

**SUPPLEMENTAL EDUCATIONAL SERVICES  
DRAFT POLICIES**

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**APPEALS.**

The following process has been established for Supplemental Educational Services (SES) provider applicants and current state-approved providers to appeal a denial, suspension, revocation of state approval. If a state-approved SES provider believes that suspension or revocation of state approval as a SES provider and thereafter a removal from the state list of state-approved providers is unwarranted or if a SES applicant believes that denial of his or her application is unwarranted, the following procedure may be used by the provider to appeal the state’s decision.

All appeals shall be filed in writing with the Office of the State Superintendent of Education (OSSE) within 10 calendar days of the SES provider receiving written notice from OSSE of denial of an application or suspension or revocation of state-approved status. Appeals shall be considered received by OSSE on the date they are postmarked.

Appeals may not be submitted electronically to OSSE. Only appeals filed in accordance to this time frame shall be considered for appeal by OSSE.

What must be included in all appeals?

To be considered, appeals shall:

- Be submitted in writing and include the following information:
  - A clear statement of the allegation(s);
  - Specific reason(s) for believing OSSE’s decision was not proper or was not made in accordance with federal and/or state regulations, policies, or procedures. Please note that to the extent possible, this should include specific references to federal and/or state regulations;

- A summary of the facts upon which the allegation(s) is based. Please note that to the extent possible, this should include specific names and dates relevant to the allegation; and
- Any documentation supporting the allegation(s).
- Be signed by the individual authorized to submit the application and/or correspond with the state on behalf of the SES provider. Please note that this individual's name should be on the application cover page and/or, in the case of a state-approved SES provider, on file with OSSE.
- Contact information, including name of individual filing the appeal, name of the organization, mailing address, telephone number(s), and email address.

What is the procedure for considering appeals?

There are two separate appeal procedures. Appeal Procedure #1 addresses OSSE's decision to deny initial approval of a SES application and subsequent refusal to place the provider on the state-approved SES provider list. Appeal Procedure #2 addresses OSSE's decision to revoke the approval of a SES provider and remove them from the state-approved provider list.

Once the type of appeal has been determined, the course of action taken shall follow the procedure as set forth below:

Appeal Procedure #1: *Appeals of OSSE's decision to deny initial approval of a SES application and subsequent refusal to place the provider on the state-approved SES provider list.*

The appeal shall be reviewed by a committee three to five persons convened expressly to determine the status of a SES appeal.

The committee will review the documentation provided within 14 calendar days. This review will include providing the applicant with the opportunity to present evidence in person to the appeals committee.

The appeals committee will notify the State Superintendent (or his/her designee) of its decision within 10 calendar days after the review.

The committee's decision is final.

The Office of the State Superintendent will notify the Board of Education and the applicant of the appeals committee's decision with 10 calendar days after receipt of the final decision.

Appeal Procedure #2: *Appeals of OSSE's decision to revoke the approval of a SES provider and remove them from the state-approved provider list.*

The appeal shall be reviewed by a committee of three to five persons convened expressly to determine the status of a SES appeal.

The committee will review the documentation provided within 14 calendar days. This review will include providing the SES provider with the opportunity to present evidence in person to the appeals committee. This meeting will be open to the public for additional comment regarding the status of the SES provider. Parents, students, and LEA representatives will be encouraged to participate in the meeting.

The appeals committee will notify the State Superintendent (or his/her designee) of its decision with 10 calendar days after the review.

The committee’s decision is final.

The Office of the State Superintendent will notify the Board of Education and the applicant of the appeals committee’s decision with 10 calendar days after receipt of the final decision.

What is the composition of the SES appeals committee?

The SES appeals committee shall be comprised of three to five persons with expertise in Title I Part A and/or experience with implementation of the SES program. The committee shall contain, at minimum, one OSSE state program practitioner with expertise in Title I, Part A and members from at least two of the following categories:

- Committee of Practitioner members
- School Support Team members
- State System of Support members
- OSSE Office of Review and Compliance staff
- Representatives from Title I LEAs with experience with SES
- Current SES provider in “good standing”

Please note that in the case of appeals of OSSE’s decision to revoke the approval of a SES provider and remove them from the state-approved provider list, the Title I LEA may not have had services delivered to its students during the current tenure of the SES provider’s state-approved status.

Who appoints the SES appeals committee?

The SES appeals committee will be appointed by the Director of Academic Supports and Intervention.

