

2011-2012 SES SERVICE CONTRACT
BETWEEN
RIO HONDO INDEPENDENT SCHOOL DISTRICT
AND

THIS SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT ("Contract") is made and entered into by and between the Rio Hondo Independent School District ("RHISD"), 215 W Colorado St. Rio Hondo, TX 78583, and _____ ("SES Provider").

WHEREAS, RHISD desires to hire SES Provider to perform services as stated in this Contract; and

WHEREAS, RHISD has determined that such services are in support of its educational objectives; and

WHEREAS, under the No Child Left Behind Act of 2001, parents must be notified and offered the opportunity to request free educational services for their students. The additional academic help, or tutoring, is called "Supplemental Educational Services." SES are additional academic instruction in reading, math, and/or English Language Arts that is designed to increase the academic achievement of student in Title I schools that did not make Adequate Yearly Progress for three consecutive years and are now in Stage II or above the School Improvement Programs. SES may include academic assistance such as tutoring, remediation, and other educational interventions. SES may include:

- One-on-one and interactive Web-based tutoring
- Small-group prescriptive skill-building
- Individualized gap assessment and remediation
- Computer-based assessment and skill building with direct feedback; and

WHEREAS, parents must select a SES Provider from a TEA approved list of SES Providers;

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

I. THE SES PROVIDER GUARANTEES THAT IT:

- A. Is an approved Texas Education Agency Supplemental Education Service Provider for this area;
- B. Has demonstrated record of effectiveness in increasing the academic achievement of students in subjects relevant to meeting the State of Texas academic content and student achievement standards;
- C. Is capable of providing supplemental educational services that are consistent with the instructional learning standards of the Texas Essential Knowledge and Skills (TEKS) and the achievement standards of the Texas Assessment of Knowledge and Skills (TAKS);
- D. Is prepared to begin providing services within 30 calendar days or sooner of signing this Contract;
- E. Is financially sound and otherwise capable of fulfilling its requirements to the District, students and parents during the term of this Contract;
- F. Will adhere to the provisions and guidelines in the Texas Education Agency's Supplemental Educational Services Provider Application and on the Approved SES Providers List;

G. Will secure and pay for its own personnel for supervision and/or implementation of their program;

H. Will encourage and maintain student attendance. (RHISD is not responsible for poor attendance. Attendance is the sole responsibility of the parents, the student and the SES provider. Truancy laws do not apply to SES Services); and

I. Agrees incidents of misconduct or insubordination on the part of providers and/or their employees reported to the Federal Programs Department may result in the expulsion of the SES provider from any one of our campuses and/or the activation of the termination clause of this contract.

II. SERVICES TO BE PROVIDED BY SES PROVIDER:

A. Will provide supplemental educational services for the 2011-2012 School Year that:

1. Are researched-based.
2. Are specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act under the State of Texas' assessment system and;
3. Enable eligible students to make reasonable progress; given their academic skills when services began, toward attaining proficiency in meeting Texas academic achievement standards.

B. Will provide parents, the principal/campus designee and the appropriate classroom teacher(s) with monthly information on the student's progress 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".

C. Will provide the Federal Programs Department monthly aggregate information on the students' progress by campus in an understandable and uniform format, including alternative formats upon request.

D. WILL NOT complete any part of the SES Tutoring Application. SES Provider agrees it is the PARENTS' sole responsibility to complete the SES Tutoring Application.

E. Will respond to the District's electronic notification of any matters related to SES within three (3) working days (i.e., updated student rosters, SES updated, requests for reports and the like).

F. WILL NOT disclose the identity of any student who is eligible for, or receiving, supplemental educational services without the prior written permission of the student's parent;

G. Will enter into a contract (see Attachments C & D) that will be incorporated into, and become a term of, this Contract, to include:

1. Specific achievement goals for the student, which must be developed in consultation with the student's parents. [NCLB, Section 1116(e)(3)(A)]
2. A description of how the student's progress will be measured and how the student's parents and teachers will be regularly informed of the progress. [NCLB, Section 1116(e)(3)(A) and (B)]
3. A timetable for improving the student's achievement. [NCLB, Section 1116(e)(3)(A)].
4. Assurance that the identity of any eligible student will not be disclosed to the public without written permission of the student's parents. [NCLB, Section 1116(e)(3)(E)]
5. Assurance that the supplemental educational services are secular, neutral, and non-ideological. [NCLB, Section 1116(e)(5)(D)]
6. For all students who have an Individualized Education Plan ("IEP") or receive services under Section 504,

development the goals and timetables consistent with the IEP or Section 504 services.

