



District School Board of Pasco County

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Department of Purchasing

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September 7, 2010

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG/AZ*

RE: Supplemental Educational Services Agreement for
Learning Emporium Inc. d/b/a Learning Emporium Educational Services

The School District has numerous supplemental educational services agreements with various facilities in order to comply with the No Child Left Behind Act by providing educational services to the students at Title I Schools. The services covered under this agreement are considered educational services; and, therefore, are exempt from the competitive pricing requirements as outlined in DOE's Section 6A-1.012(11)(b).

At this time, we respectfully request your approval to enter into the one-year agreement with the above-referenced facility. The educational services are outlined in the agreement and are attached for your perusal. This agreement will commence upon Board approval and expire on May 1, 2011.

Should you have any questions regarding this matter, please contact Ms. Elena Garcia, Supervisor of Title I, Curriculum and Instructional Services or me at your earliest convenience.

KDG/dam
Attachments

District School Board of Pasco County

Supplemental Educational Service Provider Contract

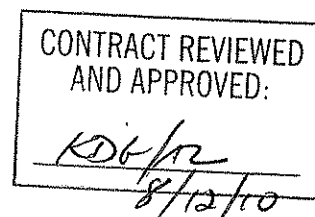


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**No Child Left Behind Act of 2001
Supplemental Educational Services Contractual Agreement**

This Contract is made and entered between The School Board of Pasco County, Florida, ("School Board") and ~~Learning Emporium, Inc. D.O.A.~~ ^{Learning Emporium Educational Services} ("Provider") for the purpose of providing Supplemental Educational Services ("SES") to eligible students pursuant to the No Child Left Behind Act of 2001 ("NCLB"). "Eligible students" are those students identified by the School Board who meet specific requirements under Title I, pursuant to the NCLB, and as otherwise specified herein.

I. The School Board agrees to:

- A. Notify parents of eligible students annually (during years when it is required by NCLB to offer Supplemental Educational Services) of the opportunity to obtain SES and provide them with a list of state-approved SES providers;
- B. Assist parents, if requested by them, in obtaining additional information regarding state-approved SES providers that are available to serve their child(ren);
- C. Notify the Provider of the student's name, school, address and telephone of record, and allow the Provider to initiate contact with the student's parents for the provision of SES once the Provider provides documentation to the School Board of tutors' fingerprinting and completion of training regarding mandated reporting of child abuse and missing children; and a parent selects the Provider for their child(ren);
- D. Provide compensation to the Provider, whose company name is on the contract, upon receipt of a monthly student progress report and proper attendance record/invoice as described in Section III-U below at a rate of *65.00 KDL/m per session for each student. A session shall be sixty (60) minutes of actual tutoring (does not include pre and post assessment, snack time, etc.), and must begin no earlier than fifteen (15) minutes, but no later than thirty (30) minutes after school dismissal. In no event shall the total cost per year for any student exceed the state-approved SES amount (\$1,364.00 during 2010-2011) this rate shall include all expenses incurred in the provision of SES.
- E. Develop an agreement, in consultation with each eligible student's parents/guardian and the Provider, as described in Section III-K below. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as defined by Florida law or pursuant to a court order assigning or determining parental rights.

II. The Provider certifies and guarantees that it:

- A. Is on the Florida Department of Education's current list of state-approved SES Providers for Pasco County;
- B. Has a demonstrated record of effectiveness in increasing the academic achievement of students in subjects relevant to meeting the state's academic content and student achievement standards;
- C. Is capable of providing SES that are consistent with the instructional program of the School Board and the State in both content and achievement standards;
- D. Is ready, willing, and able, to begin providing services immediately upon signing this Contract. Failure to serve students as outlined in this document after the signing of the

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contract will result in the termination of the contract and removal from the district's active vendor list for three (3) years.

- E. Is financially sound and otherwise capable of fulfilling its requirements to the School Board, students and parents during the term of this Contract.

