

**Professional Services Agreement
Between
School Board of Brevard County, Title I Project Private Schools
And
(Provider)
For Services to Participating Title 1 Private Schools**

This Agreement is made as of the _____ day of _____ 2009 by and among the School Board of Brevard County (the "District"), Participating Title I Part A Private Schools ("Schools"), and (provider name) (the "Provider").

Term

Subject to the contingencies or conditions contained herein for early termination, this agreement shall commence and end as follows:

Commence: July 1, 2009* End: June 30, 2010

*Subject to approval by the School Board of Brevard County, which date of approval shall be the actual commencement date.

Professional Services Provided by (provider name).

1) Overview

(provider name) shall provide a supplementary instruction program in reading and/or math to eligible students at (number) private schools in Brevard County, Florida. Services shall be provided during the term of this Agreement, by qualified staff utilizing the Provider's programs, systems, teaching techniques, diagnostic tests, and academic courses and materials. The (number) schools scheduled for service and the amount of service to be provided at each school are listed in Attachment A: Service Allocation.

2) Facilities and Equipment

The Provider will provide the instruction at each School in a suitable room provided by the School or in an off-site location agreed upon by the Provider, the District, and the School. The Provider will provide the consumable and non-consumable instructional materials and copying service when needed.

3) Diagnostic Testing

Unless the School has elected to use available test data for student placement,

a teacher employed by the Provider shall test each student participating in the Provider's instructional program, utilizing standard assessment instruments and a diagnostic assessment model. A Personalized Education Plan (PEP) will be generated for each student and will be used to guide instruction, along with regular input from classroom teachers.

4) Student Instruction

Students shall be placed in the instructional program as determined by the Provider and School staff based on past academic performance and standardized testing results and in consultation with the District and the Schools. A student schedule will be jointly developed by staff of the Provider and School personnel allowing for maximum instructional services as shown in Attachment A.

5) Instructors

Program Teachers assigned to provide services as set forth in this Agreement shall be employees of the Provider, who shall be hired and compensated by the Provider. These Teachers shall be trained by the Provider's staff regarding the program and methodology. Further, these Teachers shall be supported during the term of this Agreement by the Provider's management staff. In addition, every Program Teacher engaged in direct instruction must satisfy the requirements for criminal background checks as required by law and by the School Board, prior to working with students in the Program.

6) Reports

Instructional reports will be periodically delivered to the School Board as described below.

Progress Reports: During the school year the Provider shall prepare and deliver a minimum of four reports on the progress of each child enrolled in the Program. These reports are delivered to students' parents, the District and to each school principal.

By the 15th of each month, the Provider shall submit a written invoice to the District setting forth the services provided to the private school students in the preceding calendar month. Such invoice shall be submitted on the form specified by the District (see Attachment B).

The District may request additional documentation or explanation

regarding the Provider's services to School students at any time, and the Provider shall respond to such requests promptly with such additional information as the District may require. Failure to provide such additional information, or explain why it cannot be provided, within 30 days of the receipt of the District's request may be cause for termination of the agreement.

A representative of the District may observe the Provider's services to School students at any time, with or without prior notice to the Provider.

End of Year Report: The *End of Program Report* will provide a cumulative summary of the students served, the overall instructional gains of students, and the parent and school staff interactions throughout the school year. The Provider shall deliver this report to the Board contact at the end of the school year.

7) Records

Student Records for the purpose of this Agreement shall include all Provider tests, attendance records and student diagnostic summaries. The Provider shall maintain the confidentiality of all students' records in compliance with applicable federal and state laws. The Provider will hold student records for a period of five years after the period covered by this Agreement. The district reserves the right to audit and inspect all records maintained by the Provider relating to services under this Agreement.

School's Obligations

Upon acceptance of the Agreement and at times during the term of this Agreement when requested by the Provider, the School shall provide, deliver and/or designate the following:

1) Communication

The School shall assist the Provider in establishing effective communication between the School, the Provider, the parents and the teachers of the individual students.

2) Notification

The School shall inform the Provider and the District within ten days of the enrollment or withdrawal of eligible students and any other information affecting program services.

District's Obligations

Upon acceptance of this Agreement and at times during the term of the Agreement when requested by the Provider, the district shall establish a mechanism for communication between the District, the Provider, and the School.

Program Evaluation

The parties agree and understand that the overall evaluation of the success of the Provider's program is the joint responsibility of the District and the School. This evaluation will be developed and may include at the discretion of the District and the School, surveys, observations, assessments and any other criteria determined by them in consultation with the Provider. Any evaluation, favorable or unfavorable, will not affect any guarantees or payment terms of the Agreement.

Payment for Services

The District agrees to pay a fee (the "Fee") for receiving all the services, materials, and equipment described in this Agreement.

The Provider shall submit an invoice no later than the 15th day of each month for services provided during the preceding calendar month. Each invoice shall be submitted on the Provider's letterhead in the format provided by the District. A list of students served and each student's attendance record shall accompany the invoice.

Pretest results for all eligible Title I students identified will be sent to the District within 30 days of identification and post-test results will be provided at the end of the school year or within 30 days of the student's completion of the Provider's program, whichever comes first.

