

MIDDLETOWN TOWNSHIP PUBLIC SCHOOLS

59 Tindall Road
Middletown, NJ 07748

Contractual Services Agreement

THIS AGREEMENT, made and entered into at Middletown Township Board of Education Administrative Offices this 28th day of October, 2009, by and between the School Board of Middletown Township, hereafter referred to as the "Board," and Sylvan Learning Center, hereafter referred to as the "Provider."

WHEREAS, the Board requires certain professional services to assist in accomplishing the supplemental educational instructional mandates of No Child Left Behind, and

WHEREAS, the Provider is qualified as determined by the New Jersey Department 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, specifications, and/or proposal dated December 1, 2009, and attached hereto and made a part of this agreement as Attachments A and B.
2. The Provider shall perform these services described on Attachments A and B, according to the schedule indicated therein.
3. The price and consideration for which this agreement is made shall be in the amount of \$799.00 per student (*20 sessions per student, consisting of a minimum of 1 hour per session*) who is provided Supplemental Educational Services.
4. The Board's representative for purposes of administration of this agreement shall be, whose position is Principal for Transition of Instruction/ESEA & Testing Coordinator.

5. The Provider acknowledges that its relationship to the Board 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 or novation.
8. The Provider agrees to make available upon request, during normal working hours at **59 Tindall Road, Middletown, NJ 07748** , to the Board, and the New Jersey Department of Education, records and documents relating to the conduct of this agreement.
9. The Provider shall indemnify and hold harmless the Board 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.

To the extent allowed by the law, the Board 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 damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Board, its agents or employees while engaged upon or in connection with the services required or performed by the Board hereunder.

10. 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 of this contract.

11. No travel expenses will be reimbursed to the Provider.
12. This agreement may be amended or extended by mutual written consent of the parties.
13. The Board 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 the New Jersey Department of Education revokes approval of the Supplemental Educational Services Provider, or if the Board determines that the Provider is unable to meet the specified goals and timetables.
14. The Board reserves the right to cancel this agreement upon a thirty (30) day written notice if the determination is made by the Board that the Provider disclosed to the public the identity of any student who is eligible for, or receiving educational services, without the written permission of the parents/legal guardians of the student.
15. The Board may cancel this agreement due to non-performance of work described in Attachments A and B, upon giving seven (7) days' written notice.
16. Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 and 1526.
17. All records, reports, documents, and other material delivered to or transmitted to the Board, its agent, or the New Jersey Department of Education by the Provider shall remain the property of the Board/State.

SCOPE OF SERVICES

1. Statement of Work:

- The Provider will meet with parents and district personnel to develop statements of specific achievement goals for the 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 (*20 sessions per student, consisting of a minimum of 1 hour per session*) 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 core content standards and the objectives set in the Individual Learning Plan documents. An objective will not be considered “met” until at least an 80% mastery rate is demonstrated by the student. 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 Educational Plan in the case of special education 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. If parents or teachers desire more frequent reporting to them, the Provider will provide additional reports as a part of the Individual Learning Plan. The parent’s copy of the report will be mailed to the parents by the 30th of each month of the contract. The school’s copy can be mailed or hand-delivered by the 30th of each month. (In the event that the 30th of the month falls on a weekend or holiday, the prior workday will be the report day.) The Provider will mail one copy of the Progress Report, the student’s sign-in sheet, and an invoice as documentation to the district representative. Upon receipt of the invoice, the district representative will email a District attendance report that Provider will complete and return to the district representative. Upon receipt, review, and approval of the district attendance report, contract payment will be calculated by multiplying the number of hours of services for each student by \$39.95 per hour. If a student is absent and no services are provided, the district will deny payment for that time.

2. 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 employees: certified in the content area, experience working with diverse student populations, e.g. limited English proficient, students with disabilities, particularly Title I students, and a criminal background check must be completed. The cost of the background check will be the expense of the Provider or the individual, not of the Board.

SCHOOL BOARD OF Middletown Township

GENERAL CONTRACTOR INFORMATION

CONTRACTOR: Sylvan Learning Center

1387 Highway 35

Middletown, New Jersey 07748

Telephone: (732) 615-2227

Taxpayer Identification Number: 27-0767953

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

TIME PERIOD: Start Date: 12/1/2009 Completion Date: 8/30/2010

PAYMENT AMOUNT: \$799 per student, 20 sessions per student, consisting of a minimum of 1 hour per session

PAYMENT TERMS:

Payment shall be completed on a monthly basis provided that the District representative receives all documentation in a timely and acceptable manner. The Provider will mail one copy of the Progress Report, the student's sign-in sheet, and an invoice as documentation to the district representative. Upon receipt of the invoice and other aforementioned documents, the District representative will email a District attendance report that Provider will complete and return to the District representative. Upon receipt, review, and approval of the District attendance report, contract payment will be calculated by multiplying the number of hours of services for each student by \$39.95 per hour. If a student is absent and no services are provided, the district will deny payment for that time.

SOURCE OF FUNDS: NCLB FY10: Title I

SCHOOLS RECEIVING SERVICES: Thorne & Bayshore Middle Schools

BOARD REPRESENTATIVE: _____

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

[Signature]
(Signature of Provider) Title

Center Director

10/28/09
Date

18. This agreement shall be effective on the day and the date first above written and shall expire on August 31, 2010, unless extended or canceled as provided herein.

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

WITNESS, Middletown Township Board of Education

Karen L. Bilbao, Superintendent

Date

William J. Doering, Business Administrator

Date

Sylvan Learning Center of Middletown

Mita Lakhami / Center Director
Provider's Name/Title

10/28/09
Date