III. The Provider agrees to:

- A. Complete the Definition of Services form identifying the subjects, type of services and the location of the services.
- B. Any Provider using a school as a location for pretesting, SLP conferences, tutoring or post testing will need to complete, sign and abide by all provisions outlined in the Facilities Use Agreement. Facility Use Agreement Forms should be given to schools in a timely matter in order to allow each school 48 hours to obtain signatures.
- C. Attend the Provider Fair/Open House at each school it will be serving. Attendance at the entire length of the Provider Fair at each site is mandatory in order to provide services at the site. Providers must have their own representatives at the Provider Fair/Open House. No School Board employee may represent a Provider at the Provider Fair/Open House at the same school in which he or she is employed.
- D. Any marketing and advertising materials used in the District must be preapproved and include the following disclaimer:

Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch AND attends an eligible Title I school. If parental request for free tutoring exceed the amount of funding available, the school district will serve the students with the greatest need. Neither the Florida Department of Education nor the School District promote or endorse any particular supplemental educational services (SES) provider.

In addition, any incentives and/or free give away materials must be preapproved.

- E. Provide SES for the 2010-2011 school year with such services to be provided to students upon approval by the District School Board of Pasco County of the Student Learning Plan (SLP) referenced in Section III. K. Services to students for the 2010-2011 school year must be provided to eligible students, enrolled before September 24, no later than October 15. The Provider will make the initial contact with the parent/guardian within 10 school days of receiving student information. Three or more documented attempts to contact parents must occur within the 10 day period, including at least one attempt by U.S. Mail. If a signature from a parent or guardian is not obtained, services may not begin. Provider will complete the SLP within 20 school days after receipt of student assignment to Provider. Failure to contact parents or to complete the SLP in the specified time may result in the reassignment of students or the cancellation of the contract. In the event that the contract with a state-approved provider is signed less than 20 days prior to October 15, the provider shall be afforded no less than 20 days from the date the contract was executed to begin delivering services.

The Provider will ensure that the SES delivered are:

1. Research-based;
2. Specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment system; and
3. Enabling eligible students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

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4. Consistent with the School Board and State content and instruction;
 5. Secular and neutral with reference to matters of religious, political and social ideology.
- F. Provide SES to eligible students consistent with federal and state law, and as specified by the terms of this Contract; A session shall be sixty (60) minutes of actual tutoring (does not include pre and post assessment, snack time, etc.), and must begin no earlier than fifteen (15) minutes, but no later than thirty (30) minutes after school dismissal. Students are limited to one session of 60 minutes per day. Services must be completed no later than May 1, 2011. No sessions beyond May 1 may be invoiced.
- G. Provide parents and the School District with copies of the student's monthly progress entered into the Cayen Management System in an understandable and uniform format, including alternative formats upon request, and to the extent practicable, in a language that the parents can understand; provided, however, that communication in Spanish shall always be "practicable". The final progress report must include post-test data for the student;
- H. That eligible students may only be registered for the Provider's services by the School Board. Enrollment forms are to be distributed by the Title 1 Office and school representative only. No provider is permitted to distribute enrollment forms, nor permitted to alter or complete any enrollment form;
- I. Meet all applicable federal, state, and local health, safety, and civil rights laws, and School Board Rules, including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act;
- J. To maintain the confidentiality of all students receiving SES and not disclose the identity of any student who is eligible for or receiving SES without the prior written permission of the student's parents/guardians, except as authorized by School Board personnel;
- K. Initiate a Student Learning Plan (SLP) that will be incorporated herein as Appendix A and become a term of this Contract. The SLP will be developed and monitored using the Cayen System. Such SLP agreement shall include and address:
1. SLP goals must be written in S.M.A.R.T. format.
 2. Students must have a minimum of two (2) SLP goals, but no more than three (3).
 3. SLP goals must be limited to one subject only.
 4. The Provider will submit to the District a summary of all assessment instruments approved for use by the Provider in their state approved application by September 17. The summary will define the assessment instrument, the grade levels it will be used to assess, the subject and benchmarks assessed, the grading scale and an interpretation of the results.
 5. The Provider will complete the pre-assessment with each student prior to the development of the student's SLP, and record the results in Cayen System prior to submitting the SLP for content approval. SLP's submitted without pre-assessment results shown on the SLP will be denied;
 6. The specific achievement goals for the student;
 7. A description of how the student's progress will be measured;
 8. A timetable for improving student achievement;
 9. The number of sessions the student will be receiving;
 10. Procedures approved by the School Board for informing the student's parents, teachers, and the School Board of the student's progress in writing on a monthly basis;

