

**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%20of%20Standards%20and%20Ethics%20final%20rev%201-08-08.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.**

The purpose of this policy is to establish how the state will monitor and evaluate supplemental educational service providers.

Providers will be evaluated in three areas: service delivery, customer satisfaction and academic effectiveness. Based on data submitted for each category described in detail below, an overall evaluation rubric is used to rate each provider in the three categories. Accompanying each category will be an assessment scale consisting of five levels of attainment and accompanying verbal descriptions. An example of a possible provider rubric is provided in Table 1T<sup>1</sup>.

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)(ii) 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, a 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. Those providers providing services over the summer will submit assessment and attendance data, for the June 1<sup>st</sup> – August 15<sup>th</sup> period, to the state office by August 30<sup>th</sup> in order to determine if providers are making progress with their students enrolled during the summer months.

Evaluation results regarding the quality and effectiveness of provided services will be posted on the state website.

The first evaluation category is: **SERVICE DELIVERY**

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<sup>1</sup> Source: Kentucky Department of Education and the Center for Research in Educational Policy

*Each provider's Service Delivery rating is based on:*

**ON-SITE MONITORING VISITS**-Providers are rated on observed lesson quality, teacher qualifications, time on task, and student/instructor ratio. Providers are also asked to submit compliance documentation, including information about criminal background checks, health and safety policies, lesson plans, progress reporting, and financial viability.

**SURVEYS** – District coordinators, principals, site coordinators, teachers, and parents are asked to respond to a survey and give their perceptions of the service delivery (including contract compliance) by providers, for the current school year.

The second evaluation category is: **CUSTOMER SATISFACTION**

*Each provider's Customer Satisfaction score is based on:*

**SURVEYS** – District coordinators, principals, site coordinators, teachers, and parents are asked to respond to a survey and give their level of satisfaction with provider services for the current school year. All of these respondent groups are asked to react to similar questions to promote triangulation of data. These questions relate to such areas as provider communications, adherence to academic standards, individualization of instruction, and the overall perceptions of each provider serving students.

The third evaluation category is: **ACADEMIC EFFECTIVENESS**

*Each provider's Academic Effectiveness score is based on:*

**PROVIDER DATA FORMS** - Providers are required to report pre and post assessment scores for each subject offered that are aggregated, disaggregated by subgroup, and provided for a 75 percent sample of individual students (with all identifying student information removed). The sample must include students in each of the completion tiers: Tier I – 80% or more program completion; Tier II – 50% to 79% program completion, and; Tier III – 49% or less program completion.

Providers are required to report attendance data and the number of students meeting goals that were predetermined with the district.

**STATE ASSESSMENT COMPARISON** - This part of the evaluation process is currently in the pilot phase only. However, in the future, this will also be included as part of the state's overall evaluation of a provider's academic effectiveness. Providers will be graded based on the percentage of students who have increased state assessment (i.e., DCCAS, DIBELS) scores, as well as their students' performances on state assessment (i.e., DCCAS, DIBELS) when compared to a within-school matched group of non-SES students.



Table 1. *Sample Rubric of Overall Evaluation of Provider Effectiveness*

<b>Outcome</b>	<b>Insufficient Information</b>	<b>Below Standards</b>	<b>Marginal Quality</b>	<b>Acceptable</b>	<b>Above Standards</b>
1. Student Achievement	There is insufficient information available to determine student achievement outcomes.	Students have not shown gains related to tutoring received from service providers.	About half of the students have made some gain related to tutoring received from service providers.	There has been some gain for the majority (over 60%) of students related to tutoring received from service providers.	Most students (over 75%) have shown gains related to tutoring received from service providers.
2. Communication	There is insufficient information available to determine communication outcomes.	Provider has not communicated with the principals, teachers, and parents of students served.	There has been limited communication throughout the year between the provider and at least two of the following: principals, teachers, and parents.	There has been some regular communication throughout the year between the provider and the principals, teachers, and parents of students served.	There is an ongoing and sustained system of communication between the provider and the school-level educators as well as parents of students served.
3. Instructional Plans	There is insufficient information available to determine instructional plans of the provider.	Provider does not plan instruction explicitly geared to student needs or to reinforce their regular academic program.	Provider is in the planning stages of gearing instruction to student needs, and reinforcing the regular academic program.	Provider has made some attempt with the majority of students to plan instruction explicitly geared to student needs and to reinforce the regular academic program.	Provider instructional plans are explicitly geared to the needs of most or all students and reinforce the regular academic program.
4. Local and State Standards	There is insufficient information available to determine alignment with local and state standards.	None of the instructional plans used by the provider are aligned with local and state academic standards for students.	Provider is in the process of aligning instructional plans with local and state academic standards for students.	Some of the instructional plans used by the provider are presently aligned with local and state academic standards for students.	Most or all of the instructional plans are presently aligned with local and state academic standards for students.
5. Special Ed/ELL Students	There is insufficient information available to determine special ed/ELL student outcomes.	Provider does not offer accommodations for addressing the needs of special ed or ELL students.	Provider has made limited accommodations for addressing the needs of special ed and ELL students.	Provider has made some accommodations for addressing the needs of special ed and ELL students.	Provider offers appropriate services, if needed, to special education and ELL students.
6. Provider Overall	There is insufficient information available to determine provider overall outcomes.	There is overall dissatisfaction with the provider at the district and school levels.	There is more dissatisfaction than satisfaction with the provider at the district and school levels.	There are mixed but mostly positive reactions about the provider at the school and district levels.	There is overall satisfaction with the provider at the district and school levels.