H. Will maintain all appropriate licenses that are required to provide supplemental education services and informing the District immediately if any licenses are revoked or suspended.

I. Will be responsible for the control of all students from the time student arrives for services until the student is placed under the control of the parent/guardian, at the end of the service.

J. Will notify the Superintendent and the campus administrator within twenty four (24) hours of an accident or incident when a student 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 Federal Programs Department and the campus administrator within three (3) working days of original notifications.

K. Will be responsible for all instructors/tutors/SES employees and their actions. Instructors/tutors/SES employees are required to attend tutoring sessions at the scheduled times, being on time to tutoring sessions, and remaining with the students until the end of the scheduled tutoring session.

L. Will ensure that all instructors/tutors/employees assigned to provide supplemental educational services have, at the Provider's expense, undergone criminal background checks as approved by the Provider and RHISD to work with children prior to the time they began working with children.

M. Will require that all instructors/tutors/employees and volunteers be 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 agrees that all staff members will abide by such laws in a timely manner.

N. Will submit immediately by facsimile and mail within twenty-four (24) hours, an accident or incident report to the RHISD Superintendent of Schools 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. Provider agrees to comply with all provisions and requisites of RH ISD Board Policy FFG (Legal and Local), wherein any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as required by law. Family Code Section 261.101(a).

O. Will provide the District with access to all facilities and records as may be necessary for the District to monitor compliance with this Contract. The Provider shall notify the Superintendent 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) calendar days prior to the commencement of services. The provider shall provide access to the District's representatives to its SES facilities for periodic monitoring of each student's instructional program. The District'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.

P. Will notify the District immediately of any information that may be detrimental to the health or safety of any student or that may inhibit the Provider's performance of this Contract.

Q. Will safeguard and protect the District's property from damage, which may arise as the result of the Provider's services under the Contract, and shall be responsible for such damage. The Provider will compensate the District for any

loss of damage to the District's premises or property arising out of the performance of the Contract.

R. Will promptly notify the Superintendent of any anticipated delay in the delivery of services or performance under this Contract and to provide full details of the delay and expected time of service delivery. If performance is delayed as a result of an event or circumstances that is no fault of the Provider, the Provider may request an adjustment of time of service delivery. Otherwise, if service delivery is not completed in accordance with the terms and conditions of the Contract, the Provider is in full breach of the Contract.

S. Will submit to the Superintendent (on or before the 5th of each month) the student sign-in sheet of the SES sessions including the principal's/designee's signature with the monthly invoice itemized by name of student, the number of supplemental educational service sessions attended by each student that month, dates of attendance and actual numbers of hours for which services were provided, and amount owed. The Provider also agrees to provide the information in aggregate form. Such invoices shall be submitted within thirty (30) calendar days of the rendering of services. Invoices submitted more than thirty (30) calendar days after services are rendered are subject to non-payment. The District shall process payment to the Provider within forty-five (45) working days of submission of such invoices. Final invoices shall be submitted no later than June 30 of any calendar year. Failure to submit final invoices by this date will result in non-payment for those invoices.

T. Will input student attendance data and all other related information into the District's and/or State's web-based SES Management System no less than weekly.

U. Will follow all District policies, regulations and guidelines associated with all aspects of SES all External Funding Department policies, regulation and guidelines associated with all aspects of SES including marketing to parents and students, recruitment and enrollment of students for the SES program; and to work at the District's direction regarding the selection of those students that are to receive SES from the Provider than can be accommodated and/or funded.

V. Will be solely responsible for the securing and compensation of instructors/tutors/employees, for the provision of all appropriate supplies, for equipment unique to individual SES programs, and facilities, if facilities are not available on the home campus, for each student as required in his/her Parent Consultation Student Learning Plan.

W. Will make a separate notification for use of facilities to the Superintendent if the Provider desires to use the facilities outside of the student's home campus to implement its SES Program within 30 calendar days of starting services or continuing services. The District does not guarantee the use of its school facilities. Furthermore, the Provider understands that the district may charge the SES Provider rental fees pursuant to District's policy at its discretion.