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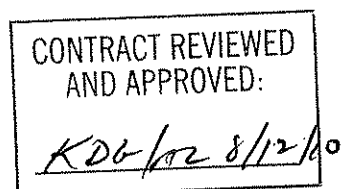
11. Provision for the termination of the SLP and this Contract if the Provider fails to meet the goals and timetables specified in the agreement. (This shall not limit the School Board's right to terminate the agreement and/or Contract as provided elsewhere in this Contract.);
 12. For all students who have an Individualized Education Plan (IEP), English Language Learner (ELL), or are receiving services under Section 504, to develop the goals and timetables consistent with the IEP, ELL plan, or Section 504 services;
 13. Changes to a student's SLP may only be made with the written consent of the District Supervisor of Title I and in consultation with parents/guardians. The Provider shall not unilaterally terminate a SLP. The Provider must obtain written authorization from the School Board before terminating a SLP; and
 14. Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as additional services independent of this Contract and agreed upon in advance and in writing by the parents/guardians. The School Board shall not be considered a party to such an agreement. Such arrangements shall be completely separate and apart from any agreement between the Provider and the School Board. In no event shall the agreed upon charges for additional services obligate the School Board financially, nor shall the School Board incur any obligations or expense in excess of the State/Federal reimbursement amount as identified in Section I - D above.
 15. Providers may not invoice for any sessions until a parent signature is obtained on the SLP.
 16. In the event a student is transferred, the new Provider must complete a new SLP as outlined above.
- L. Provide qualified instructors as required in the Provider proposal approved by the Florida Department of Education; and to provide qualified substitutes who have been Level 2 District fingerprinted when the regularly scheduled tutor is not available. In the event that a tutoring session must be cancelled, give forty-eight (48) hour notification to the parent and the school to allow adequate time for alternative arrangements to be made. If the On-Site Facilitator must supervise students, due to the unavailability of the scheduled tutor, a \$25.00 fee will be charged, per fifteen (15) minute interval.
- M. Ensure that its employees conduct themselves in a professional competent manner and in keeping with the standards as specified in State Board Rules, Chapter 6B-1 and also to dress and maintain a personal appearance conducive to respect for the educational professional. Provider agrees to limit contact with dually employed teachers/tutors to non-contract hours; and to limit the use of school facilities to after school hours. All dually employed teachers must complete and sign a Dual Employment Form prior to beginning services. In the event that a Provider is also an employee of the District School Board of Pasco County, the Provider must insure that services to eligible students are restricted to teachers/tutors who do not service those students during the regular school day or their most recent students. Employees that are dually employed, may not use any School Board resources to the benefit of the Provider or promote or endorse any one Provider.
- N. Provider will maintain all appropriate licenses that are required to provide SES and inform the District Supervisor of Title I immediately if any licenses are revoked or suspended. During the term of this Contract, the Provider shall comply with all applicable School Board Policies, federal, state, and local statutes, laws ordinances, rules and regulations relating to the provision of SES, including securing and maintaining in force

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such permits, certificates of occupancy, and/or licenses as are required by law in connection with the furnishing of services pursuant to this Contract. The Provider must submit a plan and evidence of tutor training and monitoring. Tutor training must include SLP development, curriculum implementation, instructional strategies, ethical practices, and reporting of suspected child abuse or neglect. Evidence of training of all tutors must be submitted to the Title 1 Office. Evidence includes training materials of the above topics and a form signed and dated by each tutor by October 11.