## ***INCENTIVES.***

**Incentives:** Incentives are rewards offered, which may be financial or otherwise. Incentives include, but are not limited to, goods, services, gifts, gift certificates, coupons, discounts, and cash. For the purpose of this document, two types of incentives will be identified: enrollment incentives and completion incentives.

**Enrollment incentives:** Incentives that are offered for students to enroll in a provider's program OR that are offered to switch from one provider to another after a student has already enrolled. Incentives of this nature are prohibited.

**Completion incentives:** Incentives that are offered AFTER a student has enrolled with a provider. These incentives may be for student attendance, student completion, or student achievement.

### **Overview of Incentives**

United States Department of Education guidance gives the DC Office of the State Superintendent (OSSE) the authority to set parameters on the use of provider incentives. This document reflects those parameters. Providers not in compliance with this document may be removed from the state-approved provider list or may be put on warning status. Providers will be required to report all incentives on a regular basis to the state.

Section B provides detailed information about various types of incentives. Please note that enrollment incentives and incentives to districts are NOT allowable at any time.

**Enrollment incentives:** These are any type of incentives that are offered for students to enroll with a provider OR to switch from one provider with whom they are already enrolled to another provider who is offering the incentive. No enrollment incentives of any kind, no matter how small or large, are allowable.

Providers are not permitted to offer districts, district employees, school employees (including teachers), or any other personnel associated with the district or the SES-eligible school, any type of incentive, financial or otherwise, for encouraging parents to select that provider or for allowing that provider to offer services in school facilities. Districts must ensure that administrative policies to provide information to parents and teachers about providers are clear, consistent, and fairly implemented.

**Completion incentives:** These types of incentives are allowable only if they fall within the parameters set by this guidance document. Incentives may be offered only AFTER a student has already enrolled with a provider. Incentives after enrollment may be offered for student attendance, student completion, student achievement, or other types of academically-related success. Incentives may be publicized by the provider only to the extent that they reflect information about what the child may receive if s/he completes the necessary steps to obtain the incentive.

The value of completion incentives may not exceed \$50 per student per school year (or per complete provider program), or \$25 per student per semester. However, providers may offer an incentive of up to

\$50 per student for students who complete THE ENTIRE PROGRAM offered by the provider in less than one year. In other words, if a provider’s program is 60 lessons in length and usually runs for one year, but a student satisfactorily completes the 60 lessons in less than one year, the provider may offer a completion incentive to that student of up to \$50. If any district or provider has a question as to the appropriateness of completion incentives, the OSSE should be contacted.

NOTE: Refreshments or healthy snacks offered as part of a provider’s regular SES program (not offered as a reward) are not considered incentives and do not count against the provider’s maximum allowable incentive award amount of \$50 per student per school year. In addition, stipends offered for internships that are part of the provider’s SES program are not considered incentives. Field trips offered as incentives must be separate and apart from the SES program schedule.

**Section B:** Examples of allowable/non-allowable incentives

Section B provides examples of incentives (completion incentives) that are allowable, and those that are non-allowable. Please note that enrollment incentives of any kind are NOT allowable. This list should not be considered exhaustive—any provider or district that has a question about a particular incentive should contact the DC Office of the State Superintendent.

<b>Allowable</b>	<b>Non-Allowable</b>
Gift certificates	Cash
Pizza parties	Non-academic electronic devices of any kind. This includes, but is not limited to:
Ice cream parties	GameBoys
Books	Play Stations
Educational games	Game Cubes
Educational CDs or CD-ROMs	X Boxes
Local educational field trips with parent permission (e.g., the zoo, museums, etc.)	DVD Players/VCRs
	Music-playing devices (e.g., iPods, MP3 players, radios, Discmans, etc.)
	TVs
	Camcorders
	Digital cameras
	Non-educational video games

**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.