The School Board of Lee County

**Title I Private School Contract**

This Title I Private School Contract (hereinafter referred to as the “Contract”) is made and entered into on **July 25, 2017**, between the School Board of Lee County (hereinafter referred to as “the DISTRICT”), duly operating under the Laws of the State of Florida, 2855 Colonial Boulevard, Ft. Myers, FL, 33966–1012, 239-334-1102 and 239-337-8311.

**One on One Learning**

**8900 SW 117 Avenue C-103**

**Miami, FL 33186**

Private School THIRD-PARTY CONTRACTOR (hereinafter referred to as “the CONTRACTOR”) for the purpose of providing academic tutoring to the targeted students as stated in this Contract.

This contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2018**.

**RECITALS**

**WHEREAS**, The Code of Federal Regulations (CFR), Chapter 34, Sections 200.62-200.67, Participation of Eligible Children in Private Schools, outlines the requirements for equitable services to private schools; and

**WHEREAS**, The Elementary and Secondary Education Act (ESEA), as authorized by the No Child Left Behind Act of 2001 (NCLB), requires school districts to provide equitable services to eligible private school students, teachers, educational personnel, and parents; and

**WHEREAS**, CONTRACTOR is specially trained and experienced and competent to perform the instructional services, counseling and mentoring for private schools as required by DISTRICT; and

**WHEREAS**, CONTRACTOR is willing to provide such services to the private school’s targeted students; and

**WHEREAS,** CONTRACTOR is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students, parents, and private school instructional staff during the term of this Contract.

**DEFINITIONS**

* **Private School Eligible Students** – Students are eligible to receive services if they reside in a school zone being served by Title I and meet one of the multiple educational objective criteria that demonstrate they are among the most educationally needy.
* **ALP – Academic Learning Plan** – An individualized service delivery plan addressing the need(s) of the student. The plan must include a statement of specific achievement goals for the student, how the student’s progress will be measured, and a timetable for improving achievement.
* **Administrative cost** - costs the CONTRACTOR incurs to administer the program, including but not limited to: salaries and fringe benefits of the director, computer assistants (if needed), area supervisors, support staff; office rent, utilities, equipment and supplies; postage and mailings; telephone; travel; special capital expenses; professional development for Title I teachers and supervisors who are employees of the contractor; and the contractor’s fee (profit).
* **Instructional cost** - costs for teacher and instructional aide salaries, including fringe benefits, and instructional materials including such items as books, computers, and software for student use, workbooks and supplies.
* **Parent Involvement cost** - costs the CONTRACTOR incurs to provide parent involvement activities to parents of participating private school children.
* **Professional Development cost** - costs the CONTRACTOR incurs to provide professional development activities to private school teachers of participating private school children.
* **Private School Plan** – A written plan jointly developed by the LEA and the private school through consultation to describe the services that will be provided to the eligible students enrolled in private schools.
* **Monitoring/Auditing** – the review implementation practices in comparison to requirements.

