

## **REQUIRED ELEMENTS FOR CONTRACTS BETWEEN SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS AND DISTRICT OF COLUMBIA LOCAL EDUCATIONAL AGENCIES**

In order to ensure consistency in the contracting process and to assist Local Educational Agencies (LEAs) in their monitoring role for contract compliance of Supplemental Educational Service (SES) providers, the following elements are required to be included in any contracts drawn up between the LEA and SES. Both the Office of the State Superintendent of Education (OSSE) and the LEAs have an obligation to review these contracts to ensure appropriate execution of the elements there within. In the event that the contract elements are not adhered to, appropriate steps must be taken by the LEA to offer the SES provider a notice to cure. Continued failure to execute the required contract elements should be reported to OSSE for appropriate action, included but not limited to removal from the state-approved SES provider list.

**Dates of Contract Execution.** All contracts must contain language that gives specific dates in which the contract is valid. Valid dates for a contract may not exceed a one-year period, although second option year may be offered based on the compliance and effectiveness of the SES provider. LEAs are encouraged to open contracts to a 12 month period, which would include the provision of services during the summer months for eligible students.

**Termination of Contract.** All contracts must contain language that provides for the termination of the contractual relationship prior to the stated end date of the contract. Specific reasons for termination of contract should be listed. These include, but are not limited to:

- (1) Parents opting to discontinue services with a particular provider for any reason;
- (2) Removal from state-approved SES list;
- (3) staff providing services to students prior to receiving appropriate background clearances;
- (4) Inappropriate marketing techniques, which include, but are not limited to agreements between any school and/or LEA official to receive special consideration for program that limits access by other state-approved SES providers;
- (5) Failure to provide services to assigned students due to actions on the part of the SES provider (i.e. failure for tutor to show up to render services for more than 3 sessions);
- (6) Submission of falsified documents to support services rendered to students; and
- (7) Contractual violations.

This section must also include information regarding notice to cure and appeal processes available to the SES provider. This information must include the timeline for implementation of the cure notice.

**Revision of Contract Terms.** All contracts must contain language regarding revision of contract terms. Specifically, this information should state when contract revisions can be made and for what reasons.

**Provider Obligation To Evaluate Students.** All contracts must have language regarding the following:

- (1) The date by which the specific achievement goals for each student receiving SES services will be developed
- (2) The specific method by which the achievement goals will be developed
- (3) The description of how student progress will be measured and the frequency of that measurement
- (4) The specific timeframe for improving student achievement before the date of the state assessment
- (5) The specific timeframe and method for reporting student achievement results to LEA, school officials, and parents
- (6) The specific assessment method used to evaluate students, including the specific name of the pre- and post-assessments

**Program Description.** All contracts must have language regarding the following:

- (1) The amount of instructional time to be provided to each student. This includes the number of days, sessions, instructional hours for service delivery.
- (2) The minimum number of students required for the SES provider to establish a tutoring site, as applicable.
- (3) The location of services to be provided. This includes alternative locations should the minimum number of students to establish a site not be met.
- (4) A brief summary of the program to be delivered, including instructional methodology.
- (5) The tutor to student ratio for instruction

**Reporting.** All contracts must include language regarding the timeline and frequency of the SES provider reports to the following entities:

- (1) Parents
- (2) LEA officials
- (3) School officials

Additionally, language must be in the contract regarding the language the reports should be prepared in and the accessibility by which these reports can be obtained.

All reports must contain:

- (1) Information about the student progress (when applicable stating the results of pre, post, and benchmark assessments)
- (2) Attendance information regarding the student
- (3) The number of sessions remaining for the student

- (4) The amount of funding available for the student
- (5) Verification of receipt (i.e. signature and date) from the entities stated above

**Staffing.** All contracts must include language regarding:

- (1) The qualifications of staff responsible for delivery of instructional program
- (2) The student- teacher ratio
- (3) The method by which staff is recruited (i.e. will this be regular school day staff?)
- (4) Certification that staff members are not able to begin working directly with students until appropriate FBI fingerprint and background clearance is on file.

**Monitoring Providers.** All contracts must contain language regarding:

- (1) How the LEA will monitor providers
- (2) What the monitoring will entail (i.e. reports, site visits, etc.)
- (3) What documentation will be used for monitoring
- (4) What will be the frequency of the monitoring, including what is the timeline for notification and completion
- (5) What, if any, scale/rubric will be used to determine contractual compliance
- (6) The accessibility of documentation and services to LEA monitoring team

**Billing/Payment Procedures.** All contracts must have language regarding:

- (1) The specific hourly rate per services to students
- (2) The specific provisions for payment of services
  - a. what documentation is required
  - b. what date invoices may be submitted
  - c. number of days until payment will be received
  - d. who invoices and documentation should be submitted to
- (3) Procedure for resubmitting invoices, if applicable

**Student Confidentiality.** All contracts must contain an assurance from provider that identity of students eligible for or receiving SES will not be disclosed without written permission of parent of student.

**Special Student Populations.** All contracts must address the following:

- (1) In case of a student with disabilities under IDEA or a student covered under Section 504, the SES plan is consistent with the student's IEP under 614(D) of the IDEA or the student's individualized services under Section 504 of the Rehabilitation Act of 1973
- (3) A description of services that will be provided LEP students, if applicable

**Assignment of Students.** All contracts must address how students and when students will be assigned to providers. Specifically, contracts must address the way in which the enrollment forms must be submitted to the LEA for appropriate verification (i.e. are providers allowed to collect enrollment forms or must they be submitted to school/LEA).

**Technical Assistance/Implementation Meetings.** All contracts must specify the expectations of the LEA that SES providers participate in technical assistance/implementation meetings. This should include the number of meetings and frequency and duration of meetings. These meetings may also be part of the monitoring protocol.

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