

NJ SES Tool – SES Provider Annual Assurances

New Jersey Supplemental Educational Services 2010-11 Provider Assurances

The following assurances are required of all New Jersey SES Providers.

A. General Assurances The provider...

1. Will abide by the SES provisions of <http://www.ed.gov/print/programs/titleiparta/legislation.html> and the USDOE Supplemental Educational Services Non-Regulatory Guidance of January 14, 2009, found at: <http://www.ed.gov/policy/elsec/guid/suppsvcsguid.doc>.
2. Will comply with policies as described by the Education Industry Association Code of Professional Conduct and Business Ethics for Supplemental Educational Services Providers found at: <http://www.educationindustry.org/assets/2010-eia-code-of-ethics.pdf>.
3. Will comply with the above Industry Association Code of Professional Conduct and Business Ethics for Supplemental Educational Services Providers.
4. Will exercise reasonable judgment and take precautions to ensure that their potential biases, the boundaries of their competence, and the limitations of their expertise do not lead to or condone unjust business or educational practices.
5. Will act in the best interest of students as specified by the district and state.
6. Respects cultural, individual, and role differences, including those based on age, sex, gender identity, race, ethnicity, culture, national origin, religion, sexual orientation, disability, language and socioeconomic status.
7. Will resolve conflicts that may arise between themselves and a district, parent or other provider.
8. Will present evidence, prior to state approval, that the agency is registered with the New Jersey Department of Treasury (https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp).
9. Will submit evidence of adequate liability insurance in the minimum amount of \$1 million per occurrence. Adequate liability insurance will be maintained for the term of SES.
10. Will submit all relevant information necessary for clear review and understanding of the proposed SES program and understands that appeals to the decision of the State are limited to NCLB procedural issues only. Any procedural appeals must be submitted to the NJDOE within 60 calendar days of the date of the determination notification document.
11. Understands that contents of the application are covered under the Open Public Records Act P.L. 2001, CHAPTER 404 N.J.S. 47:1A-1 et seq. (OPRA) and are therefore, available to the public. Prior to releasing any information requested through OPRA, the NJDOE is committed to redact information allowable under the law, such as personally identifiable information, social security numbers, personal tax or bank records, and trade secrets. For specific information the OPRA Website is: <http://www.state.nj.us/grc/act.html>.
12. Will not impose additional admission criteria on eligible students.
13. Agrees to provide notification to the NJDOE if removed from the SES Approved Provider List in any other state.
14. Agrees to meet all terms and timelines of requirements, agreements and contracts with districts and the annual reporting requirements of the state.

B. Criteria for Approval The Provider...

1. Ensures that the demonstrated record of effectiveness reported to the NJDOE is accurate and true.
2. Ensures that the instruction and content of the SES program are consistent with the instruction provided, and content used by, the local educational agency and State, and are aligned with New Jersey Core Curriculum Content Standards in language arts literacy, mathematics and /or science.
3. Assures services are provided outside of the regular school day.
4. Ensures the confidentiality of students' needs and progress, and share this information only with parents/guardians and appropriate school personnel.

5. Will not disclose to the public the identity of any student who is eligible for, or receiving, supplemental educational services without the written permission of the parents/guardians of the student.
6. Agrees to uphold all applicable federal, state, and local health, safety, and civil rights laws.
7. Assures that all instruction and program content is secular, neutral, and non-ideological.
8. Assures that eligible students with disabilities and eligible students with limited English proficiency have equal access to services offered by the organization and that supplemental educational services are available in locations accessible to individuals with disabilities, to the extent required by section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.).
9. Is fiscally sound and will complete services to the eligible student.

C. Communication The Provider will...

1. Supply, at a minimum, monthly academic achievement progress reports, as well as an annual report summarizing student progress upon completion of services to parents/families, students' school district and to the State. (Reports to parents will be in a format, and to the extent practicable, in a language, or other mode of communication that the parent can access and understand.)
2. Collaborate with the school and parents/family to develop an Individual Student Learning Plan providing appropriate services for the student.
3. Make multiple and reasonable efforts to involve parents/guardians in developing the needs assessment for the student, developing a plan of services, and exchanging information on the progress of the student.
4. Not disclose to the public the identity of any student who is eligible for, or receiving, supplemental educational services without the written permission of the parents/guardians of the student.

D. Employees The Provider...

1. Assures that they have made all reasonable efforts to hire certified teachers who understand teaching methods and curriculum delivery to K-12 students. However, if provider employs instructors other than licensed teachers, provider ensures that the staff providing direct instruction to students is qualified and has at least two years of college or an associate's degree.
2. Will not hire *any* school administrator or individual that has decision-making authority or influence over a district for *any* purpose (including program/site supervision or instruction).
3. Will not permit *any* district employee to perform targeted recruitment of students/parents or staff (Targeted recruitment means exerting influence or encouragement toward one agency).
4. Will not make any assignments to any district employee that places the individual in a conflict of interest with their primary employment at the district (such as obtaining mailing lists, recruiting students/parents or instructional staff for the benefit of one agency, etc.).
5. May employ district teachers for SES instructional purposes in their district of primary employment. District teachers may not serve in an administrative capacity in their own district.
6. Will supply supervision for all SES instructors. Supervisors may not be district employees as this may cause a conflict of interest between the individual's primary and secondary employment.
7. Will strive to maintain instructional excellence by continuing to support and improve the skills of instructional employees and is committed to providing applicable professional development activities.
8. Agrees to provide to each contracting district a copy of a valid driver's license for each individual that transports students (if student transportation is supplied).

