

INDIANA DEPARTMENT OF EDUCATION

POLICIES AND PROCEDURES for Supplemental Educational Services



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INDIANA DEPARTMENT OF EDUCATION

POLICIES AND PROCEDURES for Supplemental Educational Services



Signature Page for SES Providers:

NAME OF PROVIDER'S ORGANIZATION

I have read the Indiana Department of Education's Policies and Procedures for Supplemental Educational Services. I agree to abide by it and understand that if I do not, I may be placed on probation, barred from providing services in a school or district, or removed from the state-approved provider list. By signing below, I certify that I have shared or will share the information enclosed in this document with anyone affiliated with my organization who is providing SES services in Indiana, including but not limited to all staff, employees, and branch/site directors, as applicable and appropriate.

Designated Agent for Provider (PRINT NAME)

Title

Signature of Designated Agent for Provider

Date

INDIANA DEPARTMENT OF EDUCATION

POLICIES AND PROCEDURES for Supplemental Educational Services



Signature Page for SES Districts:

DISTRICT NAME

I have read the Indiana Department of Education's Policies and Procedures for Supplemental Educational Services. I agree to abide by it and understand that by signing below, I certify that I have shared or will share the information enclosed in this document with any district staff member that will work with SES, as applicable and appropriate.

Title I Program Administrator's Name (PRINT NAME)

Signature of Title I Program Administrator

Date

Indiana Department of Education
Policies & Procedures for
SUPPLEMENTAL EDUCATIONAL SERVICES

NOTE: These policies and procedures may be modified or amended by IDOE. Notice of any subsequent modifications or amendments to this document will be given to SES providers, school districts, and the public.

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SUBPART A: DEFINITIONS

“Department” or “IDOE” means the Indiana Department of Education.

“District” means a local educational agency, as defined by 20 U.S.C. § 7801(26)(A). For the purposes of this document, a district is an LEA in which one or more of its schools is characterized under 20 U.S.C. § 6316(b)(5), (7), or (8). Such characterization includes Year Two of school improvement, corrective action, or restructuring. For the purposes of this document, “district” may include a charter school.

“Eligible applicant” means any public or private (non-profit or for-profit) entity that meets the Department’s criteria for approval. Such entities may include public or private schools not identified for improvement under 34 C.F.R §§200.32, 200.33, or 200.34, LEAs not identified for improvement under 34 C.F.R § 200.50(d) or (e), educational service agencies, institutions of higher education, faith-based or community-based organizations, and private businesses.

“Local educational agency” or “LEA” has the meaning set forth in 20 U.S.C. § 7801(26)(A). For the purposes of this document, LEA and district have the same meaning.

“NCLB” means the No Child Left Behind Act of 2001.

“Provider” has the meaning set forth in 20 U.S.C. § 6316(e)(12)(B) and 34 C.F.R. § 200.47(b)(1) and (2) and is an entity included on the Department’s approved provider list as defined by 20 U.S.C. § 6316(e)(4)(C). Only entities that appear on the Department’s approved list should be considered SES providers.

“School” is an elementary or secondary school as defined by 20 U.S.C. § 7801(18) and (38). For the purposes of this document, “school” means a school that is characterized under 20 U.S.C. § 6316(b)(5), (7), or (8).

“Supplemental educational services” or “SES” has the meaning set forth in 20 U.S.C. § 6316 (e)(12)(C). Supplemental educational services are additional academic instruction designed to increase the academic achievement of students in schools in need of improvement.

“USDOE” means the United States Department of Education.

SUBPART B: GENERAL PROVISIONS FOR SES PROVIDERS

Section 1.0: Purpose and Scope

The purpose of this Part is to establish general policies/procedures for supplemental educational service providers. Failure to abide by the policies and procedures detailed in this section may result in removal from the state's approved provider list (See Subpart E).

SUBPART B: GENERAL PROVISIONS

Section 2.0: Procedural Requirements and Code of Ethics

In addition to all other requirements imposed by law, all providers of SES must abide by procedural requirements and a code of ethics consisting of the following:

- a) Providers must accurately and completely describe services to consumers in terms that are easy to understand.
- b) Providers must create and use promotional materials and advertisements that are free from deception. Upon request, providers shall submit all promotional materials and advertisements related to the SES program to IDOE and the school districts in which they wish to serve, as applicable.
- c) Providers must not misrepresent to anyone the location of a provider's program or the approval status of a program. Providers must understand that placement on the state's approved provider list is not an endorsement or guarantee of services by the Indiana Department of Education or the United States Department of Education.
- d) Providers must ensure that contact information, such as contact person, telephone number, mailing address, and email address, are accurate and up to date. It is the responsibility of the provider to notify the IDOE in writing of contact information changes. Providers that maintain branch offices must ensure that local contacts are kept informed of information requests and correspondences that are received from the IDOE.