**DISTRICT RESPONSIBILITIES:**

1. Follow the requirements in The Code of Federal Regulations (CFR), Chapter 34, Sections 200.62-200.67.
2. Provide timely and meaningful consultation with appropriate private school officials during the design and development of the DISTRICT’s programs under this part:
   1. How the children’s needs will be identified;
   2. What services will be offered;
   3. How, where, and by whom the services will be provided;
   4. How the services will be academically assessed, how the results of that assessment will be used to improve those services and/or to make adjustments to the private school program to best meet the needs of the students, if needed;
   5. The size and scope of the equitable services to be provided to the eligible private school children, teachers, and parents and the proportion of funds that is allocated to provide those services;
   6. The method or sources of poverty data that are used to determine the number of children from low-income families residing in participating public school attendance areas who attend private schools;
   7. How and when the DISTRICT will make decisions about the delivery of services to such children, including a thorough consideration and analysis of the views of the private school officials on the provision of services through a contract with potential CONTRACTOR; and
   8. How, if the DISTRICT disagrees with the view of the private school officials on the provision of services through a contract, the DISTRICT will provide in writing to such private school officials an analysis of the reasons why the DISTRICT has chosen not to use a contractor.
3. Ensure that the private school educational services or other benefits, including materials and equipment, are secular, neutral, and nonideological.
4. Ensure that the educational services or other benefits for private school children shall be equitable in comparison to services and other benefits for public school children.
5. Provide oversight of the private school services.
6. Ensure that expenditures for educational services and other benefits to private school children shall be equal to the proportion of funds allocated to participating schools and shall be provided in a timely manner. The DISTRICT shall maintain control of all funds for services.
7. Provide services to private schools directly or through contracts with public and private agencies, organizations, and institutions.
8. Monitor the CONTRACTOR’s services to private school students at a minimum of once a quarter. Monitoring may include, but is not limited to: a review of lesson plans, curriculum documents, and instructional materials to determine if the program is implemented consistently with the Private School Plan and individual students’ Academic Learning Plans.
9. Observation of the CONTRACTOR’s services to private school students may occur at any time, with or without prior notice to the CONTRACTOR.
10. Annual evaluation of the effectiveness of the private school program will be based on the analysis of pre-test and post-test score data, parent questionnaires, and surveys of private school principals by April of the current school year.
11. By May 2017, 80% of the identified Title I students will demonstrate a 10% or greater increased mastery with their individualized academic learning plan goals as measured by standardized assessment instruments as well as continuous formative assessments including portfolio documentation in the areas of reading and/or math.
12. The parties agree and understand that overall evaluation of the success of the CONTRACTOR program is the responsibility of the DISTRICT in consultation with the private schools receiving services.
13. Services will end once the student is performing on grade level, funds are exhausted, or the school year ends; whichever occurs first. CONTRACTOR may not charge DISTRICT for students who do not participate in tutoring sessions as scheduled.
14. The total amount the DISTRICT will pay the CONTRACTOR for Private School tutoring during the 2017-2018 school year shall be the costs of the service provided not to exceed the $206,854.32 set-aside for private schools. Administrative costs should not exceed $31,028.15. This set-aside is subject to change in the event the allocation to the DISTRICT is changed by the State Educational Agency during the term of this contract.