- O. Provide direct and appropriate supervision of students during hours designated for the provision of services; ensuring that students follow the Pasco County School Board Student Code of Conduct at all times; and provide supervision until students are released to parent/guardian, or other designee as permitted by parent/guardian in writing; this includes dismissal to extended day programs, extracurricular activities, or approved transportation providers. Agree to pay a \$25.00 fee for each fifteen (15) minute increment that the On-Site Facilitator or other school employee must supervise students beyond the assigned tutoring times. Provide a plan to the building principal and/or SES On-Site Facilitator for releasing students to their parents.
- P. Ensure that anyone who will be at school when students are present or who has direct contact with students has been fingerprinted and cleared by the District prior to the time they begin working with students. The Provider agrees to fingerprint all service providers as required by §1012.32(2)(a), Florida Statutes (2003). The District shall perform the processing of each applicant's fingerprints. The cost of fingerprinting will be borne by the Provider or the applicant. The Provider agrees that applicants shall not be hired prior to the District's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement and the Federal Bureau of Investigations. The Provider agrees not to hire applicants whose fingerprint check results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the School Board has been convicted of a violent or serious felony, or a felony involving the abuse or neglect of children, as defined by Statutes.
- Q. Provide the District with a list of curriculum materials to be used by the tutor prior to the start of tutoring.
- R. Notify the District Supervisor of Title I within twenty-four (24) hours of an accident or incident when a pupil or tutor has suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. The Provider agrees to submit a written summary report of the occurrence to the District Supervisor of Title I within three (3) days of original notification.
The Provider shall further require that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures as required by state law. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider will submit documentation of such training to the District by December of each year. Provider agrees that all staff members will abide by such laws in a timely manner.
The Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to the School Board when it is notified or otherwise becomes aware of circumstances including, but not limited to: all allegations of molestation, child abuse, or missing children under the Provider's supervision.



The Provider further agrees to notify the principal, as the ultimate authority in the building, and School Board immediately, of any information that may be detrimental to the health or safety of any students or that may inhibit the Provider's performance of this Contract;

- S. Provide the School Board with access to all facilities and records as may be necessary for the School Board to monitor compliance with this Contract. The Provider shall notify the School Board and provide the address of the location, and any change in location, along with all required permits, certificates of occupancy, or other approvals as may be required for the intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services. The Provider shall provide access to the School Board's representatives to its SES facilities for periodic monitoring of each student's instructional program. The School Board's representatives shall have access to observe each student at work during the SES sessions, observe the instructional setting, interview the Provider, and review each student's progress, including a behavior intervention plan, if any;
- T. The provider agrees to track and report students attendance daily using the Cayen System and implement intervention for students who are habitually absent. In the case of habitual absences, at least three (3) attempts must be made to contact the parent or guardian. Absences totaling three (3) will result in the withdrawal of the student. If withdrawing a student, documentation must be in Cayen for the reason of the withdrawal, or it will not be approved. There will be no withdrawing of students due to reduced numbers as students complete sessions. A parent survey must be completed upon withdrawal.
- U. Submit to the School Board via the Cayen System (on or before the 7th of each month) one monthly invoice per provider, itemized by name/address of student, services provided, dates of attendance and actual numbers of hours for which services were provided, and amount owed. Invoices should **not** include time spent for administering pre and post assessments to students. The Provider also agrees to provide this information in aggregate form. Such invoices shall be submitted by the 15th of the month following the rendering of services. Invoices submitted later than the 15th of the following month after services are rendered are subject to non-payment. The School Board shall process payments to the Provider within forty-five (45) days of submission of such invoices. Final invoices shall be submitted no later than May 15 of any calendar year;
- V. Follow all School Board policies, regulations and guidelines and to work at the District's direction regarding the prioritization of those students that are to receive SES from the Provider in the event there are more students requesting SES from the Provider than can be accommodated;
- W. Be solely responsible for the provision of all appropriate materials, supplies, equipment, and facilities for each student as required in his/her SLP, to refrain from using school materials and systems equipment, such as computers, copy machines, VCRs, and DVDs, and to leave the facility in the condition that it was found. A Provider who desires to use the School Board's facilities to implement its SES must make a separate application for use of facilities through the procedures outlined in Attachment E to this contract;
- X. Maintain student records including the Cayen System documentation and provide the School Board access to the same. All SES student records, including but not limited to attendance, assessments, and any other progress reports, shall be kept by the Provider in a secure location and prohibiting access by unauthorized individuals. The Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing SES student records. The Provider shall not forward to any person, other than