The IDOE maintains NO responsibility for any contact changes that have not been reported to it in writing. Claims that information, including but not limited to data collection and document signature requests, has not been received because of a contact information change that has not been reported to the IDOE are not acceptable.
- e) Providers must not alter the district SES enrollment form, district parent agreements, or other district forms related to SES without prior written permission from the district. Providers should contact the district if appropriateness of altering forms is in doubt or to obtain more clarification.
- f) Providers must maintain a system of addressing consumer grievances and concerns. This system should be detailed in a written document and should be provided to parents, districts, and the IDOE upon request.
- g) Providers must not compensate district employees in exchange for access to facilities, to obtain student lists, or for any illegal purpose. However, providers may hire district employees, so long as a conflict of interest, real or apparent,

would not be involved as a result of the hiring (see EDGAR Sec. 80.36(3) and G1 for more information).

Providers that employ district staff must adhere to the following:

G1) Providers may not hire district employees who are directly responsible for the administration of SES or Title I programs, such as a district SES liaison or a Title I program administrator. Again, in hiring district employees, providers should take care to avoid real or perceived conflicts of interest.

G2) District employees **cannot** promote one SES provider over another provider during district contracted services hours.

G3) Providers may hire tutors who are district employees, but district employees **MUST** follow district regulations related to student recruitment and distribution of promotional materials. This means that, like all providers, district employees cannot distribute promotional materials on school grounds or directly to parents and students on district property unless directly authorized to do so under district policies.

G4) District employees must maintain compliance with their district employment contract, which stipulates that work conducted during contracted services hours must be limited to district related services directly defined by the employment contract with the district.

G5) During contracted service hours, district employees may provide information about SES as representatives of the district, fulfilling obligations under 20 U.S.C. § 6316(e)(2). District employees may offer general information about SES tutoring services and general information about ALL providers, and may encourage students to find out more about SES *in general*. However, during district contracted services hours, a district employee **MAY NOT** promote one provider over another.

h) Providers must not offer or advertise economic incentives or gratuities of any kind to parents or students to solicit them to enroll in the provider's SES program. (See IDOE Incentive Policy, Appendix C).

i) During the provision of SES, providers may offer only incentives that are approved under the IDOE Incentive Policy to students for achievement and/or the completion of assessments and program objectives. (See IDOE Incentive Policy, Appendix C).

j) Providers must not encourage or induce students or parents to switch providers once enrolled.

- k) Providers must not attempt to influence or bias parents' completion of the Parent Survey or any other evaluation of the provider's services.
- l) When completing IDOE monitoring and evaluation documents, providers must not misrepresent data or report information that is in any way false or inaccurate.
- m) Providers must respond to all reasonable requests for information from school districts and the IDOE by pre-set deadlines. Information includes but is not limited to assurances forms, policy signature pages, and monitoring and evaluation data requested by the IDOE, and invoices or attendance sheets requested by districts. Providers that do not submit IDOE required forms by the set deadline are subject to removal from the state-approved provider list.
- n) Providers must provide supervision for SES students during the tutoring session. Providers should also ensure that students are escorted and appropriately supervised whenever students leave the tutoring space/room (i.e. to go to their locker, to take a restroom break, etc.)
- o) Providers must abide by all statements listed in the IDOE Assurances (Appendix A).
- p) Providers must submit an Application Amendment (Appendix B) for IDOE approval any time a provider intends to deviate from programming that was described in the original application. Providers are not authorized to implement changes until IDOE has sent the provider written approval for such changes.
- P1) Changes regarding any section of Part 1 of the application (refer to the 2007-2008 application online) will require the provider to submit an amendment for approval prior to the beginning of the school year;
 - P2) Changes regarding the following sections of Part 2 of the application (refer to the 2007-2008 application online) will require the provider to submit an amendment for approval prior to the beginning of the school year;
 - i) Section IV "Tutoring Program and Student Assessment" (if the change relates ONLY to a change in the assessment being used)
 - ii) Section V "Assessment of Progress and Reporting Information" (if the change relates ONLY to a change in the progress report format or progress reporting timeline)
 - iii) Section VII "Student Safety"
 - iv) Section X "Advertisement and Incentives"
 - P3) Changes regarding the following sections of Part 2 (refer to the 2007-2008 application online) will require the provider to submit a new application during IDOE's next SES Provider Application Window;
 - i) Section II "Documentation of High Quality Instructional Strategies"
 - ii) Section III "Connection to Indiana State Academic Standards and Local District Instructional Programs"

- iii) Section IV “Tutoring Program and Student Assessment” (unless the provider is only changing the assessment – see (P2)(i)
- iv) Section V “Assessment of Progress and Reporting Information” (unless the provider is only changing progress report format or progress reporting timeline - see (P2)(ii)
- v) Section VI “Qualifications of Instructional Staff”
- vi) Please note that changes to two or more sections of Part 2 of the application will require the provider to submit a new application during IDOE’s next SES Provider Application Window;
- vii) Please note that the provider will not be able to implement these types of changes until and unless the provider’s new application is approved. This means that if the provider’s application is approved, the changes would not go into affect until the following school year.
- viii) **If a provider’s new application is not approved, the provider will be removed from the state’s provider list.** The provider would be prohibited from offering services until an application has been approved. Each time the application is not approved, the provider must wait until the next application window to submit a new application. Until the provider receives notification that the application has been approved and they are on the state-approved provider list, the provider may not offer services.