X. Agrees the District 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 District. Fiscal records created pursuant to this contract and records related to prior school years relating to SES shall be maintained by the Provider for the five (5) years and shall be available for audit upon twenty-four (24) hours notice.

Y. Shall maintain daily records of student services provided, (i.e. Portfolio) 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 District. Such records are subject to the inspection requirements delineated herein. Monthly attendance records for each student shall be submitted attendance documentation 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 District upon request.

Z. Shall abide by all assurances provided to the Texas Education Agency in the Provider's state-approved supplemental Educational Services Application and notify the District immediately if at any time the Provider can no longer certify or meet these assurances, and will comply with all requirements associated with the delivery of SES services.

AA. Shall 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.

BB. Shall bill the District for actual tutoring services only. The Provider further understands that no upfront costs, supplies and/or miscellaneous fees, consultation fees shall be applicable for billing purposes.

CC. Shall begin services within 30 calendar days of the student being assigned to the provider in the EZSES system. Failure to begin services 30 calendar days of the student being assigned to the provider in the EZSES system will result in the reassignment of students to the second/third choice provider.

DD. Shall be solely responsible for the development of student SLPs.

III. SES and the SES Online Management System

A. Monthly Invoices

SES Management System shall generate monthly invoices based on attendance approved by PROVIDER, itemized by student name and student identification number, actual number of hours for which services were provided, and an amount due. PROVIDER shall limit tutoring to six (6) hours per week, two (2) hours per week day. Tutoring that exceeds any of these limits will not be paid by the DISTRICT. PROVIDER shall receive compensation in the amount not to exceed \$1,310 per Individual as reflected on the TEA application for SES Management System by Provider. PROVIDER is paid only for students who have an active Parent Consultation Student Learning Plan (PCSLP) Agreement with said PROVIDER. All invoices shall be generated and maintained on the DISTRICT's and/or STATE's SES Management System. DISTRICT shall process payments to PROVIDER within forty-five (45) working days excluding holidays of the approval date of said invoices.

B. Records of Attendance

PROVIDER shall maintain a daily student sign-in sheet and a portfolio of student services. The student sign-in sheet should be generated by the SES Management System weekly with student signatures and submitted to the on-site facilitator. The portfolio should include the name and address of each student, name of PROVIDER, the employee who rendered the service, and the amount of time of such service. PROVIDER is paid only for sessions students attend. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request. All records of attendance shall be maintained on the DISTRICT's SES Management System. The only daily student sign-in sheet that will be accepted by the DISTRICT is the SES computer generated sign-in sheet.

C. SES Management System

PROVIDER agrees to utilize DISTRICT's and/or STATE's SES Management System to invoice, record attendance, develop the Parent Consultation Student Learning Plan and Maintain an employee roster and other miscellaneous records as requested by the District.

D. Rights to Withhold

DISTRICT may withhold payment to PROVIDER when in the opinion of DISTRICT:

- i. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- ii. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- iii. PROVIDER has failed to accept attendance in the SES Management System in a timely manner.

DISTRICT shall give written notice of such withheld payment within ten (10) working days of the date payment was withheld.

E. Start of Tutoring

Tutoring must commence within 30 calendar days of the student being assigned to the provider in EZSES or when all necessary documentation has been processed and approved, whichever comes first. PROVIDERS will be required to start tutoring at least 80% of the students on their roster. Students who have not started tutoring sessions within 30 calendar days of the student being assigned to the provider in the EZSES will be reassigned to the second/third choice of providers on the SES selection form.

IV. SERVICES TO BE PROVIDED BY RHISD:

- A. DISTRICT agrees to notify parents about the availability of services, at least annually and in accordance with SES guidelines provided by SIRC. [NCLB, Section 1116(e) (2)(A)]
- B. DISTRICT agrees to help parents choose an SES Provider, if requested. [NCLB, Section 1116(e)(2)(B)]
- C. DISTRICT agrees to determine which students should receive services, if all students cannot be served. [NCLB, Section 1116(e)(2)(C)]
- D. DISTRICT agrees to contract with an SES Provider selected by parents of an eligible student. [NCLB, Section 1116(e)(3)]
- E. DISTRICT agrees to protect the privacy of students who receive supplemental educational services: [NCLB, Section 1116(e)(2)(D)]
- F. DISTRICT agrees to apply the following eligibility criteria when over 2000 students have requested SES services:
 1. Students with the lowest test scores in Reading /ELA
 2. Identified as Special Needs students
 3. Identified English Language Learners

