

**Supplemental Educational Services Conference**  
**U. S. Department of Education**  
**Council of Chief State School Officers**  
**March 29, 2005**  
**No Child Left Behind (NCLB)**  
**Supplemental Educational Services (SES)**

The No Child Left Behind Act of 2001 (NCLB) was signed into law on January 8, 2002, by President Bush. This new law represents his education reform plan and contains the most sweeping changes to the Elementary and Secondary Education Act (ESEA) since it was enacted in 1965. The act contains the president's four basic education reform principles: stronger accountability results, increased flexibility and local control, expanded options for parents, and an emphasis on teaching methods that have been proven to work.

Within the category of "expanded options for parents," the supplemental Educational Services (SES) program is mandated. Low-income parents with children in a Title I school that is in Year 2 School Improvement or higher who do not opt for transfer to a higher performing school will be able to request Supplemental Educational Services. The school district is responsible for funding these services, which must be provided outside the normal school day, and in doing so may choose to use a portion of its Title I, Part A funds. Title I, Part A is intended to help ensure that all children have the opportunity to obtain a high-quality education and reach proficiency on challenging state academic standards and assessments.

Under the terms of NCL B school districts are required to spend an amount equal to 20 percent of their Title I Part A funds for parental choice options, including Supplemental Educational Services and transportation for students who exercise their public school choice option, unless a lesser amount is needed to meet all requests.

Supplemental Educational Services may be arranged after school, on weekends, or during the summer, and will include tutoring and remedial services.

## **Responsibilities of the Utah State Office of Education**

The Utah State Office of Education (USOE) is responsible for identifying schools for which Supplemental Educational Services (SES) are required.

USOE is responsible for developing and applying objective criteria to potential providers that are based on a demonstrated record of effectiveness in increasing academic proficiency.

USOE is responsible for maintaining a list of approved providers across the state, by school district, from which parents may select providers.

USOE is responsible for monitoring the quality and effectiveness of the services offered by approved providers.

USOE ensures that the public identity of any student who is eligible for or who receives services is not disclosed without the written permission of the parents of the students.

## **Responsibilities of the Local Educational Agency**

The Local Educational Agency (LEA) must use the identification of the schools whose students will qualify for Supplemental Educational Services and inform the administration of the school.

The LEA must coordinate with the school to formulate procedures and processes for provider meetings, parent education, provider reporting, goal-setting sessions, and other components of the program.

The LEA/School will give parents notification of the services that are available to their child(ren). This notification is completed annually and must include the following:

- The availability of the Supplemental Educational Services; and
- A list of approved providers whose services are available.

The LEA must set budget and priority categories for students who qualify for and choose to receive the services. An amount equal to twenty percent of the Title I, Part A funds is the maximum required by NCLB for payment of SES provider services and choice transportation, combined, based upon demand.

The LEA contracts with the providers for district facility use dependent upon LEA /school policy.

The LEA disburses payments to the providers upon receipt of the required participation documentation

The LEA defines and implements its evaluation of program effectiveness by monitoring the program and the progress of the students.

The LEA ensures that the public identity of any student who is eligible for or who receives services is not disclosed without the written permission of the parents of the student.

## **Responsibilities of the School**

The school convenes an instructional team to analyze disaggregated school data for eligible students, by subject area (reading, math and language arts) and grade level to identify subgroups that are lowest performing and / or to identify the groups that could be tutored for maximum impact. For example, if 4<sup>th</sup> grade CRT scores are adversely affecting the school performance classification, review 3<sup>rd</sup> and 4<sup>th</sup> grade math scores for eligible students and estimate the number of students by subject area for first priority consideration for supplemental services. The district will serve the highest priority needs as described in this item until the funds are expended.

The school coordinates with the LEA to formulate procedures and processes for provider meetings, parent education, provider reporting, goal-setting session, and other components of the program.

The LEA/ school will give parents notification of the services that are available to their child(ren). The LEA/school will set timelines and deadlines for parents to respond in writing whether they do or do not want Supplemental Educational Services for their child(ren). This notification is completed annually and must include the following:

- The availability of the Supplemental Educational Services; and
- A list of approved providers whose services are available.

The school determines which teacher/staff members will meet with parents and providers to set up learning goals and sign for the school on the individual Learning Plan and summary report.

The school ensures that the public identity of any student who is eligible for or who receives services is not disclosed without the written permission of the parents of the student.