P4) No changes can be made to the following sections from Part 2 of the application (refer to the 2007-2008 application online)

- i) Section I “Evidence of Effectiveness in Improving Student Academic Achievement”
- ii) Section VIII “Compliance with Federal, State, and Local Health, Safety, and Civil Rights Laws”
- iii) Section IX “Evidence That the Provider is Financially Sound”

Section 2.1: Criminal History Checks

In addition to all other requirements imposed by law, all providers of SES must abide by the criminal history check verification consisting of the following requirements:

- a) Providers must, at a minimum, complete a current and accurate criminal history check for all individuals working with children in the SES program **prior** to that individual working with SES students. In addition, to fulfilling IDOE’s requirements for background checks for all employees, providers must comply with any other policies and procedures of the districts with which they are working related to criminal history information checks.

- A1) Providers must obtain a background check for *all* tutors including but not limited to certified teachers, any school district staff, and any person that will be tutoring or directly working with SES students.
- b) The provider must obtain criminal history checks for each employee each time a new tutor is hired, and no less frequently than every three years, whichever comes first.
- B1) There are **NO EXCEPTIONS** to this policy (i.e. even if the district does not require background checks, providers must still obtain background checks in accordance with this policy to remain in compliance with IDOE's requirements).
- c) Providers themselves must obtain background checks on staff working with SES students. Providers may **not** accept background checks obtained/submitted by employees.
- d) It is the responsibility of the provider to ensure that information submitted for background checks is accurate (i.e., spelling of names, birthdates, etc.), and that background checks are thorough and completed appropriately.
- e) Each district with whom the provider has contracted has the right to determine which criminal offenses are not allowable, as per district policies and procedures related to criminal history information checks.
- f) In addition to (e), a district may refuse to contract with a provider if an employee of that provider is or has been convicted of any heinous crime against youth or any of the crimes listed below, in accordance with district policies and procedures. In addition, a person with a conviction or convictions for any crime or infraction not listed below may be barred from working with SES children (as determined by the district's policies and procedures).

Crimes include but are not limited to the following:

- F1) Murder (IC 35-42-1-1)
F2) Causing suicide (IC 35-42-1-2)
F3) Assisting suicide (IC 35-42-1-2.5)
F4) Voluntary manslaughter (IC 35-42-1-3)
F5) Reckless homicide (IC 35-42-1-5)
F6) Battery (IC 35-42-2-1), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
F7) Aggravated battery (IC 35-42-2-1.5)
F8) Kidnapping (IC 35-42-3-2)
F9) Criminal confinement (IC 35-42-3-3)
F10) A sex offense under IC 35-42-4
F11) Carjacking (IC 35-42-5-2)
F12) Arson (IC 35-43-1-1), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
F13) Incest (IC 35-46-1-3)

F14) Neglect of a dependent as a Class B felony (IC 35-46-1-4(b)(2)), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

F15) Child selling (IC 35-46-1-4(d))

F16) Contributing to the delinquency of a minor (IC 35-46-1-8), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

F17) An offense involving a weapon under IC 35-47 or IC 35-47.5, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

F18) An offense relating to controlled substances under IC 35-48-4, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

F19) An offense relating to material or a performance that is harmful to minors or obscene under IC 35-49-3, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

F20) An offense related to operating a motor vehicle while intoxicated under IC 9-30-5, unless five (5) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

F21) An offense that is substantially equivalent to any of the offenses listed in this subsection in which the judgment of conviction was entered under the law of any other jurisdiction.

F22) Any crime listed under IC 20-28-5-8

- g) If an employee is convicted of any of the crimes listed above during the course of contracted services, that employee MUST notify the SES provider, who must immediately submit an updated criminal history check to the district(s) with whom the provider has contracted.
- h) If the Department determines that a provider has knowingly allowed a person convicted of one or more of the above crimes to work with SES children, without the express permission of each of the district(s) with which that provider has contracted, that provider will be removed immediately from the state approved list.
- i) Providers should note that Federal non-regulatory guidelines allow an LEA and the IDOE the authority to cancel the contract with a provider or to remove a provider from the state approved provider list if criminal background checks are not provided for each employee or if criminal background checks are not completed prior to an employee working with SES students.

Section 2.2: Provider Selection of Districts to Serve

Before the beginning of each new school year, providers will be asked to select districts they intend to serve in the upcoming school year.

- a) Providers must complete the district selection form by the pre-set deadline in order to be placed on the SES provider list.
 - A1) Providers that fail to submit the district selection form by the deadline will be removed from the SES Provider List
- b) If parents select a provider and the provider has stated they will serve the district, the provider must serve the districts they have selected. Providers that demonstrate a pattern of refusing to serve districts that they previously selected will be removed from the state's SES Provider List. A pattern is defined as refusing to serve more than one district in a year or refusing to serve the same district(s) for two consecutive years.
 - B1) Please note that for providers with a minimum, this would only be the case if the minimum number of students enrolled – see “(c)” below).
 - B2) If a provider chooses not to serve a district it selected on the district selection form, the decision regarding whether a provider will be required to serve the district or will be allowed not to serve the district will ultimately be determined by the district. The district has the right to require a provider to serve the district if the provider previously selected the district. If the provider still refuses to serve the district, the district can remove the provider from the district's provider list for one school year.
- c) Providers have the option of setting a minimum (i.e. the lowest number of students that a provider can serve in a district) on the district selection form.
 - C1) This minimum cannot be changed once it has been completed on the district selection form.
 - C2) If the number of students that enroll with an SES provider that has set a minimum meets the provider's minimum, the provider must serve that district. The provider may be removed from the SES provider list if it refuses to work with a district that has met the minimum.

