are habitually absent.

L. STUDENT PROGRESS REPORT

1. The Provider agrees to complete the District's online Student Progress Report, incorporated herein as Appendix M. The Student Progress Report 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 further agrees to provide the parents with a printed version of the Student Progress Report which has been completed online by the Provider. The School Board and the student's teachers may be provided with electronic reports unless written documentation is specifically requested. The Provider's agrees to maintain a printed copy of each progress report generated for a student in the individual student's file.
2. The Provider agrees to be responsible for providing translation services whenever practicable, in the event that a parent requires translation of the Student Progress Report. However, translation of the information contained in the Student Progress Report into Spanish and/or Haitian-Creole shall always be "practicable". The Provider further agrees to maintain written proof of such translations.

M. COMMENCEMENT OF TUTORING SERVICES

Services to students for the 2012-2013 school year must commence as soon as practicably possible, but in no event later than November 15, 2012 (contingent upon Provider receipt of the District-approved student enrollment list at least twenty (20) calendar 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 October 26, 2012. In the event that assigned students are not being served by November 15, 2012, those students may be reassigned to another SES Provider. Further, in the event that at least 100% of assigned students are not being served by November 15, 2012, the District may terminate the Provider’s contract and reassign all students to other SES Providers.

N. TUTORING CONTENT

The Provider agrees to ensure that:

1. The content and instruction provided as part of the SES to be delivered shall be:
 - a. Research-based;
 - b. Specifically designed to increase the academic achievement of eligible students as measured under the state’s assessment system;
 - c. 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;
 - d. Consistent with the School Board and State curriculum content and instruction;
 - e. Aligned with School Board and State achievement standards;
 - f. Secular and neutral with reference to matters of religious, political and social ideology; and
 - g. Consistent with federal and state law, Florida Administrative Code, and as specified by the terms of this Contract.
2. Tutoring sessions must be related to each student’s goals. If the School Board determines that tutoring is not in conformity with the Provider’s State-approved application, and the student’s SLP, the tutoring session will not be paid by the School Board, and the Provider must submit a written plan to the School Board to revise the tutoring sessions to bring them into compliance with the Provider’s State-approved application and the student’s SLP, before tutoring may continue.

O. TUTORING LIMITS

1. The Provider agrees to limit the maximum number of hours of tutoring per week to six (6) hours.
2. The Provider shall not tutor more than two (2) hours per day Monday through Friday.
3. The Provider shall not tutor more than four (4) hours on Saturday or Sunday, not to exceed six (6) hours for the week.
4. The School Board will not compensate the Provider for any tutoring which occurs beyond the maximum number of hours of tutoring per week (6) hours. A week shall be considered Sunday through Saturday.

P. USE OF DISTRICT DESIGNATED ONLINE SYSTEMS

1. The Provider agrees to 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 actual hours of service into the District's SES Web-based System within one week of services rendered. The District must be notified via email within ten (10) calendar days from the date the student became ineligible. 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 School Board agrees to provide adequate training to Providers in the features and use of the District's SES Web-based System.
2. The intentional and deliberate falsification of service hours entered into the SES Web-based System by a provider will constitute a violation of the Providers' obligations under the Contract and will be sufficient to place the provider in default. The District may, at its sole discretion, terminate the Contract.

Q. FEDERAL/STATE/LOCAL LAWS

1. The Provider agrees to 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, all may be amended from time to time, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to and during the term of this Contract.
2. The Provider agrees to ensure that the SES are in compliance with federal/state laws and School Board Policies 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.

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

R. STUDENT CONFIDENTIALITY

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. The Provider further agrees 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.

S. CONTROL OF STUDENTS/STUDENT SAFETY

1. The Provider, while providing services, agrees to 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.
2. The Provider agrees to escort all students to the proper caregiver or approved means of transportation at the end of service.
3. The Provider agrees to check the ID of the person picking up the student to make sure that it matches an individual allowed to care for that student if the person is unknown to the Provider.
4. The Provider further agrees that it 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.
5. The Provider also agrees to 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.
6. The Provider agrees to maintain a plan of action or provisions for substitutes, inclusive of tutors, instructional materials and supplies, in the event a tutor is absent.
7. In the case of in-home tutorial, the Provider agrees to notify the parent of cancellation of a previously scheduled tutoring session at least twenty (24) hours prior to the beginning of the tutoring session.

T. QUALIFICATIONS OF TUTORS

1. The Provider agrees to ensure and certify that all tutors meet the minimum qualifications for Title I paraprofessionals, as specified in requirements outlined in the 2012-2013 Supplemental Educational Services Request for Application issued by the Florida Department of Education.

2. The Provider is required to retain records of tutors' qualification for each tutor and such records shall be made available upon request.
3. The Provider agrees and assures that all individuals employed by the provider will receive payment, in compliance with all applicable laws, for their completed duties regardless of timeliness of payment by the district to the provider.

U. BACKGROUND SCREENING

1. 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. The Provider further agrees 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 and 1012.465 Florida Statutes and School Board Policy 3121.01, attached herein as Appendix B. The name of each staff member must appear on the most current SES Provider-Tutor Cleared Report prior to the time they have contact with students.
2. The Provider agrees to provide all applicants who are M-DCPS employees with the 2012-2013 SES Background Check Clearance Procedures for M-DCPS Employees, incorporated herein as Appendix D. The Provider further agrees that only individuals whose names appear on the most current SES Provider-Tutor Cleared Report shall be hired to work with students or enter school grounds while students are present.
3. The Provider agrees to complete for all applicants who are Non-M-DCPS Employees, the SES Request for Fingerprinting of Non-M-DCPS Employees Form, incorporated herein as Appendixes F and F-1, as appropriate. The appendixes shall be electronically submitted to the Title I Administration office. The provider further agrees that only individuals whose names appear on the most current SES Provider-Tutor Cleared Report shall be hired to work with students or enter school grounds while students are present.
4. The School Board agrees to 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 shall 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.
5. 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 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.

6. **The Provider acknowledges and agrees that no payment will be made by the District to the Provider for SES delivered by a tutor not listed on the most current SES Provider-Tutor Cleared Report for the month of service indicated on the report.**
7. The Provider agrees to notify the District immediately upon becoming aware that one of its employees, who were previously cleared through the background 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.
8. The School Board 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.

V. COMPLIANCE WITH CODE OF ETHICS/CONFLICT OF INTEREST

1. The Provider agrees to act in accordance with the Code of Ethics for Public Officers and Employees and all School Board Policies 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.
2. The Provider agrees not to 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 Policies), 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.
3. 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 agrees to 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.
4. 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.

W. DUAL EMPLOYMENT OF DISTRICT PERSONNEL

1. 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 no 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 School Board employees to perform any services for the Provider, said services must be performed outside of the employee's M-DCPS workday.
2. The Provider agrees to provide all applicants who are M-DCPS employees with the 2012-2013 SES Background Check Clearance Procedures for M-DCPS Employees, incorporated herein as Appendix D. The Provider further agrees that only individuals, whose names appear on the most current SES Provider-Tutor Cleared Report for the month of service indicated on the report, shall be hired to work with students or enter school grounds while students are present.
3. The Provider agrees to retain a completed and signed 2012-2013 SES Provider/School Board Dual Employment Disclosure Form, incorporated herein as Appendix E, for each district employee hired to work with their company. Such employment by the Provider of School Board employees must be in accordance with School Board Policies 1129.01 and 3129.01, attached herein as Appendix J.
4. Further, any employee of the District who 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.
5. 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.

X. TRAINING LOG

1. The Provider agrees to complete the Miami-Dade County Public Schools SES Provider Staff Training Assurance Form and the SES Provider Staff Training Acknowledgement Form, attached herein as Appendix L, and 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 SES Provider Staff Training Acknowledgement Form shall 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 agrees to submit the SES Provider Staff Training Assurance Form to the District by November 26, 2012. 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. Failure on the part of the Provider to submit the SES Provider Staff Training Assurance Form to the District by the required deadline will constitute a violation of the Providers' obligations under the Contract and will be sufficient to place the provider in default.

2. The Provider agrees to ensure that all staff members, including volunteers, have been trained, 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.
3. The Provider agrees that all personnel will be trained 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.
4. The Provider agrees to sign the SES Provider Staff Training Acknowledgement Form, and ensure that each staff member also sign the form verifying that they have been trained in the administration of the Provider's SES program, its curriculum, pre and post assessments and student data reporting, District SES procedures, and all State mandated trainings.
5. The Provider agrees that by signing the SES 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 also agrees to abide by these procedures when training new employees throughout the year.