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the parents/guardians, any student record without the written consent of the parents/guardian or the School Board.

The Provider agrees to provide access to and copies of all SES student records to the School Board upon the School Board's request. Upon completion or termination of a student's SLP, or termination of this Contract, the Provider agrees to provide all SES student records under its custody or control to the School Board.

The School Board shall have the right to inspect and audit the Provider's facilities and records and to observe services being rendered. The Provider shall provide access to all records, reports, logs or other matters relating to this Contract for the current school year immediately upon request by the School Board. Fiscal records created pursuant to this contract and records related to prior school years relating to SES shall be maintained by The Provider for five (5) years and shall be available for audit upon twenty-four (24) hours notice.

The Provider shall maintain daily records of student services provided, (i.e., Tutoring Log) including the name/address of the student, the name of the Provider's employee who rendered the service, and the amount of time of such service. Said records shall be maintained in a manner and form as may be determined by the School Board. Such records are subject to the inspection requirements delineated herein. Monthly attendance records and progress reports for each student shall be submitted with invoices for payment. Any invoice submitted without sufficient attendance documentation or the monthly progress report may be subject to non-payment. The Provider is paid only for the sessions students attend. The Provider shall permit access to and/or a copy of such records to School Board upon request;

- Y. To indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments fines, suits demands, investigations, proceedings, judgments, orders or injuries, including death to any person, or damage, of whatever nature, to any property and all costs including court costs and attorneys' fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or a third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) The Provider's directors, officers employees, agents subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the Provider(s) (c) False or inaccurate representation or warranty made by or on behalf of the Provider(s), and (d) any act or omission, negligence, or intentional acts of the Provider(s), or any of the Provider's directors officers, employees agents, subcontractors or other representatives;
- Z. That it will not attempt to, purport to, or actually lend the faith and credit of the School Board to any third person or entity;
- AA. Shall not intentionally expose the District to unnecessary embarrassment or disparagement.
- BB. Furnish to the School Board a valid copy of the most recent adopted partnership Agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. (Attach as Appendix B) The Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with the School

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Board. Any employees of the Provider that are also employees of the School Board shall be immediately disclosed to the School Board, with such disclosure to be in writing on the SES Provider/School Board Dual Employment Disclosure form. Any employee of the School District may not tutor any student who is enrolled in his/her regular class. Also, an employee of the School District may not provide tutoring services during his/her regular work hours.

CC. If the Provider is a State of Florida approved provider, or an agency or political subdivision of the State as defined by Section 768.28, Florida Statutes, the Provider shall furnish the Board upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes;

DD. At all times during the Agreement Term, the Provider(s) shall, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Florida, with a general Best's rating of "A-" or better and a financial size category of "IV" or better according to the A.M. Best Rating Guide and acceptable to the Board, the following types of insurance:

Commercial General Liability Insurance

Except as otherwise provided, the commercial General Liability Insurance provided by the Provider(s) shall conform to the requirements hereinafter set forth:

1. The Provider's Insurance shall cover the Provider(s) for those sources of Liability (Including but not by way of limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office;
2. The minimum limits to be maintained by the Provider(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$3 million annual aggregate;
3. Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without any application of a deductible or a self-insured retention. The coverage for Property Damage Liability shall be subject to a maximum deductible of \$1,000 per occurrence; and
4. The Provider(s) shall include the School Board and its members, officers and employees as "additional insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Board as Additional Insured using the latest Additional Insured Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The Certificate of Insurance shall be clearly marked to reflect "The School Board of Pasco County, Florida, its members, officers, employees and agents as additional insured." (Attach as Appendix C)

Automobile Liability Insurance (Applicable to providers who transport students)

The Automobile Liability Insurance shall conform to the following requirements:

1. The Provider's Insurance shall cover the Provider(s) for those sources of liability which would be covered by section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the state of Florida by the Insurance Services Office;
2. Coverage shall be included on all owned, non-owned and hired autos used in connection with his agreement; and

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3. The minimum limits to be maintained by the Provider(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to an annual aggregate, \$3 million annual aggregate.

Workers' Compensation/Employers' Liability

The Workers' Compensation/Employers' Liability Insurance provided by the Provider(s) shall conform to the following requirements:

1. The Provider's insurance shall cover the Provider(s) (and to the extent its sub-contractors and sub-subcontractors are not otherwise insured), for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law; and
2. Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy shall be: EL Each Accident: \$500,000; EL Disease-Policy Limit: \$500,000; EL Disease- Each Employee: \$500,000.

Professional Liability Insurance

The Professional Liability Insurance provided by the Provider(s) shall conform to the following requirements:

1. The Provider's Professional Liability insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement;
 2. The insurance shall be subject to a maximum deductible not to exceed \$25,000;
 3. If on a claims-made basis, the Provider(s) shall maintain without interruption, the Professional Liability Insurance until three (3) years after this agreement; and
 4. The minimum limits to be maintained by the Provider(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per claim/annual aggregate.
- EE. By appropriate rider or endorsements to such policies, the Board shall be included as an additional insured under such policies, which endorsements or riders shall further provide that coverages thereunder shall be primary without right of contribution of any insurance carried by the Board. Prior to commencement of services hereunder, the Provider(s) shall provide to Board's office of Risk and Benefits Management copies of the riders or endorsement described above. Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least thirty (30) days prior to any cancellation, termination, non-renewal or modification to the Provider's Policy (ies) required under this agreement.

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- FF. Upon the execution of this agreement, the Provider(s) shall furnish the District Supervisor of Title I with Certificates of Insurance evidencing the Provider's insurance coverage is consistent with the terms of the agreement. (Attach as Appendix D) The Provider(s) shall also provide copies of the policies to the Board. The Provider(s) shall also provide the Board with Certificates of Insurance that are valid for the entire length of the tutoring sessions. The Provider(s) shall be in material breach of this agreement if the Provider(s) fails to obtain replacement insurance coverage prior to the date in which coverage is terminated. In this event the Board may terminate this agreement without further liability to the Provider(s). Additionally the Provider(s) shall be liable to the Board for any and all damages incurred due to the Provider's failure to perform the agreement terms;
- GG. Abide by all assurances provided to the Florida Department of Education in the Provider's State-approved Supplemental Educational Services Application and notify the School Board immediately if at any time the Provider can no longer certify or meet these assurances; and
- HH. The Provider shall not discriminate on the basis of race, religion, sex, age, or handicap in employment or in the operation of its program(s).

IV. The Parties agree that:

A. Term, Renewal, Modification and Amendment:

The period of this contract shall be August 2010 through May 1, 2011, and shall become effective upon full execution of the contract by both parties. No payment shall be authorized for services provided prior to the full execution of this contract. No payment shall be authorized for services provided to any eligible student for whom the Provider has not submitted to the School Board a fully executed, original SLP, including parent's signature. This Contract may be renewed for up to two (2) additional one year terms by mutual agreement of the parties and upon the terms and conditions agreeable for such renewal.