Section 2.3: Tutor Qualifications

All SES tutors are required to meet IDOE's minimum tutor qualifications:

- a) Each SES tutor must at a minimum meet Title I paraprofessional requirements as set forth in the Code of Federal Regulations (34CFR200.58(c)). Therefore each tutor must have:
 - A1) Completed at least two years of study at an institution of higher education;
 - A2) Obtained an associate's or higher degree; or
 - A3) Met a rigorous standard of quality, and can demonstrate – through a formal State or local academic assessment – knowledge of, and the ability to assist in instructing, as appropriate;

- i) Reading/language arts, writing, and mathematics; or
 - ii) Reading readiness, writing readiness, and mathematics readiness;
 - iii) A secondary school diploma or its recognized equivalent is necessary, but not sufficient, to meet the requirement described in “A3”.
- b) Providers are encouraged but not required to exceed the minimum tutor qualifications requirement.
- c) In addition to completing criminal background checks on all tutors (see Section 2.1), providers must require all tutors to submit resumes/applications and complete interviews to determine tutors’ appropriateness for positions and their qualifications before they are permitted to tutor students.

Section 2.4: Student/Tutor Ratio Guidelines

Student/tutor ratios must not exceed IDOE’s ratio guidelines for individual or small and large group instruction.

- a) The maximum ratio for individual instruction is 1:1 (i.e. one student per each tutor);
- b) The ratio range for small group instruction is 2-5:1 (i.e. two to five students per each tutor);
- c) The ratio range for large group instruction is 6-8:1 (i.e. six to eight students per each tutor).
- d) The student/tutor ratio may not exceed 1:1 (for individual instruction), 5:1 (for small group instruction), or 8:1 (for large group instruction). A tutor who meets at least the minimum requirements for tutoring set by IDOE (see Subpart B, Section 2.3) may be counted as “1 tutor” when calculating the student/tutor ratio. A tutor assistant or aide (who does not meet at least the minimum requirements described in Subpart B, Section 2.3) may be counted as “.33 of a tutor” when calculating the student/tutor ratio. A provider may not count more than one tutor aide or assistant toward its student/tutor ratio. (Example: a tutoring session has 10 students, 1 tutor, and 1 tutoring aide. The student/tutor ratio for this session would be calculated as 10 to 1:33, or 7.5 to 1. If there were two tutoring aides in the classroom, the ratio would still be 10 to 1:33, or 7.5 to 1).

NOTE: A tutor assistant or aide may **NOT** provide tutoring or instruction to students. Duties of an aide may include assistance with supervision, passing out and collecting materials, and other duties as assigned that do not include tutoring or instruction. All tutor assistants or aides must be under the direct supervision of a tutor (or site coordinator or site director) who meets Indiana’s minimum requirements for tutors (see Subpart B, Section 2.3). When submitting tutor qualification information to the IDOE as part of the on-site monitoring process (see Subpart D, section 7.0(c)(C1-C5), providers must clearly delineate roles and responsibilities of tutors (who must at least meet minimum tutor requirements) and tutor assistants or aides.

- e) Student/tutor ratios relate to the maximum number of students a tutor can provide instruction to during a tutoring session. In some cases, such as for online providers, tutors may be assigned to work with 9 or more students, however, during any given tutoring session, the student/tutor ratio cannot be exceeded (maximum of 1:1 for individual instruction, 5:1 for small group instruction, and 8:1 for large group instruction). For example, a tutor who provides instruction Mondays through Thursdays is assigned to work with 9 students. The provider's program offers small group instruction (therefore the student/tutor ratio must be 5-2:1 during tutoring sessions). To remain in compliance with the student/tutor ratio, the tutor provides instruction to 5 students on Mondays and Wednesdays, and 4 different students on Tuesdays and Thursdays. So, although the tutor works with 9 students during the course of a week, the student/tutor ratio is never exceeded during tutoring sessions.

Section 2.5: Minimum Program Duration Requirements

- a) The minimum number of hours a provider can offer a student in a school year is 30 hours of tutoring. However, providers are encouraged to exceed this minimum.

Section 2.6: Tutor Evaluations

Providers are required to complete a tutor evaluation on all SES tutors at least once prior to the end of the school year

- a) The evaluation must be completed before the end of the school year to provide ample time for tutors to make necessary improvements in areas of concern discovered during the evaluation.
- b) Unless the provider is an online provider, this evaluation should be an on-site evaluation during which the Provider owner or site director(s) observes the tutor in person.
- c) Recommended tutor evaluation focus areas include but are not limited to the;
 - C1) Tutor's student engagement abilities;
 - C2) Tutor's effective use of classroom/behavior management;
 - C3) Tutor's knowledge of student ability levels;
 - C4) Tutor's preparedness (i.e. lesson plans are ready, manipulatives and supplies are ready before lesson begins...etc.);
 - C5) Tutor's ability to remain on task and on schedule;
 - C6) Tutor's ability to effectively use lesson plans and provider's curriculum;
 - C7) Tutor's ability to create a positive learning environment for students.