**CONTRACTOR Responsibilities:**

* + - 1. Comply with all Title I statutory and regulatory requirements.
      2. Provide instructional services in Reading and/or Math to identified private school students that align with the Title I Private School Plan and allotted funding. Eligible students and grades served will be determined by the DISTRICT on an annual basis. Students may become eligible for tutorial services based on teacher recommendation, student ranking, screening results, grades, and records from previous schools. Specific schedules (after school, pull-out program, etc.) will be developed through consultation with principals and the DISTRICT to meet the academic needs of eligible students. Tutorial services shall commence for Title I students at the beginning of each school year. Services must begin within 15 calendar days of receiving new student information during the school year.
      3. Provide diagnostic testing of participating private school students through pre-tests, mid-year, and post-tests to assess individual student performance and to identify areas for individual as well as program development. Based on these pre-assessments and teacher observations, a specific Academic Learning Plan shall be developed for each student. Results of assessments will be provided to the DISTRICT.
      4. Administer pre-test within the first two weeks of school or as agreed upon during consultation between the District Intervention Program personnel and the administration of the private schools, mid-year test the first two weeks of January or as agreed upon during consultation between the District Intervention Program personnel and the administration of the private schools, and post-test in April. Meet with the DISTRICT and the administration of the private schools to review the individual student testing results and plan for services.
      5. Offer tutoring services in small group, online, or as a blended model. Research-based reading and math curriculum will be Ladders to Success and the online program is i-Ready.
      6. Communicate student progress in written format on a monthly basis to the parents of each private school student receiving services. A copy of each student’s progress report will be submitted to the DISTRICT along with monthly invoices.
      7. Assure that adjustments are made, as needed, to tutoring schedules for tutors to conference with classroom teachers to discuss students’ current needs/progress at the beginning of each month.
      8. Provide Counseling services to students if applicable/as needed throughout the school year.
      9. Provide Mentoring to students if applicable/as needed throughout the school year.
      10. Provide professional development to the private school teachers who work directly with the participating Title I students to enhance student achievement in the areas of reading and/or math that align with the Title I Private School Plan. Documentation for this training shall include agendas, sign-in sheets, and handouts aligned with the professional development plan developed with the private school during consultation.
      11. Provide parent involvement activities to the parents of the participating Title I students to enhance student achievement in the areas of reading and/or math that align with the Title I Private School Plan. Documentation for this training shall include agendas, sign-in sheets, and handouts aligned with the parent involvement plan developed with the private school during consultation.
      12. Conduct an annual program evaluation of assessment data which will be due to the DISTRICT by the second week of May. This evaluation will provide a cumulative summary of the overall gains of the students served.
      13. Submit any materials, supplies, and equipment needed to the Title I accountant for ordering. All equipment purchased with Title I funds is the property of the DISTRICT, not the CONTRACTOR, and labeled TITLE I.
      14. Storage of material, supplies and equipment purchased by Title I will be in such a way that they are used only by Title I teachers and Title I students during the agreed upon times for service provision.
      15. **IF ONE ON ONE LEARNING HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE COMMUNICATIONS DEPARTMENT,  AT 2394618420, News@LeeSchools.net. 2855 COLONIAL BOULEVARD, FORT MYERS, FLORIDA**, **33966.**
      16. One on One Learning is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

a.        Keep and maintain public records required by the District to perform the service.

b.      Upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statues or as otherwise provided by law.

c.       Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the District.

d.      Upon completion of the contract, transfer, at no cost, to the District all public records in possession of One on One Learning or keep and maintain public records required by the District to perform the service.  If One on One Learning transfers all public records to the District upon completion of the contract, One on One Learning shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.  If One on One Learning keeps and maintains public records upon completion of the contract, One on One Learning shall meet all applicable requirements for retaining public records.  All records stored electronically must be provided to the District, upon request of the District’s custodian of public records, in a format that is compatible with the information technology systems of the District.

**THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

1. Term of Contract

This Contract shall be effective upon full execution of the contract by both parties and shall remain in force until June 30, 2018.

**2. Instructors**

All tutorial staff must have a Bachelor’s degree in Education for teachers. Copies of college degrees must be submitted and maintained by the CONTRACTOR.

**3. Professional Development**

Professional development for private school teachers is outlined in the Title I Private School Plan through consultation with the DISTRICT and Private School Representative(s). This professional development will align with the needs of the teachers at the private school. The DISTRICT determines the private schools’ equitable share of the Highly Qualified Teacher set-aside funds from the Title I, Part A grant.

**4. Parent Involvement**

Parent involvement is outlined in the Title I Private School Plan through consultation with the DISTRICT and Private School Representative(s). The parent involvement activities will align with the academic needs of the students at the private school to help the parents assist their children with school work at home. The DISTRICT determines the private schools’ equitable share of the Parent Involvement set aside funds from the Title I, Part A grant.

**5. Reporting**

CONTRACTOR shall prepare a monthly summary showing actual instructional time delivered to each student in the preceding month to be submitted by the fifteenth (15th) day of each month.

**6. Invoices, Billing, and Payment**

CONTRACTOR shall hire teachers based upon the school needs using a teacher-pupil ratio no greater than 1:5. There should be a minimum of three students assigned per tutoring session unless the needs of specific students as stated in their ALP’s require otherwise. CONTRACTOR shall submit to the DISTRICT itemized monthly invoices to show the following fees: **instructional, professional development, parent involvement, and administrative.** The DISTRICT shall pay CONTRACTOR reasonable and necessary administrative costs based on DOE percentage of the instructional funds and will be paid separately.