## **Responsibilities of the Supplemental Educational Services Provider**

Providers must be approved by the Utah State Office of Education to provide Supplemental Educational Services. Providers must have:

- Demonstrated effectiveness in improving academic achievement of children;
- Documentation that the instructional practices used by the provider are of high quality, are based on appropriate research, and include the Utah State Core Curriculum;
- Evidence that the provider is financially sound; and
- A plan for instruction in the areas of reading, language arts, and/or math built upon initial assessment/ academic evaluation of each student's skills in one or more of these subjects. Reassessment must also occur.

Providers must enter into a contract with the Local Educational Agency (LEA) that includes the following:

- Provider will provide services on a regular basis for the duration of the contract and submit attendance and tracking data in a timely manner to the district;
- Provider will follow the Individual Learning Plan as signed by the parent, provider, and school representative;
- Provider will align services with any current school Individual Education Plan with parent release of information;
- Provider will report to parents and teacher(s) at regular intervals as specified in the ILP and the contract;
- Provider will complete assessments to determine objective completion;
- Provider will be responsible for retaining qualified staff who are also cleared through a criminal background check;
- Provider will present information to parents in a language that they can understand;
- Provider will utilize curriculum and other components of design as submitted to the state as effective (in other words, providers cannot change the curriculum /program design from that which was approved);

- The Provider ensures that the public identity of any student who is eligible for or who receives services is not disclosed without the written permission of the parents of the student.

## **EXPECTATIONS OF THE PARENTS OF STUDENTS WHO PARTICIPATE IN SUPPLEMENTAL EDUCATIONAL SERVICES**

Parents will return the Provider Selection Form to begin the services process for their child.

Parents will meet with the provider and the school representative to write and sign the Individualized Learning Plan.

Parents will ensure that their child receives the services by monitoring their child's attendance and progress.

Parents will communicate regularly with the providers, especially to notify the provider in advance if the child is going to be absent.

Parents will inform the provider and the school if their child no longer intends to participate

Parents will meet with the provider and the school representative to receive information and sign the Summary Report at the end of the program.

Appendix A

## Memo to Principals

To:

From:

RE:

Date:

All schools identified by the Utah State Office of Education as being in Year 2 School Improvement or higher must notify parents of eligible children, who have not opted to transfer, of the Supplemental Educational Services that are available for their Children. You may use the attached letter for a guide for your official notification to parents.

The school district is obligated to provide a list of state-approved SES Providers to parents, and parents must be given an opportunity to choose a provider from the approved list. Send the provider's packet to all parents by **(date)**.

All requests by the parents for Supplemental Educational Services must be returned to your school by **(date)**. Please return these requests to Sally McFarland at the district office no later than **(date)**.

If you need additional information, please contact Rich Moore or Sally McFarland at the District office with your questions.

## REFERRAL FOR SUPPLEMENTAL EDUCATIONAL SERVICES

Name of Student \_\_\_\_\_

Date of Referral \_\_\_\_\_ Date of Birth \_\_\_\_\_ Grade \_\_\_\_\_

### Reason for Referral:

#### Reading

- \_\_\_ Context Clues
- \_\_\_ Word Structure
- \_\_\_ Word Patterns
- \_\_\_ Vocabulary
- \_\_\_ Main Idea and Details
- \_\_\_ Comprehension
- \_\_\_ CRT
- \_\_\_ CBA

#### Language Arts

- \_\_\_ Editing
- \_\_\_ Capitalization
- \_\_\_ Punctuation
- \_\_\_ Spelling
- \_\_\_ Sentence Structure
- \_\_\_ Meaning
- \_\_\_ CRT
- \_\_\_ CBA

#### Mathematics

- \_\_\_ Patterns, Algebraic thinking
- \_\_\_ Data Analysis, Prediction
- \_\_\_ Measurement
- \_\_\_ Geometric Concepts
- \_\_\_ Number Sense
- \_\_\_ CRT
- \_\_\_ CBA

### Contact information for Source of Referral:

Name: \_\_\_\_\_

Relationship to Student: (Parent, Teacher, other) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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### Telephone Numbers:

Day Time: \_\_\_\_\_

Evening: \_\_\_\_\_

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Office Use:



Date of Response: \_\_\_\_\_  
Service Provider Responding: \_\_\_\_\_

Appendix C

(Parent Letter)  
(District Letter Head)  
(Date)

Dear Parent/Guardian:

This letter is to notify you that your child is eligible for free Supplemental Educational Services this academic year. These services will be provided before school, after school, or during the summer. The services will be in addition to the instruction that your child receives during the school year.