Y. ACCIDENT/INCIDENT REPORTING

1. The Provider agrees to notify the School Board immediately (within one hour) of 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.
2. The Provider agrees to provide a written incident report within four (4) to six (6) 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.
3. The Provider agrees to report all accidents or incidents to appropriate authorities with a copy to the School Board 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) calendar days of original notification.

4. The Provider agrees to notify the School Board 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.

Z. ACCESS TO RECORDS/FACILITIES/PERSONNEL

1. The Provider agrees to provide the School Board and/or its representatives with access to all facilities and records as may be necessary for the School Board to monitor compliance with this Contract. The Provider agrees to 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) calendar days prior to the commencement of services. The Provider agrees to provide access to the School Board representatives to its SES facilities for periodic monitoring of each student's instructional program.
2. The Provider agrees to maintain a file folder for each student which shall include, at a minimum, each student's SLP, an up-to-date Tutoring Schedule, Student Progress Reports, attendance, work samples, emergency contact and release instructions. Each student file must be made available for review to the School Board upon request. The School Board's representatives must have access to observe each student at work during the SES sessions, observe the instructional setting, interview the tutor and provider, and review each student's progress, including a behavior intervention plan, if any.

AA. INVOICING

1. The Provider agrees to submit to the District (on or before the 5th of each month) monthly invoices for services rendered the previous month. Monthly invoices submitted to the District shall include; a completed M-DCPS Invoice Template, the original M-DCPS Monthly SES Student Attendance Form, attached herein as Appendix N, for all students listed on the Certified M-DCPS Title I SES End of Month (EOM) Report. All student information provided in the documents submitted for invoicing purposes, must be aligned and in accordance with the information reflected in all other SES student records maintained electronically (e.g. Tutoring Schedules, Progress Reports.) The Provider also agrees to provide this information in aggregate form. Such invoices shall be submitted within sixty (60) calendar days of the rendering of services. The Provider agrees to maintain Monthly SES Student Attendance Forms for all students receiving services. Any invoice submitted without the required and verifiable documentation may be subject to non-payment. The Provider is only paid for the sessions students attend and initial, that have been initialed by the student and the parent for in-home tutoring, and that the District is able to verify as needed. Online Providers shall also submit a computerized log. The computerized log must include the students' names and log-in IDs, as well as the log-in and log-out times for all of the invoiced students. The Provider shall indicate on the log, the total number of billable hours of service per day and the total number of billable hours for the month, for each student listed, in lieu of the student's initials on the Monthly SES Attendance Form.

2. (a) Late Invoices

Invoices submitted after the 15th of the month will be assessed a fee of \$60.00. For invoices submitted after the 20th of the month, a fee of \$20.00 per day for each calendar day after the 15th shall be assessed.

(b) Deficient Invoices

Incorrect invoices shall be assessed an administrative fee of 1% of the total corrected invoiced amount and resubmitted to the District within five (5) business days; otherwise, the Provider shall be assessed a fee of \$100.00 per day beyond the 5th business day. For all deficient invoices not submitted within ten (10) business days, the District shall deduct the appropriate fees delineated above and any other amount related to the unresolved discrepancy(ies) from the total invoiced amount. The invoice will then be submitted to Accounts Payable for payment.

(c) Adjustments/Fees

Adjustments and/or fees assessed shall not exceed the total invoiced amount.

3. Final invoices shall be submitted no later than April 5th of any calendar year, or as otherwise established by the District's Title I Administration office.

BB. RECORDED ATTENDANCE FOR STUDENTS

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.

CC. SCHOOL BOARD POLICIES

The Provider agrees to follow all School Board Policies, regulations and guidelines associated with all aspects of SES, as may be amended from time to time, 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.

DD. SUPPLIES/MATERIALS

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

EE. USE OF DISTRICT FACILITIES

1. 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 Policy 7510, Use of District Facilities, 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) calendar 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.
2. 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.
3. 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 III. 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.
4. 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 1008.331(2)(g) Florida Statutes 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.
5. The Provider agrees to abide by School Board Policies 3124 and 4124, Drug Free Workplace, incorporated herein as Appendix C.

