

## Supplemental Educational Services Agreement

Agreement made this 14<sup>th</sup> day of FEB, 2012 by and between the Homer Central School District (hereinafter referred to as DISTRICT) and Habitat for Learning Inc. D/B/A Sylvan Learning Center (hereinafter referred to as SYLVAN) for the provision of Supplemental Educational Services as follows:

1. TERM. The term of this AGREEMENT shall begin in January, 2012 and extend through and including August 31, 2012, provided however, that provisions of this AGREEMENT relating to fees and charges and to reports shall survive the agreement's termination date.

2. WORK. SYLVAN shall perform for DISTRICT instructional services per identified student, as specified on the student's Individual Learning Plan and chosen from the options listed in Appendix A.

3. REPORTS.

a. SYLVAN shall provide to DISTRICT an Individual Learning Plan for each student specifying achievement goals, a timetable for measurement of goals, and the initiation date, frequency, duration and location of services to be provided. For eligible students with disabilities, the goals method of measurement and timetable will be consistent with any individual education plan provided by the DISTRICT pursuant to the Individuals with Disabilities Education Act.

b. SYLVAN shall provide to DISTRICT copies of written progress reports that are provided regularly to parents at no less than quarterly intervals. Parent Progress Reports will be in a format, and to the extent practicable, in a language parents can understand.

c. SYLVAN shall provide to DISTRICT in a format prescribed by SED, a final written report that summarizes the progress of eligible students who were provided with Supplemental Education Services hereunder.

4. STUDENT RECORDS. DISTRICT agrees to provide SYLVAN with educational records for STUDENT as may be necessary or desirable for completion of WORK by SYLVAN, including but not limited to a student's Individualized Education Plan (IEP) for students with disabilities. SYLVAN agrees that it will not disclose, without prior written permission of the parents of the student, the identity or educational records of any student who is eligible for, or receiving, supplemental educational services, except as may be allowed by law.

5. LOCATION OF SERVICES: SYLVAN agrees to provide STUDENT with suitable instructional space at a SYLVAN facility, at no cost to DISTRICT, at

which the WORK will be undertaken. SYLVAN agrees and warrants that such space will be accessible to persons with handicapping conditions. SYLVAN may, with prior arrangement through and approval of the DISTRICT, provide services at a DISTRICT facility at no cost to SYLVAN or at a District approved community location.

6. TERMINATION. DISTRICT may terminate this AGREEMENT in the event SYLVAN is unable to meet the goals and timetables set forth in Appendix A, Statement of Work, provided DISTRICT gives SYLVAN thirty (30) days written notice prior to the intended termination date. SYLVAN may terminate this AGREEMENT in the event DISTRICT fails to provide timely payments or meet any other responsibilities under this AGREEMENT provided SYLVAN gives DISTRICT thirty (30) days written notice prior to the intended termination date. Notwithstanding the above, this AGREEMENT will terminate immediately in the event SYLVAN is removed from the COMMISSIONER's list of approved supplemental educational services providers.

7. PERSONNEL. SYLVAN shall provide certified teachers for purposes of completing the WORK SYLVAN agrees to provide. SYLVAN shall confirm that all individuals employed by SYLVAN who have direct contact with students have been fingerprinted.

8. COMPENSATION. The DISTRICT agrees to pay for Services performed, and SYLVAN agrees to accept as full payment for the Services performed to this Agreement as follows:

- a. A per session hourly rate for each attended session as detailed on Schedule A.
- b. The total amount charged by SYLVAN is not to exceed the 2011/12 NYS maximum rate for the DISTRICT of \$1138.00 per student per school year.

9. PAYMENT. SYLVAN shall submit a monthly invoice to DISTRICT along with documentation describing the WORK performed. Within thirty (30) days of the date of receipt of an invoice the DISTRICT will pay SYLVAN for Services rendered under this Agreement.

10. NON-ASSIGNMENT. This AGREEMENT may not be assigned by either party, or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of both SYLVAN and DISTRICT and any attempts to assign the contract without such written consents are null and void.

11. GOVERNING LAW. This AGREEMENT shall be governed by, construed and enforced in accordance with the law of the State of New York.

12. GENERAL ASSURANCES.

- a. SYLVAN will provide supplemental educational services in a manner consistent with all applicable health, safety and civil rights laws.
- b. SYLVAN will ensure that supplemental educational services instruction and content is secular, neutral and non-ideological.
- c. SYLVAN will ensure that the instruction provided and the content used is consistent with those of the DISTRICT and the State and is aligned with State learning standards in the areas of English Language arts (including reading) and/or mathematics.

13. FORGE MAJEURE. SYLVAN shall not be responsible for failing to perform under this AGREEMENT where failure to perform is due to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar causes beyond the control of SYLVAN.

14. NOTICES. Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Service, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below; provided, however that notice shall be deemed sufficiently given upon such mailing or deposit with such courier service If delivery is refused by the intended recipient or cannot be completed because the intend recipient has not notified the sender of a changed address In accordance with this provision:

(a) If to DISTRICT: Homer Central School District  
80 S. West St., P.O. Box 500 Homer, NY 13077


(b) If to SYLVAN: Sylvan Learning Center  
1A Pine West Plaza, Albany, NY 12205

15. FULL AGREEMENT. This AGREEMENT. Including all appendices, constitutes the full agreement between the PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below:

Date: 2-2-12

Homer Central School District

By:   
(Type or print name/title of District Signatory)

Russ Hearta

Date: \_\_\_\_\_

Habitat for Learning Inc.  
dba Sylvan Learning Center

By: \_\_\_\_\_  
Fern L Hurley, Assistant Executive Director

Appendix A  
LEA: Homer Central School District  
PROVIDER: Habitat for Learning Inc, D/B/A Sylvan Learning Center  
Program/Description/Hourly Rate

Sylvan Ace it! Tutoring Ace it!'s reading and math programs are uniquely designed to supplement classroom instruction. Our small group intervention model addresses student-specific skill gaps and provides targeted skill building and confidence-building opportunities. The Math curriculum covers 1<sup>st</sup>-8<sup>th</sup> grades and Algebra. The Reading Curriculum covers K-8<sup>th</sup> grade Reading skills. The Pre and Post assessments are the GRADE or GMADE (Pearson). Students are placed in groups of 6-8 students based on functional level for a student teacher ratio of 6-8:1. A minimum of 20 enrolled and eligible students is required to implement groups. A token reward system is used for student motivation. Total Program Hours: 29. Hourly Rate: \$40.00, up to a Maximum 2011-12 State Rate of \$1138 per student.