G. DISTRICT will NOT assist any provider in securing personnel, tutors or recruiters for SES provider services.

V. TERM OF CONTRACT

The term of this Contract shall be from 9/19/11 through 5/31/2012, or until the pupil allotment is exhausted, whichever

comes first, and shall become effective upon full execution of 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 Federal Programs Department a fully executed, original Parent Consultation Student Learning Plan (PCSLP), including parent's signature. If the Provider is an online company, an electronic parent signature will be accepted. No payment shall be rendered until such time as a fully approved PCSLP by the District exists. This Contract may be terminated prior to the expiration of the term as provided in the Termination Section of the Contract.

Specific terms have been used throughout this contract to define the term days:

1. Calendar days are defined as all days in a month, including weekends and holidays.
2. Working days are defined as days when the District is in operation and do not include holidays recognized by the District.

This Contract may be modified or amended during its initial term or any renewal term upon the approval of both parties, provided such modifications shall be in writing and executed by the parties. This contract will not automatically renew at the end of the contract term.

VI. DISPUTES RESOLUTION

Disputes between DISTRICT and PROVIDER concerning the meaning, interpretation, requirements or performance of this Contract shall be heard in accordance with the grievance procedures established in Rio Hondo ISD Board Policy. The decision of the School District shall be binding upon the Provider and the Provider shall abide by the decision. The District reserves the right to take any action it deems necessary during the dispute resolution process to protect the health, safety and welfare of the students.

VII. TERMINATION

This Contract may be terminated prior to the expiration of the term hereof as follows:

1. By RHISD upon three (3) calendar days notice if the work is not provided in a satisfactory and proper manner as determined by RHISD, or by a parent/guardian of a RHISD student.
2. By mutual written agreement of the parties.
3. By RHISD without cause, upon thirty (30) calendar days prior written notice to the SES Provider; or
4. By RHISD immediately if SES Provider commits a material breach of any of the terms of this Contract.

In the event this Contract is terminated because of violation or breach of the contract terms by the SES Provider, RHISD shall be entitled to all administrative contractual and legal remedies, including sanctions and penalties as may be appropriate.

VIII. COMPENSATION

For and in consideration of the services to be rendered by the SES Provider under this Contract, RHISD will pay SES Provider upon submission of an original invoice(s) for the actual hours worked paid at the rate shown in Attachment B. Total compensation cannot exceed \$1,310 per student.

Original invoices should be sent to the Business Office/Superintendent. The District will attach the invoice to a SES Provider/Professional Services Payment Form and will forward it for processing to the Finance Department. The invoice will be processed for payment within 45 working days of its approval date in the EZSES system.

Refer to the Fee Schedule (Attachment B) for the actual cost of the Supplemental Educational Services by the SES Provider.

In the event the contract is terminated prior to the end of the stated term, payments will only be made to the extent that work has been performed prior to termination.

FEDERAL GRANT FUNDING AND RIO HONDO INDEPENDENT SCHOOL DISTRICT'S BOARD POLICY OBLIGATIONS

The SES Provider agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state, or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984. In the event an audit occurs and any expenditures relating to this Contract are disallowed, the SES Provider agrees to reimburse RHISD immediately for the full amount of such disallowed expenditures.

The SES Provider will render all services and perform all functions in accordance with the U.S. Office of Management and Budget (OMB) Circular Nos. A-133, A-110, and any other applicable OMB circulars, and in accordance with RHISD's Procedures which RISD shall provide to SES Provider, regarding regulatory and financial matters so that the grant can be carried out in accordance with the requisite federal and state requirements.

IX. RELATIONSHIP OF THE PARTIES

It is understood and agreed that the SES Provider is a separate legal entity from RHISD and neither it nor any of its employees are agents of RHISD. The SES Provider accepts full responsibility for the actions of its personnel and volunteers while performing any services incident to this Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

Nothing in this Contract shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

X. THE PARTIES' AGREEMENT

A. Transportation arrangements and costs for students receiving services under this Contract are between the Provider and the eligible student's parents, and that the District has no obligation to provide transportation in connection with the Provider's responsibility to provide services under this Contract.