E. District Partnerships The Provider...

1. Understands that implementation of a local SES program is the sole responsibility of a school district and the provider and/or its representatives may not cause a disruption to a district's implementation of any federally required program or to the regular business of a public school district including the functions of a district central office, building administration, student instruction, student management activities such as arrival/dismissal, and parent meetings, etc.
2. Agrees to abide by all district requirements for vendors, as well as the conditions of the SES contract in compliance with NCLB Section 1116(e)(6)(A)(B).
3. Understands that contractual requirements in districts may vary. Provider agrees to abide by conditions of district contracts that are applied equitably to all like vendors.

4. Understands that if partnering with a school district on the implementation of the district's SES program the provider must obey all district requirements and must receive district approval for all participatory acts, such as distribution of materials, attendance at events, communication with students and their families.
5. Understands that a NJ SES Provider may not participate in any district SES program partnership activities at the exclusion of other providers which creates an unfair advantage over other providers. Therefore district SES partnership activities must be available to all interested SES providers.

F. Student Attendance Policies The Provider...

1. Understands that student signatures are required on attendance records on the day of attendance. No records may be signed by a provider representative nor may signatures be entered at a later date.
2. Will provide attendance records with all invoices (Invoices may only contain instructional time. Snack time, recreation, special events, etc. are not billable SES instructional time.)
3. Supply every district with accurate pre- and post- assessment data for all students.
4. Will group students in tutoring sessions by single grade or the no more than two consecutive grade spans.

G. Student Recruitment The Provider...

1. Agrees to comply with the New Jersey Department of Education's policy with regard to the use of incentives by supplemental educational services providers as described by the Education Industry Association/Code of Professional Conduct and Business Ethics for Supplemental Educational Services Providers at: http://www.educationindustry.org/EIA/files/ccLibraryFiles/Filename/000000000220/EIA%20SES%20Code_of_Standards_and_Ethics_final%20rev_1-08-08.pdf
2. Agrees not to promote their own organization at the exclusion of other competitors.
3. Understands that they may not in any way infer an exclusive partnership with a district or school.
4. Understands, if providers use a door-to-door strategy for marketing purposes, SES Providers may not infer association with any school or district, nor are they permitted to distribute materials or promote their services by using district materials. The Provider bears all responsibility for upholding state and local laws and ordinances. Neither the NJDOE nor NJ school districts support door-to-door community enrollment in any SES program.
5. Agrees to follow the procedure for registering eligible students set forth by the school district.

H. Student Supervision and Safety The Provider...

1. Assures that all individuals employed by, or otherwise associated with, the organization, including but not limited to the owner/operator, secretaries, tutor, volunteers, janitors, etc., are subject to all of the fingerprint and criminal history record check requirements as mandated pursuant to N.J.S.A. 18A-6-7.1 et seq., N.J.S.A.39-17 et seq., or N.J.S.A.18A: 6-4.13 et seq.
2. Assures compliance with the New Jersey School District Requirements for Tuberculosis Testing of SES instructors as outlined in Appendix G of this document.
3. Has in place procedures to ensure the health well-being and safety of all students in their charge. (Procedures must be provided with this application and submitted to each contracting district served.)
4. Provides or secures a healthy, safe, and clean environment in which to serve students.
5. Abides by all building use policies and will obey all safety and visitation policies of the district/school when on district property.
6. Supplies constant, reasonable, competent supervision to all students appropriate to the age of the children and the circumstances.
7. Assures that SES instructors must apply appropriate and effective classroom management techniques at all times.

I. Fidelity The Provider...

1. Assures that all information supplied in this document is true, accurate and complete in all details of the program and regarding the capacity to deliver the proposed scope of services.
2. Agrees to abide by all information in this document ensuring that program delivery remains consistent with the program and practices outlined herein for the term of approval.

3. Agrees to maintain and have available for inspection by NJDOE monitors a complete file on all personnel employed by the agency (including those hired from the district) to include proof of criminal background check, evidence of professional development and any other documentation deemed appropriate.
4. Agrees to maintain accurate records and present upon request of the NJDOE if selected for monitoring.

The undersigned hereby certifies that I am an individual authorized to act on behalf of the organization in submitting this application and assurances. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that, if any of the information contained herein is found to have been deliberately misrepresented, that may constitute grounds for denying the applicant's request for approval to be placed on the New Jersey List of Approved Supplemental Educational Services Providers or for removal from that same list. I further certify that the organization will comply with all the assurances set forth herein.

Name of Organization:
(PLEASE PRINT/TYPE)

Name of Authorized Representative:
(PLEASE PRINT/TYPE)

Signature of Authorized Representative:

Title of Authorized Representative:
(PLEASE PRINT/TYPE)

Date Signed: