

# *Maple Heights Board of Education*

14605 Granger Road, Maple Heights, Ohio 44137 (216) 587-6100

For Supplemental Service Providers:

The following documents pertain to the district requirement for providing supplemental service to Maple Heights students in kindergarten through grade 6. If you have additional questions, please call the curriculum office at 216.587.6100, extension 3401.

Thank you.



# Maple Heights Board of Education

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## SERVICE AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES UNDER SECTION 116(E), PUBLIC LAW 107-110 NO CHILD LEFT BEHIND ACT OF 2001

The Maple Heights Board of Education (herein referred to as "Board"), and the \_\_\_\_\_, (herein referred to as "VENDOR"), for the term of SY 2011-12 ending no later than June 1, 2012, in exchange for mutual and adequate promises and consideration do hereby enter into this contract for the provision of Supplemental Educational Services under Section 116(e), Public Law 107-110, No Child Left Behind Act of 2001 (NCLB), and represent and agree as follows:

1. **PROVIDER STATUS.** VENDOR is currently listed as an approved provider of Supplemental educational Services (hereinafter referred to as SES) under NCLB with the State of Ohio and will notify the Board immediately if that approval is ever withdrawn by the State of Ohio, or if VENDOR withdraws its name from the list.
2. **SERVICES.** VENDOR will provide SES in reading and mathematics.
3. **STUDENT IDENTIFICATION.** VENDOR agrees to provide these services for the students who are identified by the Board to be eligible to receive SES.
4. **STUDENT ASSIGNMENT.** VENDOR will assign the identified students into instructional groups based upon deliberations between and among VENDOR, Board officials, and the students' parents, when possible. No eligible student shall be denied services.
5. **CONFIDENTIALITY.** VENDOR will not publicly disclose the identity of the student eligible for, or receiving, these services without the express written consent of the parents or legal guardian.
6. **EDUCATIONAL PLAN.** VENDOR will consult with the Board and, when possible, with the student's parents as needed, to develop and agree upon specific learning objectives for the student(s) as follows:
  - a) A statement of specific academic achievement goals for the student;
  - b) Distribution of progress reports to parents by post or email, where appropriate;
  - c) The method to be used to measure the student's progress;
  - d) The approximate timetable for improving the student's achievement; and
  - e) Any additional information requested by the Board or Superintendent and/or Curriculum Director
7. **INSPECTION.** The parties agree that the Board may make unannounced, on-site inspections of the services and facilities being provided under this contract.
8. **"NOT TO EXCEED" (NTE).** The Board will remit payment to VENDOR for services rendered in accordance with the payment provisions contained herein. In no event will the total amount due the provider exceed the "per student" allocation of Title I funds, unless advanced written permission has been provided to VENDOR by the Board. The total "not to exceed" (NTE) amount is as follows: \$1,339.72.
9. **PAYMENT.** This contract shall be at all times subject to the availability of Title I funds as determined by the Board Treasurer. If funds are not allocated and available for the continuance of the function performed by VENDOR hereunder, the services directly involved in performance of that function may be terminated by the Board at the end of the period for which the funds are available. The Board will notify VENDOR at the earliest possible time of any services that may be affected by a shortage of funds. The Board will be responsible for payment for services rendered through the agreed-upon term of this contract unless and until VENDOR receives written notification, in advance of services being provided. No penalty shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future

payments, lost profits, or for any damages as a result of termination under this provision beyond the time parameters identified in this Agreement. All funding availability shall be consistent with the purpose and fiscal year for which the funds were appropriated, allocated, and made available.

10. **TERM.** Services provided under this contract will be no longer than for the 2011-12 school year.
11. **BILLING.** VENDOR will submit monthly invoices to the Board covering the purchased services rendered to eligible students, payable upon receipt.
12. **ATTENDANCE & PURCHASED SERVICES.** VENDOR guarantees access for SES in the amount of time specified by the Board (e.g., once a week, twice a week, etc.) to each identified student as determined by the Board. The Board will be billed for this access time. Agreed upon access time is not dependent upon student's attendance. VENDOR's billing rate will be determined by the instructional group size originally agreed upon for the duration of SES unless the Board, the parents, and VENDOR agree to a change in the size of the instructional group.
13. **ELIGIBILITY ROSTER.** The Board will submit to VENDOR a roster of the students to receive SES which includes name of student, grade, attending school, number of sessions per week, individual or group, and/or reading or math. The Board will notify VENDOR when eligible students are added or subtracted.
14. **ELIGIBILITY.** The Board shall determine all issues of student eligibility.
15. **LOCATION.** VENDOR will use the mutually agreed-upon location to conduct SES.
16. **LAW.** The law of the State of Ohio shall apply to this contract and any amendments.
17. **AMENDMENTS.** All amendments shall be in writing and executed by both parties.
18. **SEVERABILITY.** If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law. In addition, the Board may terminate this contract if VENDOR fails to achieve the agreed-upon goals of the pupil's education plan.
19. **DRUG-FREE WORKPLACE.** VENDOR shall comply with all state and federal laws regarding a drug-free workplace. VENDOR will make every effort to ensure that all its employees performing duties under this contract will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
20. **EMPLOYEE REMOVAL.** VENDOR agrees to remove any employee from performing any services under this contract if deemed by the Board to have committed, or likely to have committed, any misconduct whatsoever which is criminal, endangers, or is likely to endanger children, or casts the services provided in an unfavorable light in any way so as to bring discredit upon the Board or VENDOR.
21. **CRIMINAL BACKGROUND CHECK.** VENDOR shall cause a criminal background check to be performed on all employees having any contact with students; and a copy of that background check shall be maintained by the provider for inspection, upon request by the Board.
22. **TUTOR CREDENTIALS.** VENDOR agrees to meet or exceed the qualifications required by the Ohio Department of Education.

IN WITNESS THEREOF, the parties have executed this Agreement on the date first above written.

\_\_\_\_\_  
Board Designee

\_\_\_\_\_  
INSERT VENDOR NAME, Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

