

**CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES
FOR THE 2012 – 2013 SCHOOL YEAR**

By and Between

Harvey Public Schools District 152

And

THIS CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES FOR THE 2012 - 2013 SCHOOL YEAR (this "Agreement") is entered into this ___ day of _____, by and between the Board of Education of Harvey Public Schools District 152 (the "District"), a body politic and corporate created pursuant to the laws of the State of Illinois, and _____ (the "Provider"), a ["S" Chapter Corporation] created pursuant to the laws of the State of Illinois. The Provider and the District are collectively referred to as the "Parties," and each, a "Party."

W I T N E S S E T H:

WHEREAS, one or more schools within the District has not made adequate yearly progress for at least three consecutive years in accordance with Title I of the Elementary and Secondary Education Act, as reauthorized by the No Child Left Behind Act of 2001 ("NCLB");

WHEREAS, under NCLB, students from low-income families attending such schools ("eligible students") are eligible to receive additional academic instruction designed to increase academic achievement outside of the regular school day, which may include academic assistance such as tutoring, remediation and other educational interventions ("supplemental educational services" or "SES");

WHEREAS, the Provider has been approved by the Illinois State Board of Education ("ISBE") to provide SES within the State of Illinois in accordance with ISBE's application process established pursuant to NCLB; and

WHEREAS, at least one parent or guardian of an eligible student ("Parent") has selected Provider to furnish his child with SES for the school year referenced in the Preamble.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **PURPOSE AND STATEMENT OF WORK.** The Provider shall perform all terms, conditions and provisions contained in the scope of services description attached hereto as Exhibit A (collectively, the "Services"). The Provider shall perform the Services (i) with a high degree of skill, care and diligence, and (ii) in accordance with the highest professional standards. The Provider shall provide qualified and trained personnel and all materials and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement. The Provider will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement. The Provider shall be an independent contractor. Neither the Provider nor its personnel or subcontractors shall be considered agents or employees of the District. The Provider acknowledges and agrees that the responsibility for payment of all taxes, employees' salaries and contracts or other expenses of the Provider shall be the Provider's obligation.

[ADD IF USING DISTRICT FACILITIES: The Provider's use of District Facilities in connection with the Services shall be in accordance with the Facilities Use Agreement set forth on Exhibit C.]

2. **TERM.** This Agreement shall become effective on the date first written above and shall, subject to any earlier termination as provided herein, terminate on **June 30, 2012**.

3. **PAYMENT, EXPENSES AND BILLING.**

a. **Initial Per-Pupil Contract Amount:** Under NCLB and 23 Ill. Adm. Code 675 (the "SES Administrative Rules"), the maximum per-pupil amount the Provider is permitted to charge the District for SES is limited to the lesser of: (1) the District's per-pupil allocation under Part A of Title 1 of NCLB; or (ii) the actual cost of the

services (“actual cost”). The District’s per-pupil allocation under Part A of Title 1 of NCLB is [\$1390.27.] (the “Per-Pupil Allocation”). In accordance with the SES Administrative Rules, the Provider must establish a reasonable estimate of its total and per-pupil actual costs for purposes of its agreement with the District through the cost reporting process established by ISBE (PARS), and that reasonable estimate is the basis for this section of this contract. This reasonable per-pupil estimate is allocated as follows between the four expense categories set forth in the SES Administrative Rules:

Program Expenses:	\$ _____
Occupancy Expenses:	\$ _____
Curriculum Development Expenses:	\$ _____
Administrative and General Expenses	\$ _____
Anticipated Profit	\$ _____
Total Per-Pupil Cost	\$ _____

The Provider’s reasonable estimate of its actual per-pupil cost for the provision of SES is based on a minimum of _____ hours and on a maximum of _____ hours of tutoring per child at a reasonable estimated per-pupil hourly rate of \$ _____.

