



January 24, 2012

Ryan Blessing
Brick Township Board of Education
101 Hendrickson Ave
Brick Township, NJ 08724-2599

Dear Mr. Blessing:

Enclosed is signed 2011-2012 Supplemental Educational Services Agreement between Brick Township Public Schools and ClubZ! In-Home Tutoring.

Sincerely,

A handwritten signature in cursive script that reads "Pauline Richards".

Pauline Richards
Area Director

Brick Township Public Schools
Supplemental Educational Services
(SES)
Contractual Services Agreement

THIS AGREEMENT, made and entered into at Brick Township, New Jersey this 24th day of January, 2012, by and between the Brick Township Board of Education, hereafter referred to as the "Board," and (~~Provider Name~~), hereafter referred to as the "Provider." *ClubZ! In-Home Tutoring*

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 New Jersey 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 services, monitoring plan, and Code of Professional Conduct and Business Ethics for Supplemental Educational Services, and attached hereto and made a part of this Agreement as Attachments A, B, and C.
2. The Provider shall perform the services described in Attachments A, B, and C, according to the schedule indicated therein.
3. The price and consideration for which this agreement is made shall be in the amount of \$1,312.00 per student who is provided Supplemental Educational Services.
4. The Board's representative for purposes of administration of this Agreement shall be James W. Edwards, whose position is Business Administrator/Board Secretary.
5. 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.
6. 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.
7. The Provider shall not assign any interest in this Agreement and shall not transfer any interest by assignment or novation.
8. The Provider agrees to comply with the Board's Use of Facilities policy as stated and modified from time to time.

9. The Provider agrees to make available, upon request, during normal working hours at the Brick Township Board of Education Office located at 101 Hendrickson Avenue, Brick Township, New Jersey, 08724, to the Board, and the New Jersey Department of Education, any and all records and documents relating to the services provided under this Agreement.
10. The Provider shall indemnify and hold harmless the Board and its representatives against any and all claims, demands, suits, and judgments of sums of money to any party 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 Provider, its agents or employees while engaged upon or in connection with the services required or performed by the Provider hereunder.

Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et.seq., the Board shall indemnify and hold harmless the Provider against any and all claims, demands, suits, and judgments of sums of money to any party 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.

11. 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 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.

12. No travel expenses will be reimbursed to the Provider.
13. This Agreement may be amended or extended by mutual written consent of the parties.
14. The Board reserves the right to cancel this Agreement upon a thirty (30)-day written notice in the event: (1) funds are no longer be available due to budget reductions imposed by the federal government; (2) the New Jersey Department of Education revokes approval of the Supplemental Educational Services Provider, or (3) the Board determines that the Provider is unable to meet the specified goals and timetables set forth in this Agreement.

15. 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.
16. 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 notice.
17. All claims, disputes, and other matters in question arising out of this Agreement or breach thereof shall be decided by non-binding mediation. The Contract shall be governed by New Jersey law for contracts entered into, executed, and to be performed in the State of New Jersey, except any laws which would require a different choice of forum. As such, the forum for any matter not resolved by mediation is the Superior Court of New Jersey, Law Division, Ocean County.
18. All records, reports, documents, and other material delivered to or transmitted to the Board, its agent, or the New Jersey Department of Education by the Provider shall remain the property of the Board/State.
19. This Agreement shall be effective on the day and the date first above written and shall expire on August 31, 2012, unless extended or canceled as provided herein.
20. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
21. 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.
22. 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.
23. 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.
24. 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and year first above written.

Witness:

Witness:

Brick Township Board of Education

By: _____

Provider

By Pauline Richards
Type Name: PAULINE RICHARDS

ATTACHMENT A
SCOPE OF SERVICES

1. Statement of Work:

The Provider will meet with parents and District personnel to develop statements of specific achievement goals for the student who will receive services from the Provider through the Supplemental Educational Services program.

The Provider will provide Supplemental Educational Services on a regular basis for the duration of the contractual period.

The Provider will follow the Individual Learning Plan as developed with parents and district personnel. The Provider will measure student progress using pre- and post-testing, which is consistent with state content standards and the objectives set in the Individual Learning Plan documents.

An objective will not be considered “met” until at least an 80% mastery rate is demonstrated by the student. All objectives for a goal must be met for the goal to be met. The Provider will provide services that are aligned with the student’s Individual Educational Plan in the case of special education students.

The Provider will provide services that will allow the timetable written in the Individual Learning Plan to be met. The Provider will provide Progress Reports to parents and teachers/schools on a monthly basis. The parent’s copy of the report will be mailed to the parents by the 28th of each month of this Agreement. The school’s copy can be mailed or hand-delivered by the 28th of each month. (In the event that the 28th of the month falls on a weekend or holiday, the prior workday will be the report day.) The Provider will send one copy of the Progress Report and the student’s sign-in sheet as documentation to the District representative so that Provider contract payment can be made. If parents or teachers desire more frequent reporting to them, the Provider may agree to provide additional reports as a part of the Individual Learning Plan.

2. Key Personnel:

The Provider will employ individuals in keeping with the non-discrimination clause of the contract.

