

Natchitoches Parish Schools Contractual Services Agreement

THIS AGREEMENT made and entered into at Natchitoches, Louisiana, this ____ day of _____ by and between the School Board of Natchitoches Parish, hereafter referred to as the "Board", and _____, hereafter referred to as the "Provider".

WITNESSETH:

WHEREAS, the Board requires certain professional services to assist in accomplishing the supplemental educational instructional mandates of *No Child Left Behind*, and

WHEREAS, the Provider is qualified as determined by the Louisiana State Department of Education to perform these services for students,

NOW, THEREFORE, for the consideration hereinafter named, the parties agree as follows:

1. The Provider will perform the professional services described in the attached scope of work, specifications, and/or proposal dated and attached hereto and made a part of this agreement as Attachments A, B, and C.
2. The Provider shall perform these services described on Attachments A, B, and C, according to the schedule indicated therein.
3. The price and consideration for which this agreement is made shall be calculated on an hourly basis at the rate of **\$ 46.25** of supplemental educational services provided to students. Students will meet **weekly** with grand total compensated hours per contract year of **36 hours**. However, in no event shall the total amount of billing and payment for services provided to any one student exceed a total of **\$1629.00** (or such other maximum amount per student as shall be established within sixty days of the signing hereof by the Board in accordance with rules and regulations promulgated by the Louisiana State Department of Education), when combined with the amount of payment previously made to any qualified SES provider on account of such student during the year **2011-2012**. Any revised maximum amount per student shall be promptly communicated by the Board to Provider when determined.
4. Provider shall generate an accurate monthly summary record of student attendance. All attendance on that summary record will be supported by student sign-in sheets for each day of attendance. The necessary forms will be provided.

It is expected that the provider's monthly summary report will consist of a Monthly Billing Report generated from the State Department of Education's SuperSTARS system.

5. The Board's representative for purposes of this agreement shall be **Dr. Derwood Duke**, Superintendent of Schools, or his designee.
6. The Provider's representative for purposes of this agreement shall be _____, or his designee.

7. The Provider acknowledges that its relationship to the Board is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.
8. The Provider acknowledges and agrees that the responsibility for payment of taxes, employees' salaries/contracts, or other expenses of the Provider shall be said Provider's obligation.
9. The Provider shall not assign any interest in this agreement and shall not transfer any interest by assignment or notation.
10. The provider agrees to make available upon request, during normal working hours to the Board, the Board's auditors, the Louisiana Department of Education, Louisiana Legislative Auditors, and/or the Office of the Governor or Division of Administration auditors, records and documents relating to the conduct of this agreement.
11. The Provider shall indemnify, defend and hold harmless the Board and its respective Board members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages, and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligence, acts or omissions of the Provider, its officials, agents and employees and subcontractors in the performance of this agreement.

In any suit filed or claim or demand made, Provider shall at its own cost and expense, appear, defend and pay all attorneys fees and other cost and expenses, including those incurred by or on behalf of the Board and shall pay all attorneys fees, costs and expenses the Board incurs in enforcing any rights provided under this Agreement, including but not limited to this Indemnification section and the Insurance section. In addition, if any judgment shall be rendered against the Board in any such action, the Provider shall at its own expense, satisfy and discharge such obligation of the Board.

12. The Provider, during the term of this contract, shall maintain:
 1. Commercial General Liability
 2. Sexual Abuse/Molestation
 3. Automobile Liability for owned and non-owned vehicles
 4. Professional Liability to include errors and omission
 5. Workers Compensation and Employers' Liability

The insurance shall have limits of not less than one million dollars **(\$1,000,000) for each occurrence** and shall name the **Natchitoches Parish Public Schools** as an additional insured on all insurance policies.

13. To the extent allowed by the law, the Board shall indemnify and hold harmless the Provider against any and all claims, demands, suits, and judgments of sums of money to any parts for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Board, its agents or employees while engaged upon or in connection with the services required or performed by the Board hereunder.
14. The Provider agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, and the Americans with Disabilities Act of 1990.

The Provider agrees not to discriminate in its employment practices, and will render services under this contract without regard to sexual orientation, race, color, religion, gender, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

15. No travel expenses will be reimbursed to the Provider.
16. This agreement may be amended or extended by mutual written consent of the parties.
17. The Board reserves the right to cancel this agreement upon a thirty (30) day written notice should funds no longer be available due to budget reductions imposed by the federal government, if the Louisiana Department of Education revokes approval of the Supplemental Educational Services Provider, or if the Board determines that the Provider is unable to meet the specified goals and timetables.
18. The Board reserves the right to cancel this agreement upon a thirty (30) day written notice if the determination is made by the Board that the Provider disclosed to the public the identity of any student who is eligible for, or receiving educational services without the written permission of the parents/legal guardians of the student.
19. The Board may cancel this agreement due to non-performance of work described in Attachments A, B and C, upon giving seven (7) days written notices.
20. Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 and 1526 and applicable Louisiana Law.
21. All records, reports, documents, and other material delivered to or transmitted to the Board, its agent, or the Louisiana State Department of Education by the Provider shall remain the property of the Board/State.
22. This agreement shall be effective on the day and the date first above written and apply to supplemental educational services provided by Provider up to and including **April 5, 2012** unless extended or canceled as provided herein, and

shall expire when the parties' obligations to each other under the terms of this Agreement are fully satisfied. The day the Provider is to have the final bill and all other bills to the District will be within 10 working days after services are rendered for each month.