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

FF. RECORDS

1. The Provider agrees to maintain student records and provide the School Board access to these records. 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 agrees to

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.

2. 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.
3. The School Board shall have the right to inspect and audit the Provider's facilities and records and to observe services being rendered.
4. The Provider agrees to 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.
5. The Provider agrees to 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 also be maintained in the M-DCPS SES Web-based System, Tutoring Schedule for each student. Such records are subject to the inspection requirements delineated herein. The Provider shall permit access to and/or a copy of such records to the School Board upon request.

GG. INDEMNIFICATION

1. The Provider agrees to indemnify, hold harmless the School 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 School 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.

2. The Provider further agrees that it will not attempt to, purport to, or actually lend the full faith and credit of the School Board to any third person or entity.
3. 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 School Board upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes.
4. The Provider agrees, at its own expense, and upon written request by the School Board, to defend any suit, action, or demand brought against the School Board on any claim or demand arising out of, resulting from, or incidental to Provider's performance under this Agreement.

HH. 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:

1. 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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.”

2. Automobile Liability Insurance

The Automobile Liability Insurance shall conform to the following requirements:

- a. The Provider’s Automobile Liability 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.
- b. Coverage shall be included on all owned, non-owned and hired autos used in connection with his agreement.
- c. 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.

3. Workers’ Compensation/Employers’ Liability

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

- a. 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.
- b. 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.
- c. 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.

4. Professional Liability Insurance

1. The Professional Liability insurance provided by the Provider(s) shall conform to the following requirements:
 - a. 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.
 - b. The insurance shall be subject to a maximum deductible not to exceed \$25,000.
 - c. If on a claims-made basis, the Provider shall maintain without interruption, the Professional Liability Insurance until (3) years after this agreement.
 - d. 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.
2. 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.
3. 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) calendar days prior to any cancellation, termination, non-renewal, or modification to the Provider's policy(ies) required under this agreement.
4. Prior to 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 that the Provider's insurance coverage is consistent with the terms of the agreement. The Provider shall also provide to the School Board, via the Title I Administration office, renewal or replacement Certificates of Insurance no less than (30) calendar 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.

II. ASSURANCES

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

JJ. EQUAL OPPORTUNITY

The Provider agrees that it will not discriminate on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis in employment or in the operation of its program(s).

KK. CORPORATE DOCUMENTS/PARTNERSHIP AGREEMENTS

1. The Provider agrees to furnish to the District a copy of the most recent registration with The Florida Department of State showing evidence that the Provider is legally qualified to do business in Florida. The document must be submitted at the time of Contract submission and within seven (7) calendar 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.
2. The Provider agrees to complete and submit to the District by October 22, 2012, the SES Provider Authorized Representative Form for Documentation, incorporated herein as Appendix H, listing all employees authorized to sign on behalf of the company. If the Provider will not authorize any additional individuals to sign on behalf of the company, except those indicated on page 27 of this contract, the Provider shall indicate Not Applicable on the space provided for authorized representative(s) name.

LL. STATE OF EMERGENCY

The Provider agrees to follow the District's direction as to the status of school openings 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. 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.

MM. ID BADGES

1. The Provider agrees that all employees of the Provider shall 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 II. U. of this agreement. The Provider shall provide the District with a sample ID Badge for its records for the current school year.
2. 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.
3. Failure of a Provider employee to properly display a valid SES ID Badge may require that the employee discontinue tutoring and leave the premises until such time as a current valid SES ID Badge can be produced.

NN. VENDOR APPLICATION

The Provider agrees to complete and submit to the Title I Administration office, the M-DCPS Vendor Application Form incorporated herein as Appendix G. Complete and correct Vendor Applications will be forwarded to the Procurement Management Services Department for processing. Each company's assigned vendor number will appear on their M-DCPS Title I SES End of Month Report.

III. The Parties agree that:

A. TERM, RENEWAL, MODIFICATION AND AMENDMENT

1. The period of this Contract shall be July 1, 2012 through June 30, 2013, 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.
2. The final date to provide SES tutorial services to any eligible student during the 2012-2013 school year shall be Sunday, March 31, 2013. 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.
3. 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 SES per pupil allocation, as determined or as stated in Section I.D.

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, Supplemental Educational Services nor does this Contract create a multiple fiscal year obligation. 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. 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 Supplemental Educational Services, or until the Contract is terminated, if terminated during the term of the Contract.

C. TRANSPORTATION

1. Transportation arrangements and costs for students receiving services under this Contract are between the Provider and the eligible student's parents. The School Board has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Contract.
2. 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) calendar days prior to the start of the transportation service.
3. If the Provider owns vehicles, they shall comply with the terms of Section II. HH. 2. "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 II. HH. 2. "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 Executive Director, Supplemental Educational Services and Program Compliance, at 1450 Northeast Second Avenue, Room 500, Miami, Florida 33132 for review. The District's decision shall be final and conclusive unless ten (10) business days from the date of receipt of its copy, the Provider furnishes a written appeal of the decision to the Assistant Superintendent of Title I Administration. 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 agrees that it shall not subcontract or assign any of the work contemplated under this Contract.

F. DEFAULT

1. 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 School Board determines that the Provider is in Default as described above, the School Board shall notify the Provider in writing immediately and shall have the right to withhold payment of outstanding invoices. The Provider shall have seven (7) calendar days from receipt of Default Notification from the School Board to cure said default. If the default is not cured within seven (7) calendar days of School Board notification to the Provider, the District may, at its sole discretion, terminate the Contract.
2. Failure on the part of the Provider to submit a Corrective Action Plan required by the District within seven (7) calendar days of written notice will be sufficient to place the Provider in Default of its obligations under this Contract.
3. If the Contract is terminated under this Default provision, the School Board shall only be liable for payment for services satisfactorily provided and properly invoiced in accordance with the requirements and time frames established in Section II. AA. of this agreement through the termination date, at the sole discretion of the School Board. 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.
4. 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 School Board for a period of 14 months from date of termination of the Contract by the School Board. Providers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 0133.

G. TERMINATION

1. During the term of this Contract, the School Board shall retain the right to terminate this Contract with or without cause, provided that such termination shall comply with federal and state law, upon twenty (20) calendar days prior written notice, except under circumstances as identified in Section III. F. of this Contract, which outlines the provisions for termination as a result of a default by the Provider, or Section II. E., which outlines marketing requirements or, Section II. U., which outlines the requirements for

Provider employee background screening requirements. In the event of a termination for default, the seven (7) calendar day notice of default and subsequent seven (7) calendar day response period will be counted as part of the twenty (20) calendar day written notice.

2. Further, if the District must present the Provider with more than one (1) Notice of Default, upon the second default notice, the District will notify the Provider of its intent to terminate this Contract.
3. The Provider may also elect to terminate this Contract upon twenty (20) calendar 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 II. AA. 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.
4. In the event of termination, the School Board shall reassign students remaining in need of services to another Provider.

H. INDEPENDENT CONTRACTOR

1. 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.
2. The parties shall in no event be construed to be partners, joint ventures 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

The 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, except as provided for under Section II. GG of this agreement.

M. ENTIRE AGREEMENT

1. 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.
2. 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.
3. 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.
4. 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-N, which

constitutes the entire Agreement between the School Board and the Provider. Failure to provide any of the documentation required under this Contract by the established deadline may result in default and termination as specified in Sections III. F. and G. of this Contract.

N. SURVIVAL

The parties acknowledge that any of the obligations in this Contract will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the parties under this Contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

O. 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, Room 500
Miami, Florida 33132

Signed and effective this _____ day of _____, 2012.

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.

All complete and correct contractual documents must be submitted by the official deadline established by M-DCPS. Any incomplete or incorrect contractual document will not be considered for contractual agreement. Furthermore, contractual documents submitted by means other than those set forth in the M-DCPS Contract Packet, and/or contracts received after the deadline for submission, regardless of the cause or nature of the delay, will not be accepted or considered for contracting with M-DCPS for the 2012-2013 school year.

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):

Name (Print)	Title of Representative
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The School Board of Miami-Dade County, Florida:

Alberto M. Carvalho

Superintendent of Schools

Signature

Signed and effective this _____ day of _____, 2012

Approved as to Form and Legal Sufficiency:

School Board Attorney