Section 2.7: Subcontracting

Providers are not permitted to use subcontractors to implement their tutoring program unless they have submitted a written request for approval to IDOE and have received written permission from IDOE to do so.

- a) Some districts do not permit providers to use subcontractors to implement programs in their district. Providers must abide by each district's policies regarding subcontracting.
- b) Subcontractors are required to abide by all of the same assurances, policies and procedures, and all other requirements for SES Providers.

SUBPART C: APPLICATION PROCESS FOR SES PROVIDERS

Section 3.0: Purpose and Scope

The purpose of this Part is to establish the programmatic requirements for SES providers and the process by which IDOE approves supplemental educational service providers.

SUBPART C: APPLICATION PROCESS FOR SES PROVIDERS

Section 4.0: Programmatic Requirements (for applicants and existing providers)

Each provider's SES program shall:

- a) include an appropriate, diagnostic assessment (i.e. pre test) for use in identifying students' weaknesses and achievement gaps upon which to build an individual student plan and learning goals;
- b) use targeted instruction that is aimed at addressing the individual skill gaps revealed during the assessment and that is based upon an individual learning plan;
- c) include a post assessment (i.e. post test) linked to the diagnostic assessment (i.e. pre test) to determine whether student gains occurred and to further develop a plan for either re-teaching skills or identifying new skills for instruction;
- d) align with the Indiana Academic Standards in the areas of reading, English/Language Arts, and mathematics, and in any other subjects offered by the provider;
- e) be consistent with the academic program a student experiences in the regular school day;
- f) use instructional practices that are high-quality, research-based, and specifically designed to increase students' academic achievement;
- g) adhere to all provider responsibilities as listed in federal SES Non-Regulatory Guidance (June 13, 2005—see Appendix K).

SUBPART C: APPLICATION PROCESS FOR SES PROVIDERS

Section 5.0: Application Process

- a) All SES applications must include information including but not limited to the following:
 - A1) Evidence of the provider's effectiveness in improving student academic achievement;
 - A2) Documentation of the provider's high quality instructional strategies based on research and designed to increase student achievement;
 - A3) Demonstration of the provider's program connection to Indiana state academic standards and local district instructional programs;
 - A4) The provider's assessment of progress and reporting information;
 - A5) Qualifications of the provider's instructional staff;
 - A6) The provider's compliance with federal, state, and local health, safety, and civil rights laws;
 - A7) Evidence that the provider is financially sound;
 - A8) The provider's advertising materials and incentives.
- b) SES applications will be accepted only during the once a year application period established by IDOE (typically during the first quarter of each year).
- c) Upon receipt of an application, IDOE will conduct a preliminary review to ensure that the application is complete. Next, applications will be reviewed by at least 3 members of an external review panel, using the SES application review rubric, to determine whether the application meets IDOE and NCLB requirements. Applications that receive a score equal to or higher than the cut score will be approved and placed on the state's approved list of SES providers.
- d) IDOE will send notification of approval to applicants meeting the IDOE requirements and all other requirements of NCLB.
- e) IDOE will send notification of denial to applicants that score lower than the cut score or that do not meet either IDOE or NCLB requirements. If an application is rejected, neither the applicant nor any related organization shall be eligible to provide SES services in Indiana for the school year of the rejected application. However, the rejected applicant can re-apply during the following application period for the next school year.

- f) All application decisions are final. There is no appeal process. Although applicants can request a copy of the reviewer comments for their application, these comments will be provided strictly for informational purposes. IDOE will not negotiate reviewer comments or change scores.
- g) If a provider is removed from the state approved provider list (as described in Subpart E) during a school year, the provider and any related organization shall be ineligible to re-apply the next school year. However, the removed provider may reapply during the following school year (i.e. the second year after being removed from the provider list). For example, a provider removed from the state approved provider list during the 2005-2006 school year would be eligible to reapply during the 2007-2008 school year.

G1) This period of ineligibility shall not apply to a provider that is a public school or school district that has its eligibility restored by being removed from “improvement status” (based on AYP).

- h) Any organization or entity that has never been approved through the application process, that has been removed from the approved list, or that for any other reason is not included on the state approved provider list, **MUST NOT** misrepresent themselves or their organization as a state approved provider. Any organization or entity proven to be doing so will be barred from ever applying or reapplying to become an Indiana approved SES provider.
- i) Each year, newly approved providers and currently existing providers must submit signed Assurances forms (Appendix A) to the IDOE. Any provider, whether newly approved or current, who does not submit signed Assurances by the assigned deadline will be contacted once by certified mail prior to the deadline passing. In the certified letter, the provider that has not submitted Assurances will be reminded of the final deadline for Assurances submission. If the Assurances have not been **received** by IDOE personnel by the final deadline noted in the certified letter, the provider will be barred from offering services for the subsequent school year and will be removed from the state-approved provider list.