Accordingly, the “Initial Per-Pupil Contract Amount” shall be the lesser of the Per-Pupil Allocation or the applicable reasonable estimate of the actual cost reported to ISBE and set forth herein. The Provider and District acknowledge and agree that the Provider’s reported costs set forth in this Paragraph are subject to review by ISBE and, if the Provider is a non-governmental entity serving more than 50 students, the costs are subject to verification by a Licensed Certified Public Accountant, and that the costs are accordingly subject to adjustment based on such review. The District acknowledges that the presuppositions the Provider has used to create its reasonable actual cost estimate may change and thus will allow the above cost amounts to be reconsidered within this contract for possible change (See Section 10(c) below).

b. **Billings:** The Provider shall be paid the Per-Pupil Hourly Rate, based upon actual attendance by students at a session of the Provider’s program as reported to ISBE and the District through ISBE’s tracking system (STARS), and shall not be compensated the Per-Pupil Hourly Rate for students not attending a session. The Provider shall submit billings using one of the billing reports available to the Provider through STARS. The District also requires the following additional documentation be supplied with each STARS billing report: **Progress and Attendance Reports.** Billing shall be submitted to the contact person and address listed in Paragraph 12.a. This report can be mailed or hand-delivered to Johnnetta Miller by **15th of each month.** (In the event the required delivery date falls on a weekend or holiday, the prior work day will serve as the report day.)

If the District, in good faith, deems any of the obligations required of the Provider to not meet the requirements of this Agreement, it may withhold payment billed by the Provider until such insufficiency is corrected. The District shall not be obligated to pay for any Services not in compliance with this Agreement or the requirements of 23 Ill. Adm. Code 675. In the event of early termination of this Agreement, the District shall only be obligated to pay amounts incurred up to the date of termination.

c. **Final Payment.** No later than sixty days after the Provider’s conclusion of SES within the District, the Provider must report to both ISBE and the District its cost of SES within the District during the term of this Agreement in accordance with the SES Administrative Rules. The final amount paid to the Provider shall be the lesser of (i) its actual cost of SES within the District, as established and reported in accordance with the SES Administrative Rules; or (ii) the Per-Pupil Hourly Rate, multiplied by the hours of student attendance in the provider’s program. Further, the District shall not pay to the Provider any amount that, on a per-pupil basis based upon the Provider’s cost report to ISBE, exceeds the Provider’s reasonable estimate for any of the four expense categories set forth in Paragraph 3.a. The District shall withhold twenty percent (20%) of the amount owed to the Provider for services during the **2012 - 2013** school year pending the reporting of the Provider’s cost of SES within the District. Final payment by the District, or the repayment of any amounts overpaid to the Provider, shall occur by the later of: (i) thirty day’s from the Provider’s submission of its cost report to ISBE and the District; or (ii) **June 30, 2013.**

d. **No Additional Compensation.** The Provider shall not charge any other fees nor seek any payment and/or compensation of any kind whatsoever from students or Parents for the Services provided under this Agreement.

4. **CONFIDENTIAL INFORMATION**

a. Acknowledgment of Confidentiality. Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

b. Covenant Not to Disclose. With respect to the other Party's Confidential Information, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other Party's prior written approval; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

c. Student Records. Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the District. To protect the confidentiality of student education records, the Provider will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. The District will obtain necessary consent prior to disclosure of confidential student records to the Provider. The Provider will likewise obtain necessary consent prior to disclosure of confidential student records to the District.

5. **DEFAULT AND TERMINATION**

a. Provider Default: The occurrence of any one or more of the following matters constitutes a default by the Provider under this Agreement (a "Provider Default"):

- (i) The Provider becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, its debts as they become due; Provider makes a general assignment for the benefit of its creditors;
- (ii) The Provider shall commence or consent to any case, proceeding or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Provider or of the Provider's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or (b) seeking appointment of a receiver, trustee or similar official for the Provider or for all or any part of the Provider's property;
- (iii) Any case, proceeding or other action against the Provider shall be commenced (a) seeking to have an order for relief entered against the Provider as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Provider or the Provider's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or (c) seeking appointment of a receiver, trustee, or similar official for the Provider or for all or any part of the Provider's property;
- (iv) The breach of any representation, certification or warranty made by the Provider in this Agreement or in the Provider's application approved by ISBE;
- (v) The Provider attempts to assign, convey or transfer this Agreement or any interest herein without District's prior written consent;
- (vi) The Provider fails to observe or perform any other covenant, agreement, obligation, duty or provision of this Agreement, and such failure continues for thirty (30) days after the Provider's receipt of written notice thereof from District; or
- (vii) The Provider discloses the public identity of any student who is eligible for or who receives Services without the written permission of the Parents.