What decisions may be made by the SES appeals committee?

As a result of the review process, the SES appeals committee shall make one of the following decisions:

- Affirm the original decision (deny the appeal)
- Ask for more information (continue the review)
- Overturn the original decision (approve the appeal)

As a result of Appeals Procedure #1, if the SES appeals committee affirms the original decision and denies the appeal, the applicant is encouraged to apply again during the next competitive cycle.

As a result of Appeals Procedure #2, if the SES appeals committee affirms the original decision and denies the appeal, the SES provider may not be placed on the state-approved list for two continuous years after revocation and removal.

As result of either Appeals Procedure #1 or #2, if the SES appeals committee asks for more information, the appeals committee’s review process and timeframe for rendering a final decision may not exceed an additional 30 calendar days.

As a result of either Appeals Procedure #1 or #2, if the SES appeals committee overturns the original decision and approves the appeal, OSSE will begin corrective action efforts to approve and/or re-instate the SES provider. This corrective action effort may not exceed 10 calendar days.

All SES appeals must be submitted in writing to:

*Director of Academic Supports and Intervention  
District of Columbia Office of the State Superintendent of Education  
51 N Street, NE, 7<sup>th</sup> Floor  
Washington, DC 20002*

### **CODE OF ETHICS.**

A provider will abide by ethical business practices, as adopted by the Education Industry Association in its Code of Professional Conduct and Business Ethics for Supplemental Education Services Providers (See [http://www.educationindustry.org/eia/files/ccLibraryFiles/Filename/000000000220/EIA%20SES%20Code\\_of\\_Standards\\_and\\_Ethics\\_final%20rev\\_1-08-08.pdf](http://www.educationindustry.org/eia/files/ccLibraryFiles/Filename/000000000220/EIA%20SES%20Code_of_Standards_and_Ethics_final%20rev_1-08-08.pdf)), amended January 8, 2008.

### **CONTRACTS.**

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.

**EVALUATION.**

In addition to provider determined assessments, a provider will undergo a state evaluation, utilizing a state-approved assessment, to determine student progress. Section 200.47(a)(4)(i) of the federal regulations requires the state to monitor the quality and effectiveness of services offered by each provider. Sec. 200.47(b)(1)(i) requires the provider to offer SES services that are consistent with the state academic content and achievement standards. To ensure that the state can accurately report on the progress of its students participating in tutoring programs, one uniform assessment will be used.

The provider understands that each student is required to participate in a state-approved assessment. If the LEA administers a state-approved assessment to its students, those results will be used for the evaluation. If the student's LEA does not administer a state-approved assessment, then the provider will be required to do so. The state will provide funding and training for providers who administer the assessment. Training will be conducted at the mandatory meetings in the summer. The provider will annually submit assessment and attendance data to the state office by May 30<sup>th</sup>, in order to determine if providers are making progress with their students.

Demonstrating progress on a state-approved assessment will be a prerequisite to future approval. A formal evaluation will be conducted by the state to measure students' progress in reading/language arts and mathematics. Effective supplemental educational services mean that providers show significant academic progress with at least eighty percent (80%) of the students who received SES. Academic progress will be determined based on a student learning gain of at least one proficiency level on a state-approved assessment. A baseline assessment will be given at the beginning of the program and compared against a final assessment. Any provider that fails for two consecutive years to meet the threshold will be removed from the state-approved list. Evaluation results regarding the quality and effectiveness of provided services will be posted the state website. Providers not meeting the requirement for 80% of students to make progress will not be approved.

A provider that has failed, after one year, to significantly contribute to the increased academic proficiency as measured by the results of the state assessment will receive a warning status. Additional, monitoring and reporting may be required.

***INCENTIVES.***

A provider or school district may not provide incentives to entice a student or a student's parent to choose a provider. After a provider has been chosen, the student may be awarded incentives for performance or attendance, the total value of which may not exceed \$50 per student per year.

***PARENTAL ENGAGEMENT/NOTIFICATION.***

A provider will annually participate in a state/district promotional fair to promote supplemental educational services.

A provider will regularly, no less than monthly, provide written notify to parents and the appropriate schools regarding the academic progress of students receiving SES.

An LEA will make informational phone calls to all parents in the schools receiving SES/School Choice, announcing the availability of services. These calls will be scheduled during the month of October to November.

An LEA will be providing Supplemental Educational Services information at the Family/Parent Informational sessions hosted by the schools during open house and other family/parental meetings.