The DISTRICT payments shall be paid in monthly payments. Invoices are due the 15th of each month for the preceding month. Such invoices shall be submitted not later than fifteen (15) calendar days after rendering services in the preceding month. Payments will be forwarded to the address as stated on the invoice. Documentation must be included to support the invoiced amounts. This report shall include, but need not be limited to: a description of the type of services provided; the date, time, and duration of services; the number of students served; the names of the students served; individual monthly progress reports; attendance records to include the form generated by the software being used showing the dates and times the student was logged into the system; hours of tutors; and hourly rate of tutors.

The DISTRICT shall pay CONTRACTOR based on actual instructional expenses, to provide tutorial services for participating students that meet the Title I eligibility requirement. The DISTRICT will only be obligated to purchase services for Title I services for Title I students that meet the following requirements: Eligible students must reside in a Title I public school attendance area: grades K-12 who are identified by the DISTRICT as at-risk of failing and are referred for Title I services by the classroom teacher through appropriate Title I documentation.

**7.** **Fingerprint/Background Check**

In accordance with SECTIONS 1012.32 AND 1012.465, Florida Statute, all personnel of CONTRACTOR that work with students in DISTRICT shall be fingerprinted, have a sexual predator and criminal background check conducted in accordance with Lee County School Board Policy, 5.04, prior to working with students. CONTRACTOR will certify to DISTRICT that no employee of CONTRACTOR working with students of the school DISTRICT has been convicted of a level 2 offense as defined in section 435.04, Florida Statute. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to The School DISTRICT of Lee County (DISTRICT).** CONTRACTOR will only hire employees who meet DISTRICT’S hiring guidelines to perform the duties of this contract. Upon verification of the Level II Background Check, the DISTRICT will then approve the individual. **Under no conditions shall employees of CONTRACTOR work with students prior to the completion of a fingerprint and background check.** Notwithstanding the results of any criminal background check,

DISTRICT reserves the right to prohibit any employee of CONTRACTOR from having contact with students if DISTRICT has reason to believe the safety or health of the students might be in jeopardy. CONTRACTOR, or employee, shall pay all costs to comply with the requirements of this paragraph. CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardees failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

**8. Discrimination**

CONTRACTOR shall not discriminate on the basis of race, religion, gender, age, national origin, disability, marital status or sexual orientation in employment or operation of its programs as defined in section 1000.05, Florida Statute.

CONTRACTOR agrees it will provide academic services in compliance with all statutes, ordinances and School Board rules concerning health, safety, and civil rights.

**9. Employees**

CONTRACTOR employees who provide services in the Program shall at all times remain, subject to CONTRACTOR’s ultimate control and authority, including but not limited to teacher conduct, discipline and termination.

Fees associated with CONTRACTOR instructors to teach in these select private schools shall be assumed by CONTRACTOR or individual instructors (i.e. fingerprinting fee).

10. Reporting Accidents

CONTRACTOR is responsible for the control and safety of the students during tutoring sessions. All tutoring personnel must be trained in appropriate procedures for handling and reporting accidents A written accident report will be provided to the private school and the DISTRICT within 24 hours of any accident or incident where a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of emergency personnel or law enforcement. CONTRACTOR is responsible for contacting and informing the parent immediately.

11. Child Abuse Reporting

CONTRACTOR assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Chapters 39 and 937, Florida Statutes. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. CONTRACTOR agrees that all staff members will abide by such laws in a timely manner.

CONTRACTOR shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, or missing children under CONTRACTOR’S supervision.

**12. Compliance with Laws**

During the term of this Contract, CONTRACTOR shall comply with all applicable Federal and State statute, State Board of Education rules and local ordinances, rules and regulations relating to the provision of academic services to the private school, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

**13. Indemnification**

CONTRACTOR shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of CONTRACTOR, its agents or employees. Noncompliance shall result in termination of the Contract. It is understood and agreed that such indemnity shall survive the termination of this Contract.