You can choose a tutoring program available from the Utah State Department of Education's list of Approved SES Providers. This list can be provided to you at the school or online at [www.usoe.k12.ut.us](http://www.usoe.k12.ut.us)> The goal is to help your child increase academic achievement in reading, language arts, and / or mathematics.

This notification letter is being sent to you in accordance with the No Child Left Behind Act of 2001. Students are eligible for this program based on family income and attendance at a school that is identified as being in School Improvement.

The SES providers have agreed to provide services that are consistent with the instructional program of the District and State. They have also agreed to provide you and your child's teacher(s) information on the progress of your student.

If you are interested in accessing these services please complete the attached from and return it to (school name, address) by (date). Call (phone number) if you need additional information or have questions.

Sincerely,

Appendix D

### Contractual Services Agreement

This Agreement, made and entered into at \_\_\_\_\_ School this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, b y and between the Ogden City School District, hereafter referred to as the “District,” and \_\_\_\_\_ (Providers Name), hereafter referred to as the “provider.”

WITNESSETH:

WHEREAS, the Provider is approved as determined by the Utah State Office of Education to perform these services for students,  
NOW, THEREFORE, for the consideration hereinafter named, the parties agree as follows:

1. The Provider will perform the professional services described in the attached scope of work, specification, and / or proposal dated \_\_\_\_\_, and attached hereto and made a part of this agreement as Attachments A, B, and C.
2. The Provider shall perform these services described on Attachments A, B, and C, according to the schedule indicated therein.
3. The price and consideration for which this agreement is made shall be in the amount of \$ \_\_\_\_\_, or \$ \_\_\_\_\_ per student who is provided Supplemental Educational Services.

4. The District's representative for purposes of administration of this agreement shall be \_\_\_\_\_, whose position is \_\_\_\_\_.
5. The Provider acknowledges that its relationship to the District is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.
6. The Provider acknowledges and agrees that the responsibility for payment of taxes, employees' salaries/contracts, or other expenses of the Provider shall be said Provider's obligation.
7. The Provider shall not assign any interest in this agreement and shall not transfer any interest by assignment.
8. The Provider agrees to make available upon request, during normal working hours at the Ogden City Schools, to the District auditors, and/or the Utah Department of Education, Records and documents relating to the conduct of this agreement.
9. The Provider shall indemnify and hold harmless the District and its representatives against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of any negligent act or omission, operation or work of the Provider, its agents or employees while engaged upon or in connection with the services required or performed by the provider hereunder.
10. To the extent allowed by the law, the District shall indemnify and hold harmless the Provider against any and all claims, demands, suits, and judgments of sums of money to any Party for loss of life, injury, or negligent act or omission, operation or work of the District, its agents or employees while engaged upon or in connection with the services required or performed by the District hereunder.
11. The Provider agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and the Americans with Disabilities Act of 1990. The Provider agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, gender, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider or failure to comply

with these statutory obligations when applicable shall be grounds for termination this contract.

- 12.No travel expenses will be reimbursed to the provider.
- 13.The District reserves the right to cancel this agreement upon a thirty (30) day written notice should funds no longer be available due to budget reductions imposed by the federal government, if Utah Office of Education revokes approval of the SES provider, or if the District determines that the Provider is unable to meet the specified goals and timetables.
- 14.The District reserves the right to cancel this agreement upon a thirty (30) day written notice if the determination is made by the District that the Provider disclosed to the public the identity of any student who is eligible for, or receiving SES, without the written permission of the parents/legal guardian of the student.
- 15.The District may cancel this agreement due to non-performance of work described in attachments B and C, upon giving seven (7) days' written notice.
- 16.All records, reports, documents, and other material delivered to or transmitted to the District, its agent, or the Utah State Office of Education by the Provider shall remain the property of the District.
- 17.This agreement shall be effective on the day and the date first above written and shall expire on \_\_\_\_\_, unless cancelled as provided herein.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

Ogden City Schools

By: \_\_\_\_\_

Title: \_\_\_\_\_

Provider: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Appendix E

## **General Vendor Information Ogden City Schools**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone number: (\_\_\_\_\_) \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

If the vendor is a company, print the name and title of the person authorized to sign contract: \_\_\_\_\_

TIME PERIOD: Start Date: \_\_\_\_\_

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

PAYMENT AMOUNTS: \_\_\_\_\_

### **PAYMENT TERMS:**

Payment shall be completed on a monthly basis. The payment will be calculated by dividing the total amount for the students(s) whom the Provider is servicing by the number of months in the contract. Payment shall be due by the 1<sup>st</sup> of the month following the progress reporting to the district for each student on the 1<sup>st</sup> of the month prior.