b. Notification to the State Superintendent of Education; Termination of Services. Upon the occurrence of a Provider Default, the District shall provide written notification to the State Superintendent of Education. The State Superintendent of Education shall require information from both the Provider and the District to determine the validity of the declaration of the Provider Default. Following the receipt of such information, the State Superintendent of Education shall either (i) permit the District to proceed with the termination of this Agreement; (ii) permit the District to proceed with the termination of SES at a particular school, if performance issues are localized, whereupon the Parties shall amend this Agreement to reflect the same; (iii) institute a corrective action

plan in accordance with the SES Administrative Rules, whereupon the Parties shall amend this Agreement to reflect the same; or (iv) invalidate the declaration of a Provider Default. Any damages incurred by District as a result of a Provider Default shall be borne by the Provider at its sole cost and expense, shall not be payable as part of the contract amount set forth in Paragraph 3(a) and shall be reimbursed to District by the Provider upon demand.

c. Termination of Services to a Particular Student. A school district may, upon ten (10) days prior written notification to the Provider and the State Superintendent of Education, terminate the services a Provider is providing to a particular student if the Provider is unable to meet the student's specific achievement goals set forth in the student's ILP. Any such termination shall be separate and apart from the default and termination procedures set forth in Paragraphs 7.a. and 7.b.

d. Immediate Cancellation. The District may cancel this Agreement immediately, without fault or penalty, if ISBE revokes its approval of the Provider, or if funds are no longer made available for this Agreement through action of either the State or Federal government.

6. INDEMNIFICATION AND INSURANCE.

a. General Indemnification: To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold harmless District, its board, and its officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the Provider, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Provider or its subcontractors to comply with any laws or regulations applicable to the performance of the Services; (iii) any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret; or (iv) the breach of any representation or warranty provided by the Provider herein.

b. Insurance Requirements: The Provider shall maintain insurance policies in the amounts required by the application under which it has approval from ISBE to offer SES services. Such policies shall include, without limitation, the following minimum coverages:

i. A broad form Commercial General Liability Insurance policy written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.

ii. A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rent, leased and non-owned automobiles, written with combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury and/or property damage.

iii. A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than

1. \$500,000 for bodily injury by accident, each accident
2. \$500,000 for bodily injury by disease, each employee
3. \$500,000 aggregate liability for disease

The policies specified above shall be placed with insurance coverages reasonably acceptable to ISBE, and shall incorporate a provision requiring the giving of notice to ISBE at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. Unless otherwise agreed to in writing by ISBE, the Provider will cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Provider hereunder.

Upon execution of this Agreement and upon request of District, the Provider shall provide copies of certificates of insurance evidencing the coverage described in this Paragraph.

7. **SUBCONTRACTOR DISCLOSURE.** As of the effective date of this Agreement, the following subcontractors are expected to perform work pursuant to this Agreement and to be paid with funds provided hereunder:

Name	Address	Anticipated Amount
N/A		
N/A		

If during the term of this Agreement, the Provider wants to retain subcontractors to be paid with funds provided by this Agreement not listed above, the Provider must first obtain District's prior written approval. Provider agrees to abide by the restrictions in 23 Ill. Adm. Code 675.30 regarding the employment of district or district-related personnel.

8. **RECORD-KEEPING.** The Provider and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the District under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Provider for a period of five (5) years from the later of the date of final payment under the Agreement or completion of the services, and by the subcontractor for a period of five (5) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The five- (5) year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this Paragraph shall be available for review or audit by representatives of the District upon reasonable notice and during normal business hours. The Provider and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the District for the recovery of any funds paid by the District under the Agreement for which adequate books and records are not available to support the purported disbursement. The Provider shall not impose a charge for audit or examination of the Provider's book and records.