**14. Cancellation/Termination**

This Contract may be cancelled or terminated for cause by either Party if the other Party is in breach of any material provision of this Contract, but only after written notice of default and an opportunity to cure has been given to the breaching party. The notice of default must give the breaching party an opportunity to cure of at least sixty (60) days in the case of a non-mandatory default and at least ten (10) days in the case of a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of default, the party giving notice may terminate this Contract by giving the breaching party written notice of termination stating the date which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this Section, the Parties shall continue to observe and perform their respective obligations under this Contract until the effective date of termination.

DISTRICT may terminate this Contract without cause and for convenience upon thirty (30) days written notice to CONTRACTOR.

In the event either party elects to terminate this Contract pursuant to this section, CONTRACTOR shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall include all fees for services rendered up to the date of termination and costs reasonably incurred by CONTRACTOR in connection with such termination. If adequate notice is not provided in accordance with this Section, CONTRACTOR shall also be entitled to payment of any fees that would have been earned during the balance of the notice period.

**15. Renegotiation**

This Contract may be renegotiated if the CONTRACTOR is not meeting the specified terms or is unable to fulfill the requirements of the Contract.

**16. Due Process**

Prior to termination, Contract shall be provided the opportunity to meet with the Director of District Intervention Programs to present information concerning and address the validity of the alleged default used as a basis for termination.  The Director’s decision concerning the termination shall be final.

**17. Insurance**

During the entire term of this Contract any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of liability insurance in the amount of at least one million dollars ($1,000,000), to include professional liability and abuse coverage. If CONTRACTOR transports students, insurance will include coverage of owned and non-owned vehicles used in relation to the performance of service(s) by CONTRACTOR, of at least one million dollars ($1,000,000) for each person and one million dollars ($1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars ($1,000,000) for all damages and liability arising out of injury or destruction of property for each accident or occurrence. Not later than the effective date of this Contract, CONTRACTOR shall provide DISTRICT with satisfactory evidence of insurance, naming DISTRICT as additional certificate holder, including a provision for a twenty (20) calendar day written notice to DISTRICT before cancellation or material change, evidencing the above-specific coverage. The amount of the deductible will be included on the Certificate of Insurance. CONTRACTOR shall at its own cost and expenses procure and maintain insurance under the Worker’s Compensation Law of Florida, if applicable. DISTRICT reserves the right to revise the requirements of this provision at any time. If DISTRICT determines that the additional insurance coverage is necessary, DISTRICT will reopen negotiations with CONTRACTOR to modify the terms of this Contract.

**18. Modification or Amendments**

This Contract may be modified or amended only by a written document signed by authorized representatives of the DISTRICT and CONTRACTOR. No change in this Contract or in the Private School Plan shall result in DISTRICT financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to DISTRICT. There may be modification due to a reauthorization of the Elementary and Secondary Education Act (ESEA) during the performance period of the contract.

19. Student Records

CONTRACTOR must ensure that all student records be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain an access log delineating, date, time, agency, and identity of any individual accessing student records who is not in the direct employ of CONTRACTOR. CONTRACTOR agrees to provide access to and copies of student records to DISTRICT and/or PARENTS of student. Student records shall also be made available to the non-public schools to allow them to compile data of student achievement. CONTRACTOR shall not forward to any person other than PARENTS, any student record without the written consent of PARENT or DISTRICT unless allowed by the Family Educational Rights and Privacy Act (FERPA). Upon termination of this Contract, CONTRACTOR shall turn over to DISTRICT all student records for the private school’s participating students to whom CONTRACTOR has rendered services under this Contract.

CONTRACTOR agrees to retain and make available to DISTRICT all records related to this Contract for at least five (5) years after the Contract is completed. DISTRICT reserves the right to audit and inspect all records maintained by CONTRACTOR in providing services under this Contract.

