



**Cape-Atlantic Associates, LLC t/a
Club Z! Tutoring Service**
501 Butter Road
Palermo, New Jersey 08230
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clubznj@msn.com

Agreement for Provision of Supplemental Services

This agreement is made between the **Brick Township Public Schools** (the “system”) and **Cape-Atlantic Associates, LLC t/a Club Z! Tutoring Service** (the “provider”) which has been approved by the New Jersey State Board of Education to offer tutorial services to students for the purpose of improving student achievement in school. The provider agrees to provide core curriculum instruction consistent with the system’s instructional program and aligned with New Jersey state achievement standards for the designated subject area(s).

Part A. Achievement Plan:

- 1. Goals:** The provider will consult with the system and the student’s parent(s) to develop specific goals for each student designed to improve academic achievement in reading/language arts and/or mathematics.
- 2. Evaluation:** The provider will evaluate the student’s progress by administering a pre and post program test using the AGS Math and/or Reading Level Indicator test. A daily tutoring session record will be kept for each student. One copy will be submitted every second week to the parent/guardian and 2 copies submitted every second week to the system so that one copy can be forwarded to the teacher. A monthly Student Results Form will be submitted in the same way.
- 3. Timetable:** The provider will provide instruction to each student for the predetermined number of weekly hours to address areas needing improvement as identified in the achievement goals. The number of total hours and of weekly sessions will be agreed upon at the beginning of each student’s contract. Each session will last **60** or more minutes and will take place at a predetermined site for each student. If a student misses the regularly scheduled tutoring session for reasons the provider determines to be valid, the session may be rescheduled as mutually agreed upon by the provider and the parent(s). If a student misses a regularly scheduled tutoring session without giving the tutor proper notice, the student (system) will be charged for that session. The system will be charged a maximum of two missed lessons (2 hours) per student. If for some reason the student fails to attend two or more scheduled sessions, it is the responsibility of the provider to contact the Title 1 director for the system for the purpose of determining if this contract is still valid for this student. Should the parent(s) wish to end the contract, it is their responsibility to notify the Title 1 director for the system prior to cessation of services.

4. **Progress:** Progress will be monitored using the Student Record Sheet. A Student Record Sheet will be completed by the tutor for each student and submitted every second week to the System and the parent(s). The tutor will include a statement in the Student Record Sheet as to any issues or concerns about the student's progress. The provider will monitor the Student Record Sheet and schedule a conference with the system and/or the parent(s) if there are issues or concerns. The Monthly Student Results form will act as a progress report. Tutors will also maintain a log of tutoring hours. These logs will allow the tutor to keep track of the total hours and dates of each session on one piece of paper.

Part B. Payment and Assurances:

1. The system will pay to the provider an amount per tutoring session as agreed upon for each individual student. The total program contract price not to exceed \$1,323.00 per student including and limited to testing and tutoring administered at the agreed upon hourly rate of \$65.00.
2. The provider will submit no later than the 15th of each calendar month a monthly invoice to the system for payment for the preceding month's services. The invoice must specify the student's name, dates of service, tutor's name, location of service and total dollar amount for which payment is requested. Payment for all invoices from the provider to the system will be made in full within 60 days of receipt of invoices.
3. This agreement in whole is in effect for the period of the date of execution of this agreement to August 31, 2011. The agreement for each individual student terminates when Club Z! delivers the agreed upon services provided within the fund allotment. This agreement may also be terminated by the parent(s) or system should the provider fail to meet student progress goals and timetables set forth in the Achievement Plan Part A or any other items in this agreement. The provider may terminate the agreement if the student and/or parent fails to attend or follow the guidelines of the tutoring services or by providing written notification to the system two weeks prior to cessation of the services should the provider no longer wish to provide tutoring services for the system. The provider may terminate any individual student's contract based on the availability of staffing and/or student/tutor personality conflicts. Individual tutors may be replaced when it becomes necessary.
4. The provider agrees not to disclose to the public the identity of any student eligible for or receiving supplemental education services without the written permission of the student's parent(s).
5. The provider agrees to comply fully with the requirements of applicable civil rights laws that prohibit discrimination on the basis of race, color, national origin, gender, sexual orientation, religion, or disability.
6. It is further agreed that the undersigned hereby agrees to defend, indemnify and hold harmless the Brick Township School District Board of Education, its officers, employees, volunteers and agents, from and against all claims, damages, losses, and expenses including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the work herein, which is; 1) for personal or bodily injury, illness or death, violation of any civil rights, discrimination, or for property damage, including loss of use, and; 2) caused in whole or in part by **Cape-Atlantic Associates, LLC t/a Club Z! Tutoring Service** negligent act or omission or that of anyone employed by them or for whose acts they may be liable. This indemnification and agreement shall apply in

all instances whether the board of Education, its officers, employees, volunteers and/or agents, is/are made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made part to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

7. **Cape-Atlantic Associates, LLC t/a Club Z! Tutoring Service** shall provide a Certificate of Insurance evidencing insurance coverage for the types of claims listed above, naming Brick Township School District as an additional insured and including a notice of cancellation clause, with liability limits not less than \$1,000,000.00 per occurrence.

Part C.

- a. **Benefit.** This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
- b. **Construction.** This Agreement is being delivered and is intended to be performed in the State of New Jersey and shall be construed and enforced in accordance with the laws of that State.
- c. **Notices.** All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipt requested, to the parties hereto at the address stated on the first page of this contract.
- d. **Counterparts.** The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. **Entire Agreement.** This Agreement contains and sets forth the entire understanding of the parties. It shall not be altered or modified except by a written instrument signed by all of the parties hereto.

Signatures: Cape-Atlantic Associates, LLC
Provider: t/a Club Z! Tutoring Service

By: _____ Date: _____
Joseph C Luchese, Managing Member-Director

System Representative: _____ Date _____