This Contract may be modified or amended during its initial term or any renewal term upon the approval of both parties, and such modifications shall be in writing and executed by the parties. No change in this Contract or a student's SLP shall result in a per student School Board financial obligation to the Provider in excess of the School Board's annual Title I per student allocation as determined by the Florida Department of Education;

B. Source of Funds and Limitations:

Nothing in this Contract shall be construed to require the School Board to meet its financial obligations with funds or sources of funding that are not specifically provided pursuant to, and available for expenditure under, the No Child Left Behind Act of 2001. Nor does this Contract create a multiple fiscal year obligation, and any financial commitment on the part of the School Board contained in this Contract is subject to annual appropriation by the School Board, federal and or state governments, as applicable, and the Parties agree that the School Board has no obligation to fund the financial obligations under this Contract other than for the then-current year of the Contract term and subject to the requirements of the No Child Left Behind Act of 2001, or until the Contract is terminated, if terminated during the term of the Contract;

C. Transportation:

Transportation arrangements and costs for students receiving services under this Contract are between the Provider and the eligible student's parents, and that the School Board has

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no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Contract;

D. Dispute Resolution:

Disputes between the District and The Provider concerning the interpretation of, requirements, or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to the Supervisor of Title I Services, at 7227 Land O'Lakes Blvd. Land O'Lakes, FL 34638;

E. Subcontract and Assignment:

The Provider shall not subcontract or assign any of the work contemplated under this Contract;

F. Default:

Failure on the part of the Provider to comply with or fulfill any term, condition, or timeline as specified in this Contract, or the Parent-District-Provider Agreement, will be sufficient to place the Provider in Default of its obligations under this contract. If the School Board determines that the Provider is in Default as described above, the School Board shall notify the Provider in writing immediately and shall have the right to withhold payment of outstanding invoices. The Provider shall have seven (7) days from receipt of Default Notification from the School Board to respond in writing with a plan to cure said Default. If the Default is not cured within fifteen (15) days of School Board Notification to the Provider, the School Board may, at its sole discretion, terminate the Contract. If the Contract is terminated under this Default provision, the School Board shall only be liable for payment for services provided through the termination date, at the sole discretion of the School Board. If it is determined that the cause of the Default will endanger the health, safety, or welfare of students of Pasco County Public Schools receiving SES from the Provider, then this Contract may be terminated immediately;

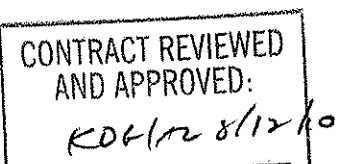
G. Termination:

During the term of this Contract, the School Board shall retain the right to terminate this Contract with or without cause upon (thirty) 30 days prior written notice, except under circumstances as identified in Section IV F above.

The Provider may also elect to terminate this contract upon thirty (30) days written notice; however, in no event shall the Provider's exercise of its right to terminate this Contract alleviate Provider of its responsibilities to complete any existing SLP's. Upon termination that is not occasioned by Provider's default, the School Board shall pay, without duplication, for all services satisfactorily performed up to the date of termination. In consideration of this payment, the Provider waives all rights to any further payment from School Board; if a contract is cancelled, a new one may not be issued in subsequent years, in accordance with District School Board of Pasco County's financial policy and procedure.

H. Independent Contractor:

This Contract is by and between two independent agents and is not intended to and shall not be construed to create an agent, servant, employee, partnership, joint venture, or association relationship between the parties hereto. The Provider 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.



The parties shall in no event be construed to be partners, joint venturers or associates of the other in the conduct of each party's business, nor shall the School Board be liable for the debts of the Provider in the conduct of the Provider's business. The Provider and any person working for or on behalf of the Provider shall at all times be, and be regarded as, independent contractors, and are in no manner employees, servants, or agents of the School Board.