CONTRACTOR and its employees are expressly prohibited from disclosing to the public the identity of any student eligible to receive services under this Contract.

**20. ID Badges**

All CONTRACTOR employees must wear DISTRICT issued identification badges when on DISTRICT property. The badges must be worn where they are visible and easily readable. **Badges are to be returned to the DISTRICT at the end of the contract or at the time an employee is terminated. Failure to return the badge to DISTRICT may result in the final payment being withheld until the badges are returned.**

All CONTRACTOR employees must sign in and out daily through the front office of the school where they will be teaching.

**21. Materials**

CONTRACTOR will use appropriate materials that supplement but not supplant regular classroom instruction. The non-public regular curriculum may differ significantly from that of public schools. Through consultation with the Private School Representative(s), CONTRACTOR will select materials which complement and supplement non-public classroom materials. All materials used by CONTRACTOR are subject to federal law regarding copyright and patents.

Computer Use: See Board Policy 2.20, Acceptable Use Policy Governing Internet and Technology Access.

**22. Preparation of Contract**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**23. Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. Any party’s failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

**24. Disputes**

Dispute between DISTRICT and CONTRACTOR concerning the meaning, requirements, or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Jeanne LaFountain, Director, DISTRICT Intervention Programs, 2855 Colonial Boulevard, Ft. Myers, FL 33966-1012. The determination of DISTRICT shall be made by the Superintendent’s designee, and shall be made in writing and shall be binding for both parties.

**25. Right to Withhold**

DISTRICT may withhold payment to CONTRACTOR, with a fourteen (14) calendar day written notice of such withholding, when in the opinion of DISTRICT:

* 1. CONTRACTOR’s performance, in whole or in part, either has not been carried out or is insufficiently documented.
  2. CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
  3. CONTRACTOR has failed to submit the invoice in a timely manner.

If DISTRICT gives notice of intent to withhold, CONTRACTOR shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this Contract.

**26. Entire Contract**

The School DISTRICT of Lee County Title I Private School Contract and The School DISTRICT of Lee County Title I Private School Plan constitute the entire Contract between DISTRICT and CONTRACTOR. These documents supersede any prior or contemporaneous understanding or Contract with respect to the services contemplated. This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written.

**27. Governing Law**

The terms and conditions of this Contract shall be governed by the Laws of the State of Florida with venue in Lee County, Florida.

**28. Inspection and Audit**

CONTRACTOR shall provide access to records or reports, or other matter relating to the Contract, upon request by DISTRICT or appropriate federal agency. During the term of this Contract, and for five years thereafter, the CONTRACTOR shall maintain detailed records of all the services rendered pursuant to this contract, including student eligibility information, employee records, progress reports, lesson plans, invoices, and all other documentation associated with providing academic services to eligible private school students in the DISTRICT.

The DISTRICT, its auditors and representatives, of the state education department, and USDE shall have the right to examine and inspect such records at any time and make unannounced visits. The CONTRACTOR shall cooperate with any and all reasonable requests to inspect records.

Each party shall maintain its own respective records and documents associated with this Contract in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney’s fees for non-compliance with that law.

**29. No Waiver of Sovereign Immunity**

The DISTRICT agrees to be fully responsible for its acts of negligence or its agent’s acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein shall be construed as a waiver of sovereign immunity or if any rights or limitations of liability existing under Section 768.28, Florida Statutes.

**30. Independent Contractor Status**

This Contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. CONTRACTOR understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**31. Defamation**

CONTRACTOR is prohibited from lobbying or defaming the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.

**32. Severability Clause**

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Contract shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**33. Binding Effect**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**34.** **Assignment**

Neither this Contract nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Contract including, without limitation, the partial assignment of any right to receive payments from DISTRICT.