Section 5.1: New Application Requirements for currently approved SES Providers

- a) Currently approved providers must reapply every five years.
 - A1) Any provider first approved prior to the 2004-2005 school year will be required to reapply in 2008 for the 2008-2009 school year;
 - A2) Providers approved for the first time in the 2004-2005 school year (i.e. providers who received their first approval in the spring of 2004) must reapply in 2009 for the 2009-2010 school year;
 - A3) IDOE will notify providers of their application cycle to ensure that providers are aware of when they must reapply;
 - A4) Please note that because Indiana’s application window is typically from December through February of each year, providers will need to reapply *during* their fifth year of SES service. For example, providers approved for the 2003-

2004 school year (i.e. providers who received approval in the spring of 2003) will reapply for the 2008-2009 school year in December 2007 – February of 2008.

- b) Currently approved providers that do not serve any Indiana SES students for 2 consecutive years will be required to reapply the next school year. For example, a provider has been approved and is placed on Indiana's SES Provider List for the 2005-2006 school year. The provider does not serve any students during the 05-06 or 06-07 school year. This provider has to reapply in 2007 for the 2007-2008 school year.
- c) Beginning with the 2005-2006 Overall Evaluation, providers that receive a grade below a "B-" in any category in the Overall Evaluation (see Subpart D, section 8.0) for three consecutive years will be required to reapply the following school year. For example, a provider discovers in the fall of 2007 when Overall Evaluation reports are released that they received a third consecutive "C" (the first "C" was in 2004-2005 in service delivery, the second "C" was in 2005-2006 in academic effectiveness, and the third "C" was in 2006-2007 in customer satisfaction). This provider must reapply during the state's next application period (December 2007-February 2008) for the 2008-2009 school year.

SUBPART D: EVALUATION OF SES PROVIDERS

Section 6.0: Purpose and Scope

The purpose of this Part is to establish how IDOE will monitor and evaluate supplemental educational service providers.

SUBPART D: EVALUATION OF SES PROVIDERS

Section 7.0: On-site Monitoring

a) All providers tutoring students during a given school year will have an on-site monitoring visit conducted during each school year.

b) IDOE personnel will contact each provider and offer a one month window during which the on-site visit will occur. Within this one month period, IDOE personnel will choose a date to visit the provider. The actual date of these visits, however, will be unannounced.

B1) Online Providers will be given the same one month window for on-site monitoring visits; however, online providers will have 3 options for completing their on-site monitoring visits:

- i) Online providers can send IDOE a log-in name and password to allow IDOE to log into the online provider's program to observe tutoring sessions as they occur during the one month window provided;
- ii) Online providers can arrange to send a staff member to IDOE's office to provide IDOE an opportunity to observe tutoring sessions as they occur during the one month window provided;
- iii) Online providers can send a list of districts in which their tutoring services are provided and IDOE will work with the district to contact a family with whom to schedule an in-home monitoring visit.

c) Prior to the monitoring visit, providers will be required to:

C1) Submit a tutoring schedule for sessions that occur during the one month monitoring window;

i) Providers should note any dates in the tutoring schedule when tutoring will not be taking place due to a holiday, the schools being closed or let out early, etc.

ii) Providers are required to notify IDOE immediately regarding ANY changes in the tutoring schedule during the monitoring window (providers serving multiple locations or sites must instruct local coordinators, Site Directors and Lead Tutors to contact the provider of schedule changes so that the provider can contact IDOE immediately);

iii) Providers will lose $\frac{1}{4}$ of a letter grade on their on-site monitoring score on the Overall Evaluation Report each time IDOE attempts to complete a visit but is unable to do so because IDOE was not notified of a change in the provider's tutoring schedule.

C2) Submit a tutoring session description. The session description must be in line with the provider's original application and should include the following:

- i) Session length (2 hours, 1 hour, etc.)
- ii) Number of sessions per week
- iii) Total number of tutoring sessions offered

- iv) Description of tutor responsibilities (if a provider uses tutor assistants or tutor aides, the provider must also include a description of the assistant or aide's responsibilities)
- v) Description of session structure
 - a) Detailed list of the time spent on actual instruction by tutor, time students spend on homework (if applicable), time students spend on lesson work, time spent for snacks (if applicable), etc.
 - b) Please note that providers can only charge districts for time spent on tutoring and therefore cannot charge districts for snack or travel time.

C3) Submit the SES Provider Self-Checklist (see Subpart G, Appendix F). This Checklist should be completed by a) each Site Director and submitted to the provider owner to submit to IDOE along with all other pre-site visit documentation (see "C1-C2") or b) the provider owner and submitted to IDOE along with all other pre-site visit documentation (see "C1-C2") if the provider does not have Site Directors.

C4) Notify tutoring staff at all tutoring sites that IDOE will be completing an on-site monitoring visit.