9. **COOPERATION**

Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide a quality SES program for students within the District. The Provider shall cooperate with District representatives visiting and observing tutoring sessions, interviewing students and Parents and taking such other actions deemed necessary by the District to administer and evaluate the Services and the District's overall SES program. The District shall cooperate with the Provider in supplying needed student information as quickly as possible after securing written parental permission to disclose.

10. **GENERAL PROVISIONS.**

a. Notices. All notices, billings or other correspondence required to be given to either Party pursuant to this Agreement shall be sent by facsimile or delivered or mailed to the following addresses:

DISTRICT
Attention:
Johnnetta Miller
16001 Lincoln Avenue
Harvey, IL 60426

PROVIDER
Attention:

Facsimile: 708-333-0349

b. Program Managers. Each Party hereby designates the following Program Managers who will oversee the implementation of the Services within the District:

For the Provider: _____

For the District: **Johnnetta Miller** _____

Each Party may from time to time change the designation of the Program Manager by notice given to the other Party in accordance with Paragraph 10.a.

c. Amendment. This Agreement may only be amended in writing signed by both Parties.

d. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party. The matters recited on the first few pages of this Agreement are hereby incorporated into and made a part of this Agreement.

e. Construction/Order of Documents. The Parties agree that in determining their rights and obligations to each other, the express terms and conditions set forth in the main body of this Agreement shall be controlling over any term and condition contained in the Exhibits attached hereto, and that any ambiguity shall be resolved by first applying the terms and conditions set forth in the main body of this Agreement.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

g. Compliance With Laws. The Provider shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Provider's services. The Provider shall secure, pay for and maintain all registrations, licenses, certifications, permits or approvals which relate to the provision of its Services. If the Provider should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the services, the Provider shall immediately notify District in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of District.

h. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

i. Time is of the Essence. Time is of the essence of this Agreement.

j. Ownership of Records. All records, reports, documents or other material delivered to or transmitted to the District pursuant to this Agreement shall remain the property of the District.

k. Cumulative Rights. Except as otherwise provided in this Agreement, rights and remedies available to the District and/or the Provider as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to District and/or the Provider in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

l. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.

m. No Waiver. No course of dealing or failure of the District and/or the Provider to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

n. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

o. Certifications and Assurances: The Provider represents and warrants that all of the certifications and assurances set forth on Exhibit B attached hereto are and shall remain true and correct.

p. Exhibits: The following Exhibits are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - PROVIDER CERTIFICATIONS AND ASSURANCES

EXHIBIT C - CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

JOHNNETTA MILLER
District Name

Provider Name

District Authorized Signature

Provider Authorized Signature

Its: **INTERIM DIRECTOR OF TEACHING AND LEARNING**

Its: _____

Date: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

1. General Requirements

The Provider shall cause SES to be delivered to eligible students enrolled in the Provider's program in accordance with this Agreement, the Provider's application as approved by ISBE and as may be amended from time to time, the SES Administrative Rules (23 Ill. Adm. Code 675) and all other applicable Laws, and the student's Individual Learning Plan ("ILP"). The Provider acknowledges that in accordance with the SES Administrative Rules, the Provider's program must be offered in accordance with the elements in the Provider's approved application. Specifically, the program must:

- include an appropriate, nationally recognized diagnostic assessment for use in identifying students' weaknesses and achievement gaps upon which to build an individual student plan and learning goals;
- use targeted remediation/instruction that is aimed at addressing the individual skill gaps revealed during the assessment and that is based upon an individual learning plan;
- include a post assessment linked to the diagnostic assessment to determine whether student gains occurred and to further develop a plan for either re-teaching skills or identifying new skills for instruction;
- align with the Illinois Learning Standards set forth at 23 Ill. Adm. Code 1, Appendix D, in the subject areas being presented by the Provider;
- be consistent with the academic program a student experiences in the regular school day; and
- use instructional practices that are high-quality, research-based, and specifically designed to increase students' academic achievement.

The Provider will provide Services that are aligned to the student's ILP, and in a manner that allows the timetable written in the ILP to be met.

