



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
**Agreement between the  
 School Board of Palm Beach County  
 and \_\_\_\_\_**

(Provider)

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and \_\_\_\_\_ hereinafter referred to as "Provider."

**WHEREAS**, the Board desires to enter into this Agreement with the Provider, for the purpose of providing supplemental education services in compliance with applicable law, including No Child Left Behind; and

**WHEREAS**, the Provider desires to enter into this Agreement with respect to its services to the Board, upon the terms and conditions hereinafter set forth; and

**WHEREAS**, the Provider is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform the required services.

**NOW, THEREFORE**, the Board and the Provider agree as follows:

**1. TERM**

The term of this Agreement shall commence on \_\_\_\_\_ and shall end on June 30, 2007.

**2. RESPONSIBILITIES OF PROVIDER**

The Provider shall perform the following services:

- A. **Statement of Goals.** For each eligible student whose parent elects to receive Supplemental Educational Services (SES) from the Provider, the Provider and the Board shall develop a Statement of Goals in consultation with the student's parent. The Provider shall make no changes to, or terminate, any student's Statement of Goals without the written consent of the Board and the student's parent. This consultation between the Provider, the Board and each eligible student's parent(s) shall be held before any payments are made for supplemental services. The Provider shall not be reimbursed for any supplemental services it renders without proof of this Agreement and a Board-approved Individual Achievement Plan (IAP) signed by the parent and the Provider.
- B. **Progress Reports.** For each student to whom Provider gives services under this Agreement, the Provider shall send to the Board, the student's school and the student's parent a written report describing the student's progress, including benchmark data. Progress reports shall be sent according to the submission schedule defined in section 3.B of this Agreement. If requested by the Board or a parent, the Provider shall give these reports in the following languages: English, Spanish, Creole, and Portuguese. Failure to timely submit said reports may delay the processing of the monthly invoices until receipt of these reports or, at the discretion of the Board, constitute "good cause" for termination of this Agreement.
- C. **Records of Attendance.** For each invoice, the Provider shall submit monthly records of student attendance on a form(s) generated through the Supplemental Services Tracker (SST) computer system with a descriptive cover page provided by the Board. The information shall include the name, address and school of student; the hourly rate for the service given to student; the name of Provider's employee who rendered the service; the amount of time of such service for each day measured to the nearest fifteen (15) minutes and initialed by the student's parent/guardian or the student if the parent/guardian is not in attendance; the total number of hours of such service identified by academic subject (reading, mathematics and/or writing) covered at each session; and the amount due. Each record shall be signed by a representative of the Provider, a representative of the Board and by the Director of Supplemental Educational Services.

**3. PROVIDER AGREES:**

- A. To measure the student's progress toward achieving the goals stated above by the following method(s):

\_\_\_\_\_

\_\_\_\_\_

- B. To send progress reports to regularly inform the student's parents, the student's school and the Board regarding the student's progress toward achieving the goals stated on the Individual Achievement Plan. Progress reports will be submitted to each according to the following schedule:

To parents            Weekly       Monthly       Other \_\_\_\_\_

To the school        Weekly       Monthly       Other \_\_\_\_\_

To the Board        Monthly       Other \_\_\_\_\_

Progress will be reported to Board employee Judith Klinek.

- C. # Sessions per Week: \_\_\_\_\_ # Sessions per Month: \_\_\_\_\_

Type of Service:    *Check and complete all that apply.*

Online       One-on-One

Small Group     Maximum number of students per tutor \_\_\_\_\_

Time/Day of Sessions: \_\_\_\_\_

Location of Sessions: *Check all that apply.*

School Site     Community Site     Store Front     In Home

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan and 504 Plan if applicable.

**4. PROVIDER FURTHER AGREES:**

- A. To supervise students at all times.
- B. To supervise students through the end of tutoring and until parent pick-up or appropriate arrangements are met. If services are on a school campus, the Provider must follow School Age Child Care (SACC) procedures.
- C. To comply with section 13 throughout the contractual period.
- D. To inform any tutors who are currently employed by the Board that they are not to tutor any student they presently have in their class and that they are not to commence tutoring until their workday is completed. Any violation of the above may subject the employee to disciplinary action.

**5. EVALUATION/FOLLOW-UP METHOD**

Evaluation of the Provider's services shall be conducted by staff members of the Departments of Supplemental Services and NCLB/Title I at regular intervals and in accordance with the evaluation tool provided by the Board.