C5) Notify tutoring staff at all tutoring sites that tutors must have the daily lesson plan and Individual Learning Plans, Individual SES agreements, or other documentation indicating the plan for a student's individual instruction available at all times. IDOE may ask to see a copy of the lesson plan or other documentation.

d) On-site monitoring will evaluate three areas. These areas include Document Analysis, Observation, and Compliance. Each area is described below (see On-site Monitoring Rubric, Appendix E):

D1) Document Analysis: Providers will be asked to submit information including but not limited to documentation of tutor qualifications; recruiting materials; academic program; student progress reports; and assessment/individual program design (see "Document Analysis" section of On-site Monitoring Rubric, Appendix E).

Evidence for Document Analysis may be submitted in two ways:

1. The provider may prepare all documentation for the on-site visit and may hand documentation to the on-site reviewer.
2. The provider may wait until the on-site visit has been completed, and within seven (7) calendar days after the site visit submit evidence to IDOE personnel (see (d) of this section).
3. Providers will lose $\frac{1}{4}$ of a letter grade on their on-site monitoring report grade each day documentation is late.

D2) Observation: The Observation will be conducted during the actual site visit. IDOE personnel will attend part of several tutoring sessions to determine whether or not components are satisfactorily completed (see “Observation” section of On-site Monitoring Rubric, Appendix E). The purpose of the IDOE observation is to ensure that the provider is operating in the same manner described in the originally submitted application (or any approved amendments).

i) Notify tutoring staff at all tutoring sites that tutors must have the daily lesson plan and Individual Learning Plans, Individual SES agreements, or other documentation indicating the plan for a student’s individual instruction available at all times. IDOE may ask to see a copy of the lesson plan or other documentation.

D3) Compliance: Providers will be asked to submit documentation that they are meeting various compliance areas, including criminal history checks, financial viability, and compliance with health and safety laws and regulations (see “Compliance” section of On-site Monitoring Rubric, Appendix E.)

Evidence for Compliance may be submitted in the same two ways as evidence for Document Analysis. In addition, providers will lose ¼ of a letter grade on their on-site monitoring report grade each day documentation is late.

e) For providers who select to submit evidence after the site visit has been completed (see (d)(D1)(2)), IDOE will send, by e-mail, a request for providers to submit Document Analysis and Compliance documentation within seven (7) calendar days of the on-site monitoring visit. Once providers have submitted all information requested, a Preliminary Site Visit Report will be issued to each provider. The provider will be given an opportunity to review the report and comment, in writing (by letter or e-mail), within seven (7) calendar days of receiving the report.

f) Comments received will be given consideration and the IDOE may revise reports after comments have been submitted; however, the IDOE will not rescind or revise information without substantiated evidence submitted by the provider. The IDOE reserves the right to make all final decisions related to the report.

g) A Final Site Visit Report will be issued within two (2) calendar months of the date upon which the site visit occurred and may be released to school districts and the public. The Final Site Visit Report will be included in each provider’s overall evaluation for the school year, which will be completed each fall prior to the beginning of the next school year (see Subpart D).

h) If a provider fails to submit information (original or revised) for any section of the Document Analysis or Compliance by the IDOE deadline, the provider will be given an Unsatisfactory mark for that section. Once the deadline for submission has passed, the provider will have no further opportunity to submit additional information, and the Unsatisfactory mark will not be revised. In some cases, failure to submit information may lead to removal from the state-approved provider list (see Subpart E).

Section 7.1: Probation based on On-site Monitoring

a) A provider may be placed on probation based on documentation submitted for the on-site monitoring report or IDOE's on-site monitoring visit. The following conditions may lead to a provider being placed on probation:

- A1) Provider is found to have violated the criminal background check policy;
- A2) A provider receives 2 or more unsatisfactory ratings or non-compliances on the on-site monitoring report in the following areas:
 - i) Tutor Qualifications;
 - ii) Academic Program;
 - iii) Assessment/Individual Program Design
 - iv) Any observation components (a score of 1-2 points on a component in the observation section);
 - v) Financial viability (if it appears the provider is not financially sound).

b) Providers that are placed on probation must:

B1) Submit a corrective action plan to IDOE addressing the areas of concern that led to the provider being placed on probation;

B2) Be subjected to a minimum of 3 "unannounced" follow-up probation on-site monitoring visits

i) If the provider is placed on probation prior to April of the current school year, but IDOE is unable to complete the minimum of 3 follow-up probation visits despite multiple attempts by IDOE, the provider will be on probation for the remainder of the current school year and at least throughout the first semester of the new school year until IDOE can complete a minimum of 3 follow-up probation visits.

ii) If the provider is placed on probation in April or May of the current school year, IDOE will not likely be able to complete the requisite probation on-site visits during the current school year. Therefore, the provider will be on probation for the remainder of the current school year and at least throughout the first semester of the new school year until IDOE can complete a minimum of 3 follow-up probation visits.

B3) Submit weekly tutoring schedules for the duration of the probation period and notify IDOE of any changes in the tutoring schedule during the probation period.

B4) Failure to comply with the terms of probation will result in a provider's immediate removal from the state's approved provider list.