In consideration of the services, materials and equipment provided by the Provider as described herein, the School Board shall pay the Provider a fee (the "Fee"), based on the services provided to each private School as specified in Attachment A. Monthly invoices shall separate the instructional and administrative costs. Administrative costs, as shown on the invoice, may not exceed 10% of instructional costs.

The initial amount of the contract as shown in Attachment A shall equal the portion of each participating School's Title I allocation designated by the School for this Provider for the period of the contract. The total amount of the contract may be increased by amendment if additional Title I funds are allocated to participating Schools and the Schools request such an amendment. Such amendment shall be effective upon signature by all parties. Approval of this contract by the School Board of Brevard County shall authorize the Superintendent to sign such amendments without further School Board approval.

In no event shall the total contracted amount for instructional services exceed the Title I Part A allocation to the participating Schools.

Controlling Terms

In the event of a conflict between the provisions of the Agreement and any other proposal previously submitted to the District by the Provider regarding services to the School, the Agreement shall control.

Indemnification

The Provider shall indemnify and save harmless the District against all costs, expenses, damages, injury or loss to which the District may be subject by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default in the execution or performance of the Agreement and shall save and keep harmless the District against and from all claims and losses to it from any causes whatsoever.

Insurance

The Provider shall at all times maintain and keep in force such insurance including Professional Liability as to protect it, the District and the Schools from claims for personal injury including death, which may arise from operations under this Agreement, whether such operations be by the Provider or by anyone directly or indirectly employed by them. The Provider shall submit to the District proof of insurance upon request.

Termination for Cause

The performance of work under this agreement may be terminated by the District in whole or from time to time in part for the failure of the Provider to adequately perform its obligations herein, provided that the District has provided the Provider with written notice of the alleged breach and the Provider has failed to cure same within a fifteen-day period of receipt of the notice. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to and conditions under which the work under the Agreement is terminated, and the date that the Termination becomes effective. Upon termination of the Agreement in accordance with this section, the District is only obligated to pay for work performed and unpaid. The District shall not under any circumstance expect refunds from the Provider.

Student Records and Consent

The Provider shall maintain the confidentiality of all students' records in compliance with applicable federal and state laws. Additionally, the Provider shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of the Provider and the District for the mutual disclosure of the student's records by and between the Provider and the District.

Status Changes

The Provider shall inform the District of any and all circumstances which may impede the progress of the work or inhibit the performance of the Agreement, including but not limited to Bankruptcy, dissolution, liquidation, merger, sale of business, or assignment. The District shall inform the Provider of any and all circumstances which may impede the progress of the work or inhibit the performance of this agreement, including but not limited to decrease in funding from the state or federal funding source.

Notices

All notices required or permitted to be given under the Agreement shall be in writing and shall be deemed to have been given to the party for whom intended if (1) delivered by hand, (2) sent by fax or (3) sent by certified mail, return receipt requested. Any notice so delivered shall be deemed to have been duly given on the next succeeding business day following the day on which it was so delivered or sent.

Until changed by notice in the manner specified above, the address and telephone numbers of the parties to the Agreement for the purposes of this paragraph shall be:

District:

School Board of Brevard County
2700 Judge Fran Jamieson Way
Melbourne, FL 32940
321-631-1911
321-631-3033 FAX

Provider:

(provider’s name)

(provider’s address)
(provider’s phone number)
(provider’s fax number)

Schools:

(insert names, addresses and phone numbers of participating Schools)

Conformity with Applicable Law

In providing all services under this Agreement, the Provider shall abide by all applicable federal, state and local statutes, ordinances, rules, regulation and standards, as well as the standards and requirements imposed upon the District by federal and state agencies providing funding to the District for the purchase of the Provider’s services.

Independent Contractor

Both parties agree that the Provider is an independent contractor.

No Assignment

The Provider may not assign or subcontract any part of this Agreement without the prior written approval of the District.

Provider's Cooperation

The Provider shall actively cooperate in all matters pertaining to the proper compliance of this Agreement and shall come to the office of the Superintendent whenever required in connection with the performance of the Agreement.

Governing Law

This Agreement shall be construed by and governed under the laws of the State of Florida.

Entire Agreement

This Agreement supersedes all prior oral and written proposals and communications between the Provider and the District and between the Provider and the Schools related to the Provider's services to be delivered for the Schools. This Agreement may not be modified orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom enforcement of such modification or waiver is sought.

Waiver

No waiver or any breach of any provision of the Agreement shall operate as a waiver of such provision of the Agreement or as a waiver of subsequent or other breaches of the same or any other provision of the Agreement, nor shall any action or non-action by either party be construed as a waiver of any provisions of the Agreement or any breach thereof unless the same has been expressly declared or recognized as a waiver by such party in writing.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day first written above.

THE "DISTRICT"
SCHOOL BOARD OF BREVARD COUNTY

ATTEST:

By: _____

Title: Superintendent

Date: _____

ATTEST

The "Provider"
(provider's name)

By: _____

Title: President

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS _____ DAY OF _____, 2009 BY COUNSEL/LEGAL DISTRICT.

BY: _____

Private School Signatures:

for (school name), Title

for (school name), Title

for (school name), Title

ATTACHMENT A: Service Allocation

**BREVARD COUNTY
NON-PUBLIC TITLE I
2007 – 2008**

School	Hours of Service per Week	Annual Service Fee	Annual Admin. Fee
TOTAL			