2. Assignment of Students

The District will provide Parents of eligible students with a listing of supplemental educational service providers seeking to provide services within the District. The District will include with this listing the abbreviated program description submitted by the Provider to ISBE with its application, and such other marketing materials/flyers provided by the Provider to the District in sufficient quantities for distribution. Parents will be required to complete an enrollment form and then return it to the District in a process prescribed and made known by the District. The District will assign eligible students to the Provider in accordance with selections made by Parents and will supply to the Provider as soon as is practicable such student information as is needed by the Provider to execute this contract. The Provider will adhere to District procedures regarding the selection of students if sufficient funds are not available for all students seeking supplemental educational services. The list of assigned students is subject to change from time to time based upon subsequent Parental requests and student transfers. The Provider may not impose additional criteria on the admission or assignment of otherwise eligible students to its program; provided, however, that admission or assignment is subject to the limitations in the Provider's ISBE-approved application.

a. Meetings

Upon receipt of the assigned student list, the Provider must schedule an orientation conference with the principal of each assigned student's home school. During such conference, the Provider and principal will develop an outreach plan to contact Parents. If the Provider is using District facilities, the principal will also explain all policies, procedures and guidelines related to the delivery of services on school property. The principal will also identify the school's designated SES coordinator.

Prior to the commencement of a student's SES, the Provider will meet with the student's Parent(s) and District personnel to develop statements of specific achievement goals for the student to be set forth in the student's ILP. The District will retain the original signed ILP, and the Provider and Parents will receive copies. The District may withhold payments to the Provider for services to any student for whom an ILP has not been created or the original of that ILP has not been delivered to the District. The Provider will meet with Parents at the end of the Provider's program to discuss the student's progress over the course of the year, and to obtain the Parent's assessment of the Provider's program through the Parent survey.

During the term of this Agreement, the Provider will meet with representatives of the District to discuss the

Provider's overall program or an individual student's progress at such times and at such frequency as the District may reasonably request.

b. Notifications

The Provider shall immediately notify the District's Program Manager in writing of any assigned student who fails to attend three consecutive sessions. The Provider shall immediately drop any student (and so record this fact in STARS) who fails to attend five consecutive sessions or who has missed and failed to make up twelve sessions in total. The Provider shall provide advance notice to the District Program manager any time its tutor will be unable, for any reason, to conduct a scheduled tutoring session. Any tutoring sessions that are cancelled due to tutor no-shows must be rescheduled as soon as possible on a date mutually agreed upon by the District Program Manager and the Provider.

The Provider shall immediately report to the District any injuries sustained by students during the course of the Services.

The Provider shall promptly notify the District of any grievances or complaints received from Parents or District personnel. The Provider shall report the resolution of such grievances or complaints as well.

c. Reporting

The Provider must report attendance through STARS for all students participating in the Provider's program, recording their participation in, or absence from, tutoring sessions.

The Provider must submit progress reports to Parents and teachers/schools regularly. "Regularly" is defined as monthly. The Parent's copy of the report must be mailed to the parents by the 15th day of each month. The school's copy can be mailed or hand-delivered to Johnnetta Miller by _____. (In the event the required delivery date falls on a weekend or holiday, the prior work day will serve as the report day.) If Parents or teachers desire more frequent reporting for a particular student, this additional reporting will be set forth in a student's ILP. The final progress report must describe the student's performance on the post-assessment administered by the Provider, and include an assessment of whether the Provider met the objectives for the student set out in the ILP. An objective will not be considered "met" until at least an 80% mastery rate is demonstrated by the student.

End-of-year reporting requirements to the district will comprise Final progress reports detailing student assessment scores, attendance and program recap. This report can be mailed or hand-delivered to Johnnetta Miller by

_. (In the event the required delivery date falls on a weekend or holiday, the prior work day will serve as the report day.)

EXHIBIT B

PROVIDER CERTIFICATIONS AND ASSURANCES

The Provider hereby represents and warrants to the District that the following certifications and assurances are and shall remain true and correct:

- i. All individuals providing Services to children meet, at a minimum, the requirements for paraprofessionals under the No Child Left Behind Act of 2001;
- ii. The Provider is duly organized, validly existing and in good standing under the laws of the state of its incorporation, and duly qualified to conduct business in Illinois;
- iii. In the case of students with disabilities, the Provider's program will support the implementation of the student's Individualized Education Program under Section 614(d) of the Individuals with Disabilities Education Act and provide services consistent with section 504 of the Rehabilitation Act of 1973.
- iv. All instruction and content shall be secular, neutral and nonideological.
- v. All Services will be provided outside of the regular school day.
- vi. The Provider will respect the confidentiality of student records and share this information only with parents and appropriate school personnel. The Provider will not disclose to the public the identity of any student who is eligible for, or receiving, SES without the prior written permission of the Parents.
- vii. In accordance with 105 ILCS 5/10-21.9, all individuals providing Services to children will have successfully completed criminal background checks, and evidence will be provided to the District of the same. For tutors who are not resident in the United States, these criminal background checks will also include a check conducted in each tutor's country of residence that is comparable in scope to the federal and state check required in 105 ILCS 5/10-21.9.
- viii. In accordance with 105 ILCS 5/24-5, individuals providing Services to children will be in good health and free of communicable disease, and evidence will be provided to the District of the same.
- ix. The Provider will not discriminate on the basis of race, national origin, or sex in accepting students and providing students with Services. The Provider may decline to begin services to students with disabilities if the Provider determines that one or more of the disabling conditions are beyond the capabilities of the Provider, and the Provider shall not accept ELL or disabled students unless approved to do so by ISBE. Having once accepted a disabled student into its program, a Provider may not decline to continue offering services to that student as it does to all other students.
- x. The program information submitted herein, as well as the information contained in the Provider's ISBE-approved application, shall be consistent with the Services offered pursuant to this Agreement.
- xi. The Provider shall comply with all requirements set forth in 23 Ill. Adm. Code 675 including, but not limited to, the SES Provider Code of Ethics set forth in 23 Ill. Adm. Code 675.30.
- xii. The Provider has full legal right and authority to use any and all equipment, software, data, materials, products, trade secrets and intellectual property used in connection with the Services.
- xiii. If the Provider offers its services through a provider-supplied computer and/or Internet connection, the computer and/or Internet connection must be so devised as to be useable only for SES purposes during the provision of services.

EXHIBIT C

CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES

Facilities & Equipment Usage. Provider, its employees or agents performing Services, shall be permitted to enter upon and utilize District facilities in connection with the performance of its Services hereunder, subject to the terms and conditions contained herein and those rules established by the District and the school. Provider shall provide advance notice to the school Principal and the District's Program Manager of any such intended use of school property to furnish Services hereunder. In those instances where Provider is authorized to utilize a District facility and related equipment to provide Services, Provider shall establish a usage schedule with the Principal.

- **Provider shall pay \$17.50 per hour for _____ hours (\$). This amount will be deducted from the first invoice.**
- **Providers using non-district employees must submit to a background check, using the District's source, at the provider's expense of \$50 per person. This amount will be deducted from the first invoice.**
- **Providers must submit proof of insurance naming Harvey Public Schools District 152 as the certificate holder.**

Conditions of Use. Provider accepts the school premises and equipment in an as-is condition and Provider is solely responsible for determining that such premises and equipment are suitable for its program use. Consent to enter upon and use District property given by the Principal and the District's Program Manager shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the District. The Principal shall have the authority to the maximum extent possible to direct and condition Provider's use of a school in performing the Services set forth herein. Provider shall not conduct any other business on District property other than the Services and other matters associated with this Agreement. Provider shall use, and shall cause each of its employees and agents to use, the highest degree of care when entering upon and utilizing any property owned by the District in connection with the Services. Provider shall be responsible for the costs associated with the repair and restoration of any school property that is damaged as a result of Provider's usage, reasonable wear and tear excepted. Provider shall comply and shall cause each of its employees and agents, to comply with any and all instructions, requirements and licenses for the use of such property. Any and all third party claims, suits or judgments, costs or expenses, including attorneys, reasonable fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the insurance and indemnification provisions contained in the Agreement.