SUBPART D: EVALUATION OF SES PROVIDERS

Section 8.0: Overall Evaluation

a) Based on data submitted for each category described in detail below (c-e), providers are given a letter grade (A-F). Providers are given seven (7) calendar days to review the report and appeal any information (by submitting substantiated evidence to the contrary) to IDOE before it is released to the public.

b) Providers are expected to perform well in each category in order to receive an overall “A” on the evaluation. Providers receiving a “C” or below (in any category or overall) must submit a corrective action plan to address any deficiencies. This corrective action plan may be shared with districts and the general public. Providers receiving a “D” or “F” in any category or overall are placed on probation for the following year and must submit a corrective action plan prior to providing SES services during that school year (please see Section 8.2 for details regarding Probation).

c) The first evaluation category is: SERVICE DELIVERY

Each provider’s Service Delivery score is based on:

C1) On-Site Monitoring visits-Providers are rated on observed lesson quality, teacher qualifications, time on task, and student/instructor ratio. Providers are also asked to submit compliance documentation, including but not limited to information about criminal background checks, health and safety policies, lesson plans, progress reporting, and financial viability.

C2) DISTRICT SURVEYS-Districts are asked to rate providers using a satisfactory/not satisfactory scale on whether providers are in compliance with various components of their contracts.

C3) PARENT SURVEYS-Parents are asked to rate providers on lessons delivered and frequency/adequacy of progress reporting, using a Likert scale.

d) The second evaluation category is: CUSTOMER SATISFACTION

Each provider’s Customer Satisfaction score is based on:

D1) DISTRICT SURVEYS-Districts are asked to rate the provider as to whether or not they would recommend the provider for continuation or not.

D2) PARENT SURVEYS-Using a Likert scale, parents are asked to rate their satisfaction with their child’s progress, the overall lesson quality, the tutors, and the provider.

D3) PRINCIPAL SURVEYS-Using a Likert scale, principals are asked to rate their satisfaction with the provider's overall program, the quality of services, student achievement, progress reporting, and overall satisfaction with the provider.

e) The third evaluation category is: ACADEMIC EFFECTIVENESS

Each provider's Academic Effectiveness score is based on:

E1) PROVIDER DATA FORMS- Providers are required to report pre and post assessment scores for each subject offered that are aggregated, disaggregated by subgroup, and provided for all of the students a provider serves (with all identifying student information removed).

- i) Providers must develop guidelines and procedures for administering pre and post-tests to students;
- ii) All staff responsible for administering the provider's pre and post-tests must be properly trained on the provider's assessment procedures;
- iii) Providers and tutors are not permitted to assist or provide guidance to students on answering questions during pre or post-test assessments;
- iv) Providers found to be utilizing practices that would invalidate assessment results may be removed from provider list.

E2) Providers are required to report attendance data and the number of students meeting goals that were predetermined with parents and the district in the SES agreement. Though not graded, aggregate students' gains (by points and percentage) are reported.

E3) ISTEP+ descriptive data will be included in the evaluation of academic effectiveness for each provider that served 5 or more students who meet criteria for inclusion in the ISTEP+ analysis. Using Student Test Numbers (STNs), IDOE personnel will determine the percentages of students (those attending 80% or more sessions and having ISTEP+ scores for the previous and the current school years) who showed any growth and one year's growth on ISTEP+ scale scores, and the percentage change in students passing ISTEP+ from the previous to the current year. These results will be released in a Supplemental Report in the spring of each school year.

Note: For providers that served fewer than 5 students, ISTEP+ descriptive data will be reviewed but not publicly reported.

In addition, a within-school matched comparison quasi-experimental study using ISTEP+ data will be conducted for each provider that served more than 5 students. With the help of Student Test Numbers (STNs), each SES student will be matched with a similar non-SES student from the same school (based on free/reduced lunch eligibility, race/ethnicity, grade, special education & LEP (as applicable), and previous year's ISTEP+ score). The gains for students in the "treatment" (SES) group will be compared with the gains of students in the quasi-control (non-SES) group. Results from the within-school matched

comparison will be reported for each provider and figured in to the provider's overall academic effectiveness grade, as applicable.

E4) Providers must submit the PROVIDER DATA FORM by the deadline requested by the IDOE. If a provider does not submit information required by the deadline, the provider's overall letter grade in the Academic Effectiveness category will be reduced by one-quarter ($\frac{1}{4}$). For every seven (7) calendar days (one week) that a provider is late in submitting the Provider Data Form, the overall grade will continue to be reduced by $\frac{1}{4}$ until data has been submitted.

f) Beginning with the 2005-2006 Overall Evaluation, providers that receive a grade below a "B-" in any category in the Overall Evaluation (see Subpart D, section 8.0) for three consecutive years will be required to reapply the following school year. For example, a provider discovers in the fall of 2007 when Overall Evaluation reports are released that they received a third consecutive "C" (the first "C" was in 2004-2005 in service delivery, the second "C" was in 2005-2006 in academic effectiveness, and the third "C" was in 2006-2007 in customer satisfaction). This provider must reapply during the state's next application period (December 2007-February 2008) for the 2008-2009 school year.

g) Beginning with the 2006-2007 Overall Evaluation, provider data will be reported for all districts served as well as disaggregated by district. Please note the on-site monitoring grade