B. RHISD and SES Provider 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 District be liable for the debts of the SES Provider. The SES Provider and any person working for or on behalf of the SES Provider shall at all times be, and shall be regarded as, independent contractors, and are in no manner employees, servants, or agents of the District. The SES Provider and any person working for or on behalf of the SES Provider shall provide all necessary services to effectively perform their duties. The SES Provider agrees to comply with all applicable laws, including but not limited to federal and state tax laws; local and State of Texas laws concerning the licensing and operation of a business of the nature contemplated herein; local and State of Texas laws relating to health and safety; State of Texas and federal laws relating to nondiscrimination in employment; workers' compensation laws, and State of Texas and federal wage and hour laws. The SES Provider's engagement with the District is limited solely to the operation described herein.

C. This Contract does not grant the SES Provider any exclusive privileges or rights. The District may contract with other SES Providers for the procurement of comparable services. The District makes not commitment for any minimum or maximum amount of services hereto except as otherwise set forth in the Contract.

D. The SES Provider shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, income and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, the SES Provider shall maintain detailed payroll records including all subsistence, travel and field expenses, canceled checks and receipts and invoices for all items. These documents and records shall be retained for at least four years from the completion of this contract. The SES Provider will permit the District to audit all books, accounts or records relating to this contract or all books, accounts or record of any business entities controlled by the SES Provider that participated in this contract in any way. Any audit may be conducted on the SES Provider's premises or, at the District's option, another location. The SES Provider shall provide all books and records within fifteen (15) calendar days upon receipt of written notice from the District. The SES Provider shall refund any monies erroneously paid to the SES Provider or charged to the District. If the District ascertains that it has been billed erroneously by the SES Provider for an amount equaling 5% or more of the contract amount, the SES Provider shall be liable for the costs of the audit in addition to any other penalty to be imposed.

E. It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to or from the SES Provider, shall be the property of the District. The SES Provider may retain reproducible copies of working documents and other applicable documents, if required. In the event of the termination of this Contract for any reason whatsoever, the SES Provider shall promptly tender all information, writing and documents to the District without exception or reservation. This does not apply to copyrighted information provided to the District as part of the services.

F. All information owned, possessed or used by the District which is communicated to, learned, developed or otherwise acquired by the SES Provider in the performance of consulting services for the District, which is not generally known to the public, shall be confidential and the SES Provider shall not, beginning on the date of the first association of communication between the District and the SES Provider and continuing through the term of this Contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for the SES Providers own benefit or the benefit of another, any such confidential information, unless required or permitted by law. Except when required as part of the services, the SES Provider shall not make any press releases, public statements, or advertisement referring to the services or the engagement of the SES Provider as an independent contractor of the District in connection with the services, or release any information relative to the services for publications, advertisement or any other purpose without the prior written approval of the District. The SES Provider shall obtain assurances similar to those contained in this subparagraph from all persons, Providers and sub-providers retained by the SES Provider.

XI. NO WAIVER OF IMMUNITY

RHISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions or obligation described herein.

XII. AUTHORIZATION OF CONTRACT

Each party represents and warrants to the other that the execution of this Contract constitutes a valid and enforceable obligation of such party according to its terms.

XIII. NO WAIVER

No waiver of a breach of any provision of the Contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

XIV. NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

SES PROVIDER:

To: _____

Attn: _____

DISTRICT:

To: Rio Hondo Independent School District
215 W Colorado St.
Rio Hondo, Texas 78583

Attn: Anneliese McMinn, Superintendent of Schools

Any party may designate a different address by giving the other party ten (10) calendar days prior written notice in the manner provided above.

XV. NO ASSIGNMENT

No assignment of this Contract or of any duty or obligation or performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

XVI. SECTION HEADINGS

The headings of sections contained in this Contract are for convenience only and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Contract.

XVII. GOVERNING LAW

This Contract is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Cameron County, Texas, for any action under this Contract.

The SES Provider shall comply with executive order 11246, entitled "Equal Employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

The SES Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the clean Air Act (42 USC 1857(a), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans or facilities included on the EPA list of violating facilities. Violations shall be reported to the Texas Education Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

The SES Provider shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163)

XVIII. ORIGINALS

This Contract is executed in three (3) counterparts, each of which shall have the full force and effect of the original Contract, and each of which shall constitute but one of the same contract.

