

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER  
AGREEMENT**

**BETWEEN**

\_\_\_\_\_

**AND**

**PLEASANTON INDEPENDENT SCHOOL DISTRICT**

**THIS AGREEMENT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between \_\_\_\_\_ herein called “Contractor” and the Pleasanton Independent School District, herein called “District.” The parties hereto agree as follows:**

**I. District agrees to contract with the Contractor and the Contractor agrees to personally perform in a manner satisfactory to the District the following services:**

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

**II. Compensation:** The District agrees to pay Contractor for the above services when satisfactorily performed. Payment will be made according to the Comptroller’s published Accounts Payable schedule:

**a. basis of fee \$ \_\_\_\_\_ individual rate or \$ \_\_\_\_\_ group rate**

**III. Taxes:** A W-9 tax form must be on file with the District. If you have already submitted a W-9, it is not necessary to complete another one.

**WHEREAS, the Contractor has been approved by the Texas Education Agency to provide educational services to students identified as meeting eligibility for the Supplementary Educational Services program as contained in the Texas Education Code; and**

**WHEREAS, the District has identified students meeting eligibility for the Supplementary Educational Services program along with facility space to accomplish the goals of the SES program; and**

**WHEREAS the Contractor and the District desire to cooperate in and facilitate the implementation of such Services;**

**NOW, THEREFORE, the Contractor and the District agree generally as follows:**

**The parties will set specific achievement goals for each student being served in the SES program.**

**The parties will describe the measurement for the student's progress along with a method for informing the students, parents and teachers.**

**A timetable for improving the student's achievement will be developed, along with the right to terminate this agreement if the provider fails to meet the student's goal for progress.**

**A method for payment for services is contained herein which also addresses the provision of missed SES sessions.**

**The Contractor will be prohibited from disclosing to any member of the public the identity of any student eligible for or receiving these SES services.**

**The Contractor will assure that SES services will be provided on a consistent basis and in accordance with all applicable local, state, and federal health, safety and civil rights laws.**

#### **IV. Recruitment of Students**

- A. The Contractor may not complete any part of the SES student application. The parent or guardian must complete the application and return it to the school district.**
- B. If parents are utilized by the Contractor as recruiters for this particular SES program, the parents cannot work for the Contractor in the same building in which their children attend school.**
- C. Tutoring sessions may not commence until SLPs have been approved and entered into the EZSES system.**

#### **V. Use of Facilities and Equipment**

- A. The Contractor may be permitted to use any District facility to perform the SES service by submitting a PISD Facility Use Application located on the District website.**
- B. The Contractor may use District equipment such as computers, projectors, etc. if they are for the sole purpose of use by, and benefit for, the students and not for Contractor's administrative purposes.**

#### **VI. Supervision of Students**

- A. The Contractor must assign a Site Director who will ensure all students are supervised during the provision of SES sessions and until such time as parents or guardians pick them up from tutoring.**

- B. In the event of a student involved incident during the tutoring at a District facility, the Contractor must immediately notify the campus principal or assistant principal on duty and the parent/guardian.

**VII. Student Learning Plans and Reporting of Progress**

- A. The Contractor will develop the Student Learning Plan (SLP) with parent input using the data that is provided by the PISD. If additional data is needed, the Contractor should contact the PISD Curriculum Office for assistance at (830) 569-1203.
- B. The Contractor is required to send a signed copy of the SLP to the Curriculum Office and input the SLP to the EZSES system in order to receive approval of the SLP and to begin the tutoring services.
- C. The Contractor will provide a hard copy progress report to the parent and teacher every month during the school year. The Project Coordinator will check EZSES for the progress reports.
- D. Failure to achieve desired student progress as set out in the SLP/Achievement Goals will be grounds for termination of SES tutoring from Contractor. Progress is measured by (Contractor description) \_\_\_\_\_  
\_\_\_\_\_

**VIII. Student Incentives**

The Contractor that chooses to offer an incentive to students must ensure that the cost is not equal to the per pupil allotment for tutoring.

**IX. EZSES**

- A. The Contractor must use the EZSES system for reporting and invoicing purposes.
- B. The Contractor must enter all student progress, attendance and invoicing information into the system by the last working day of each month.
- C. The Contractor must report any problems with the EZSES system to the PISD Project Coordinator at (830) 569-1203.

**X. Invoicing and Payments**

- A. Payments will be made by the District based upon a per-session/hour basis and representative of a “fee for service” amount only. There is no “up front” money paid in this arrangement between Contractor and District.
- B. Funds will only be used to pay for actual tutoring services, not baseline assessments or pre/post tests. The District will not pay for classes where students are not present.

- C. The amount of services per student may not exceed District's required rate per child allotment. Parents or guardians, however, may choose to supplement the Provider services at their own expense.
- D. Payment will not be made until the signed student attendance sheet and monthly student progress report has been received by the PISD Curriculum office as well as all EZSES data inputted for the corresponding month being billed (EZSES data includes: invoices, attendance, and student progress).