The Provider and any person working for or on behalf of the Provider shall provide all necessary materials to effectively perform their duties. The Provider agrees to comply with all applicable laws, including but not limited to state, federal and local tax laws; local and state laws concerning the licensing and operation of a business of the nature contemplated herein; local and state laws relating to health and safety; state and federal laws relating to nondiscrimination in employment; workers' compensation laws; and state and federal wage and hour laws;

I. Governing Laws:

Provider agrees to be bound by any amendments to any State or Federal laws referenced in this Contract or which impact the SES described herein upon the effective date of such amendments. In the event of any dispute arising out of the interpretation or execution of this Contract, such dispute shall be adjudicated in Florida and be subject to the laws of Florida;

J. Non-Exclusivity:

This Contract does not grant to the Provider any exclusive privileges or rights; the School Board may contract with other Providers for the procurement of comparable services. The School Board makes no commitment to request from Provider any minimum or maximum amount of services hereunder, except as otherwise set forth in this Contract;

K. Severability:

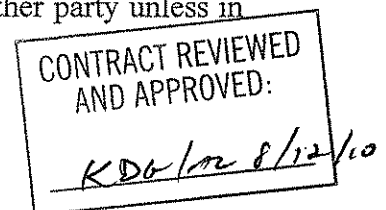
If any provision of this Contract is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect;

L. Governing Law:

The terms and conditions of this Contract shall be governed by the laws of the State of Florida with venue in Pasco County, Florida. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only;

M. Entire Agreement:

This Contract represents the entire agreement between the parties. No other promises or agreements have been made other than those in the Contract. This Contract supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The parties have incorporated into this Contract their entire understanding of the requirements under this agreement. Each party acknowledges that it has read this Contract carefully, fully understands the meaning of the terms of this Contract, and is signing this Contract knowingly and voluntarily. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract, shall not be construed as a waiver or relinquishment for the failure of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment of any rights or privileges established by this Contract shall be deemed to have been made by either party unless in writing and signed by the parties; and



N. Notices:

Every notice, approval, consent or other communication authorized or required by this Contract shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other party at the address hereinafter provided or such other address that from time to time either party may designate upon notice and agreement of both parties in accordance herewith shall be directed to the parties at their respective address as follows:

As to the Provider: The Provider's Name and Address Same as below

As to the School Board: District School Board of Pasco County
7227 Land O'Lakes Blvd
Land O'Lakes, FL 34638

With a copy to: Supervisor of Title I Services
District School Board of Pasco County
7227 Land O'Lakes Blvd
Land O'Lakes, FL 34638

Signed and effective this 27 day of June, 20 10

Learning Emporium Inc D/B/A
Learning Emporium Educational Services
Name of Supplemental Educational Service Provider:

17330 NW 27th Avenue
Address

Miami Gardens, FL 33056
City, State, zip

Tax Identification Number: 263476827

Supplemental Educational Service Provider Authorized Representative:

Felicia Crawford
Felicia Crawford LEES ED

Signed and effective this _____ day of _____, 20____

School Board Authorized Representative:

[Signature]

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Confidential Information:

Confidential Information: Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business plans, employees and students' personal information, clients, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"): Confidential Information will include, but not be limited to, each party's proprietary software and customer, employee, student information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need to know basis), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such Confidential Information.

"Owner" refers to the party disclosing Proprietary Information hereunder, whether such party is the District School Board of Pasco County or vendor and whether such disclosure is directly from Owner or through Owner's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder. Recipient hereby acknowledges and agrees that the Proprietary Information shall remain the sole and exclusive property of Owner. The disclosure of the Proprietary Information to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the Proprietary Information, except as provided under this Agreement. Recipient shall protect the Proprietary Information of Owner the same degree of protection and care Recipient uses to protect its own Proprietary Information, but in no event less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

Exceptions: Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secretly or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

Company Name Learning Emporium
Educational Services

By: Felicia Crawford
Authorized Signature

District School Board of Pasco County

By: _____
Authorized Signature

Name: Felicia Crawford
Title: LEES Executive Director
Date: 7-30-07

Name: _____
Title: _____
Date: _____