**6. COMPLIANCE WITH POLICIES AND LAWS**

The Provider shall comply with all current Board Policies. The Board's Policies are located at <http://www.palmbeach.k12.fl.us/> or [www.schoolboardpolicies.com](http://www.schoolboardpolicies.com) and are incorporated herein. It shall be the Provider's responsibility to comply with all Board Policies as they may be modified from time to time during the term of this Agreement. The Provider shall abide by all applicable Federal, State and Local Laws.

**7. COMPENSATION**

- A. The Board shall pay the Provider the maximum dollar amount assigned per student by the Florida Department of Education for the School District of Palm Beach County for the 2006-2007 school year for supplemental services for each student served.

The Provider agrees that the hourly rate of \_\_\_\_\_ is the same hourly rate submitted to the Florida Department of Education in the Provider's application for approval to provide tutoring services.

- B. The Provider shall submit to the Board monthly invoices itemized by name and address of student, service provided, and amount owed. Section 8 of this Agreement provides a listing of the required documentation for each invoice. Such invoices shall be submitted by the 10<sup>th</sup> day of each month after services have been rendered. The Board shall process payments to the Provider within forty-five (45) days of submission of such invoices. Failure to timely submit said invoices to the Board may result in the delay of processing of the monthly invoices and, at the discretion of the Board, constitute "good cause" for termination of this Agreement.
- C. No payment shall be made unless and until the Board verifies that all services for which payment is requested have been fully and satisfactorily performed. The Provider shall submit to the Board any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is Judith Klinek.
- D. No payment shall be made for any services rendered prior to the date of the required background clearance and fingerprinting completed by the Board.

#### **8. METHOD OF PAYMENT**

The Provider shall submit a monthly invoice by the 10<sup>th</sup> day of each month after services have been rendered. Invoices must include the Board-provided cover page, a list of tutors' names and social security numbers, the Individualized Achievement Plan (due with first invoice only), the attendance sheets with tutors' names for students listed, the SST computer-generated itemized invoice, and the SES Student Subject and Hours form. The Provider may receive up to the maximum dollar amount assigned per student by the Florida Department of Education for the School District of Palm Beach County for the 2006-2007 school year for supplemental services for each student served. Any request for additional funds is outside the responsibility of the Board and rests with the Provider and the parent. Payment will be based on the total number of hours the student actually attends. Payment will not be made for any student absences.

The Provider shall submit a request for payment with a student attendance record and other required documentation to:

Judith Klinek  
The School District of Palm Beach County  
Supplemental Educational Services, Suite C-124  
3300 Forest Hill Boulevard  
West Palm Beach, Florida 33406-5813

#### **9. CONFIDENTIALITY OF STUDENT RECORDS**

The Provider is subject to all Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Provider acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

#### **10. STUDENT RECORD SECURITY**

All student records shall be kept in a secure location preventing access by unauthorized individuals. The Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of Provider. The Provider shall not forward to any person other than parent or the Board any student record, including, but not limited to, the student's identify, without the written consent of the parent and the Board. Upon termination of this Agreement, the Provider shall turn over to the Board all student records of the Board's eligible students to whom the Provider has provided services under this Agreement.

#### **11. PROVIDER FACILITY ACCESS**

The Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by the Board and shall be invited to participate in any review of each student's progress by the Board. Board representatives shall have access to observe each student at work, observe the instructional setting, interview the Provider, and review each student's progress.

#### **12. PROVIDER RECORDS**

The Provider shall provide access to all records or reports, or other matter relating to this Agreement upon request by the Board. The Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

### **13. BACKGROUND CHECKS/FINGERPRINTING**

The Provider shall be governed by Section 1012.32(2)(a) [231.02(2)(a)], Florida Statutes. All contractual personnel (vendors, contractors, individuals, or entities) under contract with the Board who are permitted access on school grounds when students are present, who have direct contact with students or contact with students through computer Internet services or who have access to or control of school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in section 1012.32, Florida Statutes. All contractual personnel agree to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all employees and subcontractors of the organization who meet any of the above conditions submit to a background check, including fingerprinting by the Board's Police Department, or another Florida school district, at the sole cost of the Provider. Contract personnel shall not begin providing services contemplated by the contract until he or she receives notice of clearance by the Board. Neither the Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of the Provider (or discontinuation of the Provider's services) on the basis of these compliance obligations. The Provider agrees that neither the Provider, nor any employee, agent nor representative of the Provider who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of this Agreement.