## XI. General Requirements

- A. This Agreement is a one year agreement with the option to renew said provision of services one year at a time with written agreement and approval by the parties for up to a total of five (5) years.
- B. Contractor or Contractor employees working with students must have a cleared Criminal Background Check before beginning tutoring sessions.
- C. Contractor must ensure that its employees/staff understand they are working as individual contractors and are required to look solely to the Contractor for any wages, benefits or claims.
- D. Contractor must provide a \$1,000,000/\$3,000,000 general liability insurance policy, and a \$1,000,000/\$1,000,000 professional liability/worker's compensation/auto insurance policy.
- E. Contractor and each of the Contractor's employees must agree to abide by the confidentiality provisions surrounding the use and dissemination of student educational records and information as contained in the federal *Family Educational Rights & Privacy Act (FERPA)*. Contractor also agrees that he/she may be held professionally and personally liable for violation of this Act.
- F. Any data provided by the District or that is found in EZSES is to be used for the sole purpose of the SES program for students who are already set up to receive SES services. If Contractor needs to provide additional information regarding services, setting up information sessions on or off campus, or disseminating any information to one, some or all students found on the EZSES system, the Contractor must receive prior approval from the PISD Curriculum Office.
- G. Provider agrees to use all District required reporting documents and adhere to District timelines, including:
  - 1. Creating and Inputting the Student Learning Plan (SLP) into EZSES within 10 working days of receiving student information from EZSES.
  - 2. Signed Student Attendance Sheets and Individual Student Progress/Attendance Sheets mailed or faxed by the last working day of each month.
  - 3. Inputting all information into EZSES by the last working day of the month.
  - 4. Commencing tutoring of approved students within 30 working days of receiving information from EZSES. *If the student is not served after*

*the expiration of 30 working days, then the student will be assigned to his/her next selected provider on the application.*

5. Immediate reporting of problems regarding students' attendance, communication, progress, facilities, etc. to Project Coordinator.
- H. The District is under no obligation to and does not agree to provide student transportation to and from tutoring being provided by the Contractor.

## **XII. Termination of Contract**

The Contractor shall fully and timely complete all work covered by this Agreement. This Agreement may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, in which event the District may terminate the Agreement by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the Agreement, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this contract at any time without cause by the furnishing of a five (5) day written notice from the Senior Financial Administrator to the Contractor, but the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this Agreement, less any compensation previously paid. Both parties agree to annually review the Agreement at least 60 days prior to its termination date to determine whether the SES tutoring will continue. If the parties are in agreement, they shall execute a signed written letter to that effect and provide copy of the same to the other.

## **XIII. Contractor and Hold Harmless Agreement**

It is agreed that Contractor is an independent contractor (not an employee of the District, not a substitute employee of the District, nor a business owned or operated by a district employee) and shall be solely responsible for payment of his/her employees and shall provide the insurance amounts as set out above to protect himself from liability for injuries or damages to his employees and the students he/she serves and shall be further solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. The Contractor agrees to hold the District harmless from any and all liability that the District may incur, including without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses, incurred by reason of the Contractor's negligence or breach of this Agreement.

## **XIV. Felony Conviction Notice**

Texas Education Code 44.034(a), Notification of Criminal History states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract

with a person or entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” This notice is not required of a publicly-held corporation. If notice is required of the Provider, then such Certification is to be completed at the bottom of this Agreement.

**XVI. Governing Law**

This Agreement shall be governed by the laws of the State of Texas. Venue for any causes of action shall lie in Travis County, Texas. Provider agrees to abide by all local ordinances and state and federal laws in the provision of its services to the eligible and approved students, including but not limited to, the Americans with Disabilities Act, Section 504 of the 1973 Rehabilitation Act, the Family Educational Rights & Privacy Act and Title IX of the Education Amendments of 1972.

By signing below, the Contractor certifies that he or she is not an employee of the District. This includes individuals that are not: (a) currently working due to the District’s break/holiday for students and employees; (b) a substitute employee for the District; or (c) a business owned or operated by a District employee.

As the requestor for these contracted services, I understand and approve the terms of this contract, and assure that contracted services have not begun before a purchase order has been issued.

**Contractor Information:**

Business Name or D/B/A \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Telephone ( ) \_\_\_\_\_ Facsimile ( ) \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ OR Taxpayer ID Number: \_\_\_\_\_ - \_\_\_\_\_  
Email Address \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

I, the undersigned Contractor or agent for the firm named above, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge. **The Contractor must complete the following information in accordance with state law.**

*Please sign only one:*

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Contractor: \_\_\_\_\_ Date \_\_\_\_\_

**OR**

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_ Date: \_\_\_\_\_  
*(attach additional sheet if necessary)*

Details of Conviction(s):

\_\_\_\_\_  
*(attach additional sheet if necessary)*

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
**Principal**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Director of Secondary Education**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Date**