XIX. REPORTS

RHISD and the SES Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. No written reports of any kind shall be released to any third parties without prior written approval of RISD.

XX. INDEMNITY

The SES Provider shall hold RHISD and its past and present and future trustees, officers, and employees harmless and shall indemnify all such parties against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party, occurring or in any way incident to, arising out of, or in connection with any acts of the SES Provider and its agents, employees, and subcontractors done in connection with this Contract.

Nothing in this Contract shall be construed to create a claim or cause of action against the District for which it is not otherwise liable, or to waive any immunity or defense to which the District may be entitled, or to create an

impermissible deficiency debt of the District.

XXI. CRIMINAL HISTORY BACKGROUND CHECK

Prior to being allowed to work with RHISD students, the SES Provider and its instructors/tutors/employees agree to submit to a Criminal History Background Check through the RHISD Human Resources Department pursuant to Section 22.0834 of the Texas Education Code. SES providers are required to provide assurances that all employees, subcontractors, and volunteers of the SES Provider who have contact with students have passed a criminal history background check current within the last year.

XXII. RELEASE OF INFORMATION

Unless required by law, the existence and terms of this Contract may not be disclosed by SES Provider to any third party without the prior written consent of RHISD. SES Provider may not publish or use any publicity materials relating to this contract or use RHISD's name without the consent of RHISD.

XXIII. RECORDS RETENTION AND AUDITS

RHISD or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all of the SES Provider's records, which shall include but not be limited to accounting records (hard copy as well as computer-readable data), correspondence, instruction, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract. The SES Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U.S. Government of the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

To the extent that the SES Provider will come into possession of student records and information, and to the extent that SES Provider will be involved in the survey, analysis, or evaluation of students, incidental to this Contract, the SES Provider agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act. In the event that RHISD is required to furnish such information or records pursuant to the Texas Public Information Act, the SES Provider shall furnish all such information and records.

XXIV. BUSINESS ETHICS

During the course of pursuing contracts, and the course of contract performance, the SES Provider will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other consideration beyond that which would be collectively categorized as incidental shall be made to any employees or officials of RHISD, its authorized agents and representatives, or to family members of any of them. At any time, the SES Provider believes that there may have been a violation of this obligation; the SES Provider shall notify RHISD of the possible violation. RHISD is entitled to request a representation letter from the SES Provider, its subcontractors, or vendors at any time to disclose all things of value passing from the SES Provider, its subcontractors, or vendors to RHISD's personnel or its authorized agents and representatives.

XXV. BUSINESS CERTIFICATES/TAXES

All SES Providers entering into a contract with RHISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership. Corporations (domestic or foreign*) shall be properly registered with the Texas

Secretary of State and Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and Taxes are paid.

Partnerships and Joint Stock Companies, and Limited Liability Partnerships (domestic or foreign*) shall be properly registered with the Texas Secretary of State in accordance with TITLE 105-PARTNERSHIP AND JOINT STOCK COMPANIES, CHARTER ONE-PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED LIMITED PARTNERSHIP ACT, Article 6132a-1. "Texas Revised Limited Partnership Act." All partners in a partnership must file a "Certificate of Limited Partnership" with the secretary of state, which shall be made available for inspection upon request

XXVI. CONFIDENTIAL & PROPRIETARY INFORMATION

The parties may provide technical information, documentation, and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form, is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Contract. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

XXVII. DATA PROPRIETARY RIGHTS

All Work, as defined under this contract, shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and RHISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, Management System, improvements and the like made by the SES Provider personnel in the course of performing the work.

XXVIII. DEBARMENT AND SUSPENSIONS

The SES Provider certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

The SES Provider agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program, particularly relating to nondiscrimination. These include but are not limited to : (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

XXIX. COMPLETE UNDERSTANDING

This Contract shall constitute the complete understanding of the SES Provider and RHISD, and may not be modified in any manner without the express written consent of both parties.

By signing the Contract, the SES Provider affirms that there is no personal or financial conflict of interest between the SES Provider or the SES Provider's family and the District.

IN WITNESS THEREOF, RHISD and SES PROVIDER have executed this Contract effective on this _____ day of _____.