If a student has a partial month in the contract, the amount will be prorated for the partial month. If a student is absent and no services are provided, the district may deny payment for that time.

Source of funds: Title I Part A

School receiving services: \_\_\_\_\_

I certify that the above taxpayer identification number is true and correct.

\_\_\_\_\_  
Signature of Provider

\_\_\_\_\_  
Title

Appendix F

## **SCOPE OF SERVICES**

### **STATEMENT OF WORK:**

The Provider will meet with parents and district to develop statements of specific achievement goals for each student who will receive services from the Provider through the Supplemental Educational Services program.

The Provider will provide Supplemental Educational Services on a regular basis for the duration of the contractual period.

The Provider will follow the Individual Learning Plan as developed with parents and district personnel. The Provider will measure student progress using pre and post testing which is consistent with state content standards and objectives set in the Individual Learning Plan documents.

An objective will not be considered “met” until at least 80% mastery rate is demonstrated by the student on the curriculum block assessment or other approved assessment. All objectives for a goal must be met for the goal to be met.

The Provider will provide services that are aligned with the student’s Individual Education Plan in the case of special population students. The Provider will provide services that will allow the timetable written in the Individual Learning Plan to be met.

The Provider will provide Progress Reports to parents and teachers/schools on a monthly basis. The parent’s copy of the report will be mailed to the parents by the end of each month. The Provider will send one copy of the

Progress Report and the student's sign in sheet as documentation to the district representative so that Provider contract payment can be made. If parents or teachers desire more frequent reporting to them, the Provider may agree to provide additional reports as a part of the Individual Learning Plan.

#### KEY PERSONNEL:

The Provider will employ individuals in keeping with the non-discrimination clause of the contract.

The individuals who will serve the students for Supplemental Educational Services must meet all of the criteria for the district's volunteers in the schools, including a criminal background check. The cost of the background check will be at the expense of the Provider or the individual, not of the District.

## **Monitoring Plan**

### **GOALS AND OBJECTIVES:**

The goal of this program is the demonstration of increased student achievement. The Provider will use strategies consistent with objectives as written in the Individual Learning Plan and will use assessments to verify Student achievement.

The monthly student progress reports, curriculum block assessments, summary report, and state assessments will be used to determine the effectiveness of the Provider in increasing student achievement.

The Individual Learning Plan and the Final Summary report will be signed by the parent, the school representative, and the Provider so that consultation is evident.

### **DELIVERY OR PERFORMANCE SCHEDULE:**

The Provider will determine with the school and the parent the time requirement for meeting the goals within the budget of the district as determined in the No Child Left Behind Act of 2001.

### **PLAN FOR PERFORMANCE MEASUREMENT:**

The Provider will complete assessments to determine objective completion. Reporting to parents and schools will include the results of assessments with strengths and weaknesses being stressed.

### **CONTRACT MONITORING PLAN:**



The District representative will provide monitoring duties as monthly and final reports are submitted from the Provider. Other functions of the program can be monitored by the school/district, or USOE representative.

Appendix H

## Supplemental Educational Services Provider Selection Form

\_\_\_\_\_

Student's Name

\_\_\_\_\_

Grade

\_\_\_\_\_

School

\_\_\_\_\_

Academic year

Check that which Applies:

**WILL PARTICIPATE**

--My son/daughter WILL participate in the Supplemental Educational Services program as it is described in No Child Left Behind.)

I am selecting the state-approved provider from the list provided to me.

I select \_\_\_\_\_ (first choice)  
(State-approved provider's name)

I select \_\_\_\_\_ (second choice)  
(State-approved Provider's name)

I understand that the provider will regularly inform me and the student's teacher(s) of the student's progress.

I understand that if funds are insufficient to cover the supplemental educational services for all of the students who choose to participate, participation will be based on prioritized academic need as defined by the district.

**WILL NOT PARTICIPATE**

-- My Son/daughter WILL NOT participate this academic year in the Supplemental Educational Services program as it is described in the No Child Left Behind Act of 2001

\_\_\_\_\_

Signature of Parent or Guardian

Date

\_\_\_\_\_  
Print Name of Parent or Guardian

\_\_\_\_\_  
Date

**OFFICE USE ONLY:**

Approved provider 1 \_\_\_\_\_

Approved provider 2 \_\_\_\_\_

SPED \_\_\_\_\_

ELL \_\_\_\_\_

\_\_\_\_\_  
School official

\_\_\_\_\_  
Date