**35. No Third Party Beneficiaries**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Contract. None of the parties intend to directly or substantially benefit a third party by this Contract. The parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against any of the parties based upon this Contract. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**36.** **Force Majeure**

Neither party shall be obligated to perform any duty, requirement or obligation under this Contract if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

**37. Place of Performance**

All obligations of DISTRICT under the terms of this Contract are reasonably susceptible of being performed in Lee County, Florida and shall be payable and performable in Lee County, Florida.

**38. Excess Funds**

Any party receiving funds paid by DISTRICT under this Contract agrees to promptly notify DISTRICT of any funds erroneously received from DISTRICT upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to DISTRICT with interest calculated from the date of the erroneous payment or overpayment.

Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by DISTRICT.

**39. GEPA Act**

CONTRACTOR will comply with the Department of Education’s General Education Provisions Act (GEPA) that applies to applicants for new grant awards. Public Law (P.L.) 103-382.

**40. Notices**

Notices required under this Contract shall be valid when hand delivered or delivered by certified mail to Jeanne LaFountain, Director, DISTRICT Intervention Programs, 2855 Colonial Boulevard, Ft. Myers, FL 33966-1012

**41. Authority**

Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

**FY18 Contractor Timeline for services to Private Schools**

|  |  |
| --- | --- |
| **Month** | **Activity** |
| July-August | * Hire qualified teaching staff. |
| August-September | * Be prepared to begin programs and services the first week of school. * Attend Title I Consultation meeting with private school administration to explain pre-test, review current levels of eligible students who attended last year, discuss new students to be considered, and set a date for pre-testing. * Administer the diagnostic pre-assessment test. * Develop Academic Learning Plans for each student. * Assign tutors to small groups of students with a ratio of not more than 1:5. |
| August- June | * Make adjustments, as needed, to tutoring schedules for tutors to conference with classroom teachers to discuss students’ current needs/progress at the beginning of each month. * Monthly progress reports will be sent home to parents with copies to the District. * Monthly invoices will be sent to the District with breakdowns for areas of services provided. * Professional development, as requested, may be provided to eligible private school teachers in consultation with Title I and the private school administration. * Provide parent involvement workshops, as requested, may be provided to eligible private school teachers in consultation with Title I and the private school administration. |
| January | * Administer mid-year testing. * During Title I consultation meeting, review individual mid-year scores and make adjustments to student plans and/or schedules, if needed. |
| April | * Administer post-test. * Conduct a program evaluation of assessment data. |
| May | * During Title I consultation meeting, review individual post-test results. * Discuss contractor program evaluation results. * Prepare for summer programs and hire staff, as needed. * Continue ongoing consultation for schools holding Summer School. |
| June | * Based on available funding, summer programs may run through the month of June. Student/teacher ratios will be the same as for the school year (1:5). * Hours and curriculum will be determined through consultation with Title I, the school administration, and the contractor based on the needs of the students. |

**SCHOOL DISTRICT OF LEE COUNTY**

**TITLE I Private School Contract**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

**School DISTRICT of Lee County**

**Lee County Education Center**

**2855 Colonial Boulevard**

**Ft. Myers, FL 33966-1012**

Superintendent Date

Chairman Date

**Private School THIRD-PARTY CONTRACTOR:**

Print Name & Title Signature Date

Company

Address

City, State, Zip Code

Telephone Number Fax Number Tax Identification Number

**FY18 Private School**

**Preliminary Allocation Summary**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| School | School # | Grades | Students | Parent Involvement | Equitable share | Total |
| Good Shepherd | 4085 | PreK-8 | 43 | $48.16 | $47,773.00 | $47,821.16 |
| New Life Academy | 7095 | K-8 | 56 | $62.72 | $62,216.00 | $62,278.72 |
| St. Andrew | 1794 | PreK3-8 | 14 | $15.68 | $15,554.00 | $15,569.68 |
| St. Francis | 1419 | PreK3-8 | 53 | $59.36 | $58,883.00 | $58,942.36 |
| Summit | 2309 | K-8 | 20 | $22.40 | $22,220.00 | $22,242.40 |