The individuals who will serve the students for Supplemental Educational Services must meet all of the criteria for the District’s volunteers in the schools, including a criminal background check. The cost of the background check will be the expense of the Provider or the individual, not of the Board. (All policies can be found at www.brickschools.org)

ATTACHMENT B

MONITORING PLAN

1. Goals and Objectives:

The goal of this program is the demonstration of increased student achievement. The Provider will use strategies consistent with objectives as written in the Individual Learning Plan and will use assessment to verify student achievement. The monthly student progress reports and the final summary report will be used to determine the effectiveness of the Provider in increasing student achievement. The Individual Learning Plan and the Final Summary Report will be signed by the parent, the school representative, and the Provider so that consultation is evident.

2. Delivery or Performance Schedule:

The Provider will determine with the school and the parent the time requirement for meeting the goals within the budget of the district as determined in the No Child Left Behind Act of 2001.

3. Plan for Performance Measurement: The Provider will complete assessments to determine objective completion. Reporting to parents and schools will include the results of assessments with strengths and weaknesses being stressed.

4. Contract Monitoring Plan: The District representative will provide monitoring duties as monthly and final reports are submitted from the Provider. Other functions of the program can be monitored by the school or the District representative.

ATTACHMENT C
Code of Professional Conduct and Business Ethics
For Supplemental Educational Services Providers

General Guidelines

In the conduct of business and discharge of responsibilities, Providers commit to:

1. Conduct community outreach and student recruitment and to serve students fully consistent with the terms of their state-approved application and all state and local policies.
2. Conduct business honestly, openly, fairly, and with integrity.
3. Comply with applicable laws, statutes, regulations and ordinances.
4. Avoid known conflict of interest situations.
5. Never offer or accept illegal payments for services rendered.
6. Apply these guidelines and standards throughout the company by insuring all employees understand them and act accordingly.
7. Refrain from publicly criticizing or disparaging other providers.
8. In the case of any conflict, first attempt resolution directly with each other. However, the parties involved may ask the Board to help mediate potential disputes.
9. Comply with the confidentiality and non-disclosure provisions of all applicable federal, state and local laws, including those relating to student identity, records, reports, data, scores and other sensitive information.
10. Be factual and forthright in reporting and documenting attendance rates, effectiveness of their programs, and in explaining the theoretical/empirical rationale behind major elements of its program, as well as the link between research and program design.
11. Take appropriate corrective action against provider employees, consultants or contractors who act in a manner detrimental to the letter or spirit of this code.
12. Take immediate steps to correct any actions on its part that willfully or inadvertently violate of the letter or spirit of this code.

Standards Specific to SES

Consistently implement the NCLB Supplemental Services provisions and promote full access to SES services. To that end, Providers Shall:

1. Not compensate school district employees personally in exchange for access to facilities, to obtain student lists, to assist with marketing or student recruitment, to promote enrollment in a provider's program at the exclusion of other providers, to obtain other similar benefits for their SES program, or for any illegal purpose.
2. Not employ any district employees who currently serve the districts in the capacity of Principal, Assistant Principal, or school or district SES Coordinator.
3. Not employ any individuals, including teachers, parents or community leaders, who have any governing authority over a school district or school site. The sole exception shall be in school districts that are considered rural and where there are few providers.
4. Not hire school-employed personnel for any purpose other than instruction-related services or program coordination, as described in item #3 in the next section below.
5. Not make payments or in-kind contributions to schools or school personnel, exclusive of customary fees for facility utilization in exchange for access to facilities, to obtain

student lists, to increase student enrollment, to obtain other similar benefits for their SES program or for any illegal purpose.

6. Not misrepresent to anyone, including parents (during student recruitment), the location of a provider's program, principal/district or state's approval of a provider, or the likelihood of becoming so approved.

7. Not offer a student, parent or teacher any form of incentive for signing-up a student with a provider. This includes restricting the promotion of any allowable attendance or performance incentives to the period following student enrollment. Only then may the provider inform the student of any incentives that are directly linked to attendance or performance in SES.

8. Not sponsor promotional events including pizza parties on school grounds for student recruitment that are for the sole benefit of a single provider. The preferred practice is for the school to organize such recruitment events that are for the benefit of all providers, accepting voluntary sponsorship from providers.

9. Not employ any SES-enrolled student.

10. Not use a district enrollment form that has the selected provider's name pre-printed as part of the form. Any facsimile of the enrollment form used to demonstrate how to accurately complete it must be clearly marked as "SAMPLE" and this facsimile shall in no way be used to actually enroll the student.

11. Not encourage students/parents to switch providers once enrolled. A student is considered enrolled once the District has issued the formal student / Provider selection list.

Providers MAY:

1. Provide simple door prizes of a nominal value (approximately \$2 per prize) and refreshments to potential students and their families, while attending informational sessions.

2. Offer enrolled students performance rewards with a maximum value of \$50 that are directly linked to documented meaningful attendance benchmarks and/or the completion of assessment and program objectives. These incentives shall not be advertised in advance of actual enrollment.

3. Employ a parent of an SES-eligible student subject to the following conditions. Each parent of an eligible student who is hired by a provider must have a written job description and must be compensated on the same basis as all other employees of the provider who perform similar work. No parent may receive any commission or other benefit related to the enrollment of his or her child in a provider's program, nor may a parent be subject to any employment action by the provider on account of the parent's selection of an SES program for his or her child.

4. Employ school district employees (subject to items #2, #3 and #4 in the previous section above) for instruction-related services or program coordination purposes as long as the person does not restrict the marketing or enrollment opportunities of other providers, subject to District policies governing conflict of interests and other District-imposed requirements. However, tutors who are currently employed by the school district may not recruit students.

5. Include in tutor compensation, incentives for student achievement consistent with a company's written policy.