### **14. DISTRICT'S SUPPLEMENTAL SERVICES TRACKER SYSTEM (SST)**

The Provider shall use the Board's Supplemental Services Tracker system. The Provider shall attend training offered in the use of the Tracker system and appropriately follow all procedures including, but not limited to, the online enrollment of each student, completion of the goal setting and Individual Achievement Plan, completion of attendance and invoicing forms, and any additional form requested by the Tracker to enable the Board and the State to verify with the Provider or parent that services have been rendered.

The Board has paid for two hours of technical phone support for assistance to the Provider in using the Tracker system. Payment for any additional support time shall be the responsibility of the Provider. The Tracker system will notify the Provider and the Board of the hourly rate and payment due for any phone support hours in excess of the two prepaid hours. Any payment due will be deducted from the Provider's monthly invoice payment.

### **15. INDEPENDENT CONTRACTOR**

The Provider is, for all purposes arising under this Agreement, an independent contractor. The Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of the Provider or Board shall be deemed an officer, agent or employee of the other party. Neither the Provider nor the Board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

### **16. INDEMNIFICATION/HOLD HARMLESS**

The Provider shall, in addition to any other obligation to indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Provider, or anyone directly or indirectly employed by the Provider, or of anyone for whose acts the Provider may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the Provider or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Provider under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Board to enforce this Agreement shall be borne by the Provider. The Provider recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

**17. PROVIDER'S INSURANCE REQUIREMENTS:**

- A. Commercial General Liability Coverage  
Limits: \$1,000,000 Each Occurrence  
\$2,000,000 Aggregate

Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage.

- B. Worker Compensation Insurance  
Limits: Coverage A Statutory  
Coverage B \$500,000

If the Provider is entreating Board premises for services, a waiver of subrogation must be provided.

- C. Auto Liability (if the Provider is transporting students)  
Limits: \$5,000,000 Each Occurrence  
\$5,000,000 Aggregate

- D. Errors and Omissions  
Limits: \$1,000,000 Each Claim  
\$1,000,000 Aggregate

The Provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.

**18. THE PROVIDER AND THE BOARD MUTUALLY AGREE:**

- A. This Agreement terminates automatically upon payment of the total amount for supplemental services or at the close of business on the specified ending date of Agreement.
- B. This Board assumes no liability related to the provision of services by the Provider beyond reimbursement to the Provider for services as identified in this Agreement.
- C. Transportation to and from the Provider is the responsibility of the parent, guardian, or other adult unless other arrangements have been agreed upon.
- D. Absences in excess of two (2) consecutive sessions of the contracted days will result in termination of services without documentation of extenuating circumstances.

**19. AMENDMENT**

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Board.

**20. ASSIGNMENT**

Neither the Provider nor the Board may assign or transfer any interest in this Agreement without the prior written consent of the other party.

**21. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida.

**22. TERMINATION**

The Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days notice to the other party. If said Agreement should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Agreement and the Board shall only be required to pay that amount of the Agreement actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event the Board determines that the Provider's services are not being performed as agreed upon, the Provider shall be deemed to be in default and the Board reserves the right to cancel this Agreement with five (5) days notice and to withhold all monies due the Provider until such time as the Board, in its sole discretion, shall determine whether to have the services of the Agreement completed by others or to cease obtaining the services. In the event that the Board determines to have the Agreement completed by others, the Provider shall be liable for any costs of completion in excess of that called for in this Agreement. In the event that the Board determines not to have the Agreement completed by others, the Provider shall be paid for the services that it satisfactorily performed prior to the termination but, in no event, shall the Provider be paid for any work not actually performed or for lost profits.

In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience, and the Provider shall be entitled to payment only for work actually performed prior to the termination and to any additional sums.

**23. LEGAL REVIEW**

The parties hereto represent that they have reviewed the Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

**24. NOTICES**

Any notice *permitted or required* under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by *personal delivery or certified mail* to the following persons and at the following address:

Provider: *(add Provider's address)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA  
Purchasing Department  
3300 Forest Hill Boulevard, Suite A-323  
West Palm Beach, FL 33406

**NOW, THEREFORE,** the parties hereto have affixed their signatures on the day and year first above written.

**The School Board of  
Palm Beach County, Florida**

**Provider**

By: \_\_\_\_\_  
THOMAS E. LYNCH, CHAIRMAN

By: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**Attest:**

By: \_\_\_\_\_  
ARTHUR C. JOHNSON, PH.D.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

*Kasylka 7/2/06*  
**Reviewed and Approved  
as to Legal Sufficiency**