



MAGNOLIA PUBLIC SCHOOLS

Board Of Directors

Board Agenda Item #	7c
Date:	08.13.2015
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Michelle Hurst-Crumpton, CAO
RE:	Supplemental Educational Services (SES)

Proposed Board Recommendation

I move that the board approve the contracts for the California Department of Education approved Supplemental Education Services vendors that include Total Education Solutions, 21st Century Staffing and Youth Policy Institute.

Background

Federal law requires that schools receiving Title I funding that were in program improvement status for two years or more during the last testing period (2013-14) spend 20 percent of their Title I funding on individual student tutoring. Program Improvement status means that at least one demographic subgroup of students did not meet the required annual performance academic target. Back in 2013-14, MSA 1, 2, 3, 4 and 8 did not meet this target and are still required to provide these services.

The law requires the schools to use one of the vendors from the CDE website. Our schools have considered several of the vendors and have selected three that provide students with a choice of at home one on one tutoring and small group tutoring at school. All of these programs have fees set by the state through a state managed bidding system.

Budget Implications

20 percent of Title I funding is allocated for this expense. Each eligible school site expends approximately \$30,000 to \$50,000 annually for SES contracts depending upon the number of students who enroll and receive services. Contracts are made directly with schools sites and signed off by home office when amounts exceed site authority. Sample contracts are attached for reference.

Name of Staff Originator:
Suat Acar

MSA1Bell Parent Agreement
SUPPLEMENTAL EDUCATIONAL SERVICES

Student Name: _____

School: _____

As the parent/guardian of this student, I approve MSA-8 Bell contracting with the provider listed below. My signature also indicates that I understand the requirements and guidelines below.

SES Provider: Total Education Solutions

I understand that:

1. MSA-8 Bell is obligated to pay only up to the adopted per pupil rate for the 2014 school year for the services I have selected. Tutorial services will terminate on August 8, 2014.
2. Students with current IEPs will receive appropriate SES with accommodations for disabilities and the Student Learning Plans will be aligned to support IEP goals.
3. Limited English proficient students will receive appropriate SES with language assistance as needed.
4. If my student misses more than three times s/he may be dropped from the program.
5. I have attended a meeting with a representative of this provider to establish goals for my student.
6. Tutoring will be for 2-3 hours a week for 1 to 1.5 hours each session.

Parent/Guardian Signature: _____ Date: _____

This agreement will be signed during the Provider/Parent meeting before any services begin.

MSA1 Bell Acuerdo del Padre de Familia
PARA SERVICIOS DE EDUCACIÓN SUPLEMENTARIA

Nombre del estudiante _____

Escuela: _____

Como padre o tutor del estudiante antes mencionado, autorizo que MSA-8 Bell contrate a la agencia o proveedor que se indica abajo. Mi firma también indica que entiendo los requisitos y las normas que se especifican en la parte inferior.

Agencia SES: Total Education Solutions

Entiendo que:

1. MSA-8 Bell tiene la obligación de pagar solamente la tarifa por alumno adoptada para el año escolar 2014 para los servicios que he seleccionado. Los servicios de tutoría para el estudiante terminarán el 8 de agosto de 2014.
2. Los estudiantes que estén actualmente bajo un IEP recibirán el servicio apropiado SES con adaptaciones para discapacidades y los Planes de Aprendizaje para el Estudiante se incluirán para apoyar las metas del IEP.
3. Los estudiantes con un dominio limitado en el idioma inglés recibirán el servicio apropiado de SES y ayuda en el idioma cuando sea necesario.
4. Si mi hijo(a) tiene más de tres faltas de asistencia, él/ella será dado de baja del programa.
5. Yo he asistido a una junta con un representante de la agencia o proveedor para que se establezcan metas para mi estudiante.
6. Tutoría será durante 2-3 horas a la semana, por 1 a 1.5 horas cada sesión

Firma del padre, la madre o tutor: _____ Fecha: _____

Antes de iniciar los servicios, este acuerdo deberá firmarse durante la junta con la agencia y padre de familia.