23. The Provider shall furnish program marketing materials/flyers explaining its tutoring program in sufficient quantities to the Office of Federal Programs for distribution to Parents and to the school sites.
24. Provider agrees to furnish sufficient number of qualified and trained personnel to provide high-quality tutoring services to all assigned Students.
25. Provider shall furnish its tutoring program to assigned Students during non-school hours and the frequency of the sessions shall be determined by mutual consent of the parties. Provider will provide services at **Lakeview Annex School**. If for any reason the location of services should change, provider shall give prior written notice to the Natchitoches Parish School Board. The Natchitoches Parish School Board shall have the right to object to any location whose environment is not conducive to learning.
26. Furthermore, the continuation of this contract is contingent upon the appropriation of funds by the Natchitoches Parish School Board. If the Natchitoches Parish School Board fails to appropriate sufficient monies to provide for the continuation of this contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated, with the sole liability of Natchitoches Parish School Board being the amounts due and owing on the date of cancellation due the non-appropriation of funds.
27. Provider shall immediately report, by telephone, to the Office of Federal Programs when a Natchitoches Parish School Board student is withdrawn by a parent from services. Provider shall confirm such telephone call in writing to the Office of Federal Programs.
28. If the Natchitoches Parish School Board student's change of enrollment is to a home school outside of Natchitoches Parish School Board's service boundaries or a Natchitoches Parish School Board home school whose students are not eligible for supplemental services under the No Child Left Behind Act. Natchitoches Parish School Board shall not be responsible for the costs of services delivered after the Natchitoches Parish School Board student's change of enrollment.
29. Provider shall allow Natchitoches Parish School Board access to its facilities for periodic monitoring of each Natchitoches Parish School Board student's instructional program and shall be invited to participate in the review of each student's progress. Natchitoches Parish School Board shall have access to observe each Natchitoches Parish School Board student at work, observe the instructional setting, interview Provider, and review each Natchitoches Parish School Board student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, Natchitoches Parish School Board shall initially report to Provider's site administrative office. On-line Providers will be monitored periodically via progress reports.

30. Provider shall participate in an annual review process as deemed appropriate by Natchitoches Parish School Board. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of Natchitoches Parish School Board student achievement growth, and Contract compliance.
31. Provider shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Office of Federal Programs.
32. Provider shall maintain copies of the original attendance forms (i.e. sign-in sheets, monthly attendance rosters) and Provider's signature shall appear on such form. These forms shall be available for review, inspection, or audit by the Natchitoches Parish School Board during the term and copies of such forms shall be on file for a period of five (5) years thereafter. Provider shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment. Provider must begin providing service to students by **October 17, 2011**; however, there will be no SES rendered during the week of the State's High Stakes Testing Period.
33. Provider shall receive compensation only for sessions attended by Natchitoches Parish School Board students for supplemental educational services actually provided to Natchitoches Parish School Board students. Provider shall not receive compensation for Natchitoches Parish School Board students' absences. Provider shall submit invoices and related original documents to Natchitoches Parish School Board for payment for each calendar month when tutoring services are provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by Natchitoches Parish School Board in the Office of Federal Programs. Invoices shall be submitted for each calendar month. Natchitoches Parish School Board shall make payment to Provider based on the number of billable hours of attendance for the calendar month (invoiced in increments of .5 hours) of service at rates specified in this contract. Payment shall be within forty-five (45) days after Natchitoches Parish School Board's receipt of invoices prepared and submitted as specified by the Office of Federal Programs. If required, Provider shall correct identified deficiencies and submit re-billing invoices no later than ten (10) days after the invoice is returned by Natchitoches Parish School Board. Natchitoches Parish School Board shall pay properly submitted re-billing invoices no later than ninety (90) days after the date a completely corrected re-billing invoice is received by Natchitoches Parish School Board.
34. Any and all new students enrolled by Provider shall have been cleared and authorized by Natchitoches Parish School Board prior to services being provided. That authorization will include a date when service provision can commence. Services provided before that date will not be reimbursed.
35. No supplemental Educational Services will commence until contract has been signed.
36. If a provider has been authorized to provide services to a student but that student fails to attend or stops attending the program for a period lasting for 10 consecutive class periods, the provider will notify the district in writing that the attendance is not occurring at that time so the student can be dropped.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

Witnesses:

Natchitoches Parish School Board

Natchitoches Parish School Board

Typed Name: Dr. Derwood Duke

Title: Superintendent of Schools

Supplemental Educational Service Provider

Signature of Provider's Representative

Typed Name:

Title: