

Contract No.: _____

Board Action: _____

Action Date: _____

SES Provider and LEA Agreement

This AGREEMENT entered into this 14th day of Feb 2012, by and between the BOARD OF EDUCATION OF HOMER CENTRAL SCHOOL DISTRICT (LEA) and Acadamia.net, Inc. (Provider).

WHEREAS, Provider received approval from the New York Department of Education to serve as a supplemental educational services provider under the No Child Left Behind Act (NCLB), and

WHEREAS, the parent/guardian of some students have chosen this provider to provide supplemental educational services to their children in accordance with the provisions of the NCLB Act; and

WHEREAS, the LEA and the provider have agreed that, with the assistance of the parent/guardian of each eligible student, they will set specific achievement goals and services for meeting said goals for each student, as well as the manner in which progress is to be measured and reported and the timetable for achieving the said goals;

WHEREAS, the agreement will terminate immediately upon the providers removal from the NYSED list of approved SES providers. The staff responsible for the delivery of the instructional program will be under the general supervision of a New York State Certified Teacher. For students choosing in-home access to the online tutorial, a schedule will be discussed with parent/guardian and in accordance with the LEA

guidelines. For Students attending the after school program dates, times, and location will be set prior to the beginning of the program and may change if needed by the LEA. The program will be one hour, two days a week in the Intermediate/Junior High School Building. Access to our online curriculum is available 24 hours a day, 7 days a week, regardless of the program chosen.

NOW THEREFORE, in consideration of the foregoing recitals and intending to be legally bound hereby, the provider and the LEA agree to the following;

Statement of Services: The LEA, the provider and the parent/guardian of eligible students who have chosen the provider, shall develop an Individual Student Learning Plan (SLP) setting forth the specific achievement goals, the services to be provided to meet those goals, the manner in which progress is to be measured and reported and the timetable for achieving the state goals. Provider shall initiate services within 30 days of receiving the students' name from the LEA. The final date for services under this contract will be June 24, 2012.

Goals and Services: Provider shall provide services as determined by the LEA, the provider and each student's parent/guardian as stated in the Student Learning Plan.

Monitoring and Reporting: Provider shall monitor each student's progress utilizing the method of measuring his or her success as set forth above and shall report progress of the student toward meeting the specific achievement goals directly to the student's parent/guardian, the child's primary teacher by both informal and formal measures. Progress shall be reported at least every six weeks in writing to parent & LEA. Provider will submit a final report to the LEA by August 30, 2012. This report will

include pre-test and post-test scores for each student served, whether the student successfully accomplished the goals set forth in the Student Learning Plan, and the total number of hours completed by each student.

Payment (PPA): LEA shall compensate provider for tutoring services at a cost **not to exceed \$ 1,138 per student** per federal fiscal year invoiced at \$50 per hour. Provider shall submit a written invoice with documentation of service hours provided to students. LEA will not be responsible for payment for sessions that students did not attend. The LEA shall pay for services provided within 45 days of receiving invoice.

Confidentiality: Provider shall not disclose to the public the identity of any student eligible for, or receiving, supplemental educational services under the NCLB Act without the written permission of the parent/guardian of such a student (or the student him/herself in the event the student has reached the age of majority.)

Term: The provider shall continue to provide services according to each student's SLP, unless earlier terminated in accordance herewith, until the end of the term during which the services are first provided under this contract.

Assurances: The provider shall:

1. Assume full responsibility for any damages caused by this negligence or that of its employees or agents;
2. Assume full responsibility for all payroll related items, properly account for and file any necessary returns and forms required thereof;
3. Assume full responsibility for injuries occurring to its employees while in the course of employment, and protect itself against liability therefore by means of Worker's Compensation insurance or otherwise as it sees fit;
4. Assure all appropriate background checks have been completed for all employees with direct contact with students; and

5. Comply with all laws, federal and state, which may regulate the performance of this agreement, and keep records showing such compliance, and furnish proof of such compliance as may be rightfully demanded for audit or other legitimate need.

Termination: In the event that provider fails to meet the obligations set forth hereunder, the LEA may terminate this agreement at any time. Provider has the right to terminate services to an individual student based on guidelines set forth and agreed upon in Provider/Parent Agreements.

Indemnity. Provider agrees to hold harmless and indemnify the LEA, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of the religious performance of service by Provider, hereunder. This section does not require Provider to be responsible for or defend against claims or damages arising solely from acts or omissions of the LEA, its officer or employees.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names to be signed on duplicated originals.

Dated this _____ of _____, 2012,

HOMER CENTRAL SCHOOL DISTRICT
HOMER, NY

By _____

Its _____

Dated this _____ of _____, 2012.

Academia.net, Inc.
1703 Cope Ave, Suite C
Maplewood, MN 55109

By _____

Its President _____