SES PROVIDER

RIO HONDO INDEPENDENT SCHOOL DISTRICT

SES Provider

Superintendent of Schools/Designee

Date

Date

Signature Date

Print Name

APPROVED AS TO FUNDING AND BUSINESS TERM:

Signature

Accountant/Designee Date

Title

Signature Date

Taxpayer Identification Number

ATTACHMENT A

CONTRACT PROVIDED SERVICES

All services provided by the SES Provider are as referenced on the face of the Purchase Order or as attached to the Contract. The services shall include, but not limited to:

1. List personnel provided for this agreement.

2. Reference current resumes and how criminal background checks are provided.

3. Provide a detailed description of what services are to be performed, where they are performed, and when they are to be performed and completed.

4. List and describe clearly all deliverables (such as progress reports).

5. Provide the expected completion date, and the final date or services to be provided.

6. Explanation of criminal background checks and notification of any felonies and/or any illegal activities of persons hired or volunteer for SES.

7. Proof of Liability Insurance documentation is to be submitted with this contract.

ATTACHMENT B

FEE SCHEDULE

Travel costs are not reimbursable and will be incurred by the Provider as an overhead expense from any daily or hourly rate. Any and all travel expenses paid to the Provider shall be included in the total payment to the Provider, unless otherwise specified.

To receive payment, the Provider shall send invoices to the District, specifying the days, hours and nature of the tasks covered by the invoices, such invoices not to exceed in the aggregate the Maximum Sum.

The Provider may be paid in monthly installments during the term of the Contract, if approved by the District, in advance. All invoices must show actual days or hours worked; with the attached student sign in sheet reflecting the services rendered per the terms herein. The Maximum Sum represents the maximum "not-to-exceed" cost to the District as shown below. Non-worked days or hours shall not be invoiced. The District will not pay for any missed sessions by students.

The following shall be listed on or incorporated by reference in the Contract:

Maximum sum per student: \$1,310

Schools Authorized

School School ID Number

Rio Hondo Jr. High School 041

ATTACHMENT C

SUPPLEMENTAL EDUCATIONAL SERVICES PARENT CONSULTATION STUDENT LEARNING PLAN AGREEMENT

The SES Provider agrees to complete the Parent Consultation Student Learning Plan Agreement in accordance to SLP guidance provided by Region 13 and the Texas Education Agency.

1. The District or Parent/Guardian can terminate services if goals and objectives are not met. The Principal/designee will work with the parents and the SES Provider to ensure that the concerns are addressed. If the district or parent/guardian chooses to terminate services for a specific child, the district will notify the SES Provider, in writing, if goals and timelines are not being met. The principal/designee must then contact the Department of External Funding to coordinate receipt of any supporting documentation necessary to facilitate this action. Services will terminate within 3 working days of the written notice.
2. The District will enter into a contract with the Provider that will specify the payment schedule. Services cannot begin until a properly drawn and approved Purchase Order has been issued by the Procurement Department. The cost of services per child cannot exceed either \$1,310 or actual cost, whichever is less. State and federal statute prohibits the district from paying for services that are not provided; therefore, the district will not pay for sessions missed by the student.
3. The District/SES Provider shall not disclose to the public the identity of any student eligible for, or receiving supplemental educational services, without the written permission of the parent(s). A parent/guardian's signature on the SES enrollment form will serve as written permission for the District to share relevant student's data only with the Provider.
4. The Provider guarantees that all services rendered will be consistent with all applicable health, safety and civil rights laws.
5. The parent/guardian will be notified by the SES Provider if there are any concerns regarding attendance and/or participation as well as any disciplinary issues during the SES sessions.
6. SLPs will be created and entered into the EZSES system within 30 calendar days of the student being assigned to the provider in EZSES. It is the responsibility of the Provider to check the EZSES system for new students.
7. The SES Provider agrees to assist RIO Hondo ISD to collect parent signatures.
8. The District will approve SLPs created by the SES Provider in the EZSES system online. By doing so, an actual signature from a District Representative is not required.
 - This Parent Consultation Student Learning Plan (PCSLP) Agreement must be complete and with all signatures before payment will be disbursed by RISD.
 - The Parent must agree with all of the above condition and sign the agreement before the SES Provider can begin services with the student.
 - The Stage II or above School is required to provide educational records to assist the development of the TEKS/TAKS Student Achievement Objectives.
 - Supplemental Educational Services Agreement