21st CENTURY STAFFING LLC, DBA



11245 East 183rd # 247
Cerritos, CA 90703

Ph:(562) 773-6909 Email: lpeduarte@yahoo.com

CONTRACT OF SERVICE

For

Substitute Teacher Services

This contract is entered by and between **MAGNOLIA SCIENCE ACADEMY 2** with physical address of 17125 Victory Boulevard, Van Nuys CA 91406 herein referred to as the “School” with and 21st Century Staffing DBA **Allegiant Educational Staffing and Consulting, LLC** referred to as the independent “Contractor “ located at 11245 East 183rd # 247, Cerritos, CA 90703

1. COMMENCEMENT:

THIS CONTRACT WILL COMMENCE ON:

Beginning of School Year 2014-2015

2. DESCRIPTION OF SERVICES and corresponding fees

21st Century Staffing LLC DBA Allegiant Educational Staffing and Consulting will assign its employees to the School to provide **substitute teacher services** at the location and for the pricing described below. The pricing structure provided is intended to be between Allegiant Educational Staffing and the School. If a full day placement is requested and rendered the School will remit pay for the full day in the event the School ends the assignment before the end of the school day. Should the school request for a substitute and decided to cancel the request after the substitute reported to the school, for reason that the substitute service is not needed, the school has to pay the half day substitute compensation.

Substitute Teacher - Day to Day - \$160.00 /day for 7 hrs. or \$25.00/ hr

Half Day - \$130.00/day for 4 hrs.

Long Term – Rates are negotiable.

After School Program – Prevailing Rate

3. PAYMENT

The School will pay the amount specified in the invoice of the Contractor which will be submitted at the end of each month.

3.1 Payment of services based on the invoice will be paid in full for every billing period.

3.2 Payment will be due upon the School's receipt of Contractor's invoice.

3.3 Payments received **30 days** after the date on the invoice will be charged 10% of the balance due.

3.4 Checks should be made to Allegiant Educational Staffing and Consulting and mailed to the company address listed on contract.

4. RELATIONSHIP OF PARTIES

It is understood by the parties that Allegiant is an independent contractor and not an employee of the School. The School will not provide fringe benefits, including health insurance benefits, paid vacation or any other employee benefits for the benefit of Allegiant and its substitute teachers unless the school chose to do so.

5. CONFIDENTIALITY

Allegiant will not at any time or in any manner, either directly or indirectly use for personal benefit, divulge, disclose, or communicate in any manner any information that is proprietary of the School. Allegiant will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this agreement.

6. INJURIES

Allegiant acknowledges Allegiant's obligation to obtain appropriate insurance coverage for the benefits of Allegiant. Allegiant waves any right to recover from the School for any injuries that may be sustain while performing services under this agreement that are the results of the negligence of Allegiant except when injuries are caused by negligence of the School and purposely inflicted by school's employees, students and parents.

6. INDEMNIFICATION

6.1 The School shall indemnify, defend and hold harmless Allegiant and Allegiant's parents, subsidiaries, affiliated entities, directors, owners, agents, representatives, attorneys, insurers, employees and substitute teachers from and against

all losses, liabilities, expenses and claims for damages (including court costs and reasonable attorney's fees) which may be asserted or claimed against Allegiant as a result of any actual or alleged act, error or omission of the school or any consultant, employees and teachers including without limitation to any violation or breach of this agreement.

6.2 Allegiant shall indemnify, defend and hold harmless the School and School's parents, subsidiaries, affiliated entities, directors, owners, agents, representatives, attorneys, insurers and employees from and against all losses, liabilities, expenses and claims for damages (including court costs and reasonable attorney's fees) which may be asserted or claimed against School as a result of any actual or alleged act, error or omission of Allegiant or any consultant, substitute teachers including without limitation to any violation or breach of this agreement

7. BACKGROUND SCREENINGS

Allegiant Educational Staffing will require and ensure that its' employees and independent contractors are fingerprinted through live scanning and pass a California Department of Justice Federal and Local Criminal Background Check before being offered employment. Persons with criminal offenses that prohibit contact with minors will not be offered employment with Allegiant Educational Staffing.

Allegiant Educational Staffing will require and ensure that its' employees and independent contractors provide proof of tuberculosis (TB) screening once every two years. Persons testing positive for Tuberculosis will not be offered employment with Allegiant Educational Staffing and Consulting.

Proof of background screenings are kept on file and can be made available upon request.

8. GENERAL

Should the School opt to hire the Contractor's employees, the School is obligated to pay one-thousand and five hundred (\$1500) dollars to the Contractor for every employee hired as a finder's fee. By signing below, the Contractor certifies under the penalty of perjury that the name and address given is the Contractor's legal name, address and identification number.

Signed on this _____ day of _____ 20____

SIGNATURE _____(authorized signature on behalf of the School)

SIGNATURE _____(Contractor)

Contractor: 21st Century Staffing DBA Allegiant Educational Staffing, represented by

: Dr. Liby Eduarte , Ph. # 562-773-6909

with

21st CENTURY STAFFING LLC

11245 East 183rd # 247
Cerritos, CA 90703
Ph:(562) 773-6909 Email: lpeduarte@yahoo.com

CONTRACT OF SERVICE

For

SES (Individual Tutoring)

This contract is entered by and between **MAGNOLIA SCIENCE ACADEMY 2** with physical address of 17125 Victory Boulevard, Van Nuys CA 91406 herein referred to as the “School” and 60021st Century Staffing referred to as the independent “Contractor “ located at 11245 East 183rd Street # 247, Cerritos, CA 90703

1. COMMENCEMENT:

THIS CONTRACT WILL COMMENCE ON:

Beginning of School Year 2014-2015

2. DESCRIPTION OF SERVICES and corresponding fees

60021st Century Staffing LLC will assign its tutors to the School to provide **supplementary educational services (SES) thru individual tutoring** at the location and for the pricing described below. The pricing structure provided is intended to be between 60021st Century Staffing and the School as approved by CDE. Tutoring can be done after school from 3:30 to 7:30 in school, public libraries, or at the student’s home. Saturday tutoring can also be available depending on the parents’ request.

SES fee as approved by CDE - \$55.00/per hour per student

Subjects : English Language Arts

Mathematics

3. PAYMENT

The School will pay the amount specified in the invoice of the Contractor which will be submitted at the end of each month.

3.1 Payment of services based on the invoice will be paid in full for every billing period. **Student’s attendance signed by the teacher and the student, attested by parents’ signature should be attached to the invoice**

3.2 Payment will be due upon the School's receipt of Contractor's invoice.

3.3 Payments received **30 days** after the date on the invoice will be charged 10% of the balance due.

3.4 Checks should be made to Contractor and mailed to the company's address listed on contract.

4. RELATIONSHIP OF PARTIES

It is understood by the parties that 60021st Century Staffing is an independent contractor and not an employee of the School. The School will not provide fringe benefits, including health insurance benefits, paid vacation or any other employee benefits for the benefit of Contractor and its tutors unless the school chose to do so.

5. CONFIDENTIALITY

Contractor will not at any time or in any manner, either directly or indirectly use for personal benefit, divulge, disclose, or communicate in any manner any information that is proprietary of the School. Contractor will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this agreement.

6. INJURIES

Contractor acknowledges Allegiant's obligation to obtain appropriate insurance coverage for the benefits of Allegiant. Contractor waves any right to recover from the School for any injuries that may be sustain while performing services under this agreement that are the results of the negligence of Contractor except when injuries are caused by negligence of the School and purposely inflicted by school's employees, students and parents.

6. INDEMNIFICATION

6.1 The School shall indemnify, defend and hold harmless Contractor and Allegiant's parents, subsidiaries, affiliated entities, directors, owners, agents, representatives, attorneys, insurers, employees and substitute teachers from and against all losses, liabilities, expenses and claims for damages (including court costs and reasonable attorney's fees) which may be asserted or claimed against Contractor as a result of any actual or alleged act, error or omission of the school or any consultant, employees and teachers including without limitation to any violation or breach of this agreement.

6.2 Contractor shall indemnify, defend and hold harmless the School and School's parents, subsidiaries, affiliated entities, directors, owners, agents, representatives, attorneys, insurers and employees from and against all losses, liabilities, expenses and claims for damages (including court costs and reasonable attorney's fees) which may be asserted or claimed against School as a result of any actual or alleged act, error or omission of Contractor or any consultant, substitute teachers including without limitation to any violation or breach of this agreement

7. BACKGROUND SCREENINGS

Contractor will require and ensure that its' employees and independent contractors are fingerprinted through live scanning and pass a California Department of Justice Federal and Local Criminal Background Check before being offered employment. Persons with criminal offenses that prohibit contact with minors will not be offered employment with Contractor.

Contractor will require and ensure that its' employees and independent contractors provide proof of tuberculosis (TB) screening once every two years. Persons testing positive for Tuberculosis will not be offered employment with Contractor.

Proof of background screenings are kept on file and can be made available upon request.

8. GENERAL

Should the School opt to hire the Contractor's employees, the School is obligated to pay one-thousand and five hundred (\$1500) dollars to the Contractor for every employee hired as a finder's fee. By signing below, the Contractor certifies under the penalty of perjury that the name and address given is the Contractor's legal name, address and identification number.

Signed on this _____ day of _____ 20____

SIGNATURE _____ (authorized signature on behalf of the School)

SIGNATURE _____ (Contractor)

Contractor: 21st Century Staffing DBA ContractorEducational Staffing, represented by : Dr. Liby Eduarte , Ph. # 562-773-6909

