

**North Dakota Department of Public Instruction  
 Dr. Wayne G. Sanstead, State Superintendent  
 600 E. Boulevard Avenue, Dept. 201  
 Bismarck, ND 58505-0440**

**Template  
 Supplemental Educational Services Agreement**

This contract is made between \_\_\_\_\_ (District) and \_\_\_\_\_ (Provider) and designates their respective responsibilities for the provision of Supplemental Educational Services to eligible students pursuant to the *No Child Left Behind Act* (NCLB).

**School District and Provider Information**

School District	Contact Person		Telephone ( )
School District Address	City	State	Zip Code
Provider	Contact		Telephone ( )
Provider Address	City	State	Zip Code

**A. Achievement Goals**

The provider agrees that specific achievement goals will be generated for each student served based upon their specific educational needs, developed in consultation with the student's parents:

- Agree
- Disagree

**B. Services**

The services that will be given to the students by the provider are based on his/her needs and align with the content and instruction already provided by the school-district. The form of instructional delivery is:

- One-to-one tutoring services, tailored to the student's learning needs.
- Small group instruction, tailored to the student's learning needs.
- Online services, tailored to the student's learning needs.

**C. Assessment**

Describe the assessment that will be used to measure the student's performance in relationship to his/her stated achievement goals.	
Pre-Test Assessment Tool	
Post-Test Assessment Tool	
Ongoing Assessment Tool	
Ongoing Assessment Frequency	

**D. Student Progress Reports**

Describe how the student's parents and designated school district staff will be informed of the student's progress.
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**E. Timetable**

Outline the timetable for improving the student's achievement. In case of a student with disabilities, the timetable will be consistent with the student's individualized education program (IEP) under Section 614(d) of the Individuals with Disabilities Education Act.	
Services will be provided _____ hours per week _____ days per week _____ weeks	For a total of _____ hours of service

**F. Students with Disabilities**

If any student has a disability or disabilities, as defined under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C 1400 or is covered under Section 504 of the Rehabilitation Act of 1973, (Section 504) 29 U.S.C. 794, the provider agrees to the following description of how it will provide supplemental services to students consistent with the student's appropriate plan.
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### G. LEP Students

If any student has limited English proficiency, the provider agrees to the following description of how it will provide supplemental services to the students consistent with their language needs and abilities, including language assistance, if appropriate.

### H. Payment to the Provider

The school district agrees to pay the provider the amount indicated per child, for each session, up to a maximum payment of what is allowable by law.

Rate of Session	Session Length in Minutes	No. of Weekly Sessions	Total No. of Sessions	Total Cost (Rate x Total Sessions)

### I. Location of Services

Services will be held at \_\_\_\_\_ and the provider will be responsible for the supervision and safety of the students.  
(location)

### J. Transportation

Transportation will be required:  Yes  No.

If yes, the transportation will be arranged for and paid by (please select one): (Districts are not required to pay transportation costs under NCLB.)  
 Provider  District  Parent

### K. Assurances Agreed to by the Provider

The provider agrees to the following:

- No disclosure will be made to the public of the identity of any student eligible for receiving services without the written permission of the student's parents.
- Supplemental educational services will be provided consistent with applicable health, safety, and civil right laws.
- The provider will maintain financial soundness.
- The provider will maintain records of each student's attendance and dates and will service of submit this information with each billing for payment.
- The provider agrees to complete criminal background checks on their employees before they engage in any work with SES students and also agrees to submit the background checks to the district for approval prior to employees being permitted to work students.
- Instruction provided will be secular, neutral, and non-ideological.

### L. Termination Provisions

This agreement may be terminated for the following reasons:

- A student misses more than \_\_\_\_ session(s), without an excuse as determined by the school district.
- The provider fails to comply with the above assurances.
- A parent and the provider mutually agree that the services aren't meeting the needs of the student.
- In the event of termination prior to the time period stated above, payments shall be prorated and made only for services provided.
- Other: \_\_\_\_\_

### M. Amendments

- This agreement shall not be altered, amended, modified, or supplemented except in a written document approved by the district and provider.
- This agreement, with attachments, constitutes the entire agreement of the District and Provider.

### N. Certification

We hereby certify that we have read the supplemental educational services agreement and agree to its provisions.

Signature of School District Contact Person	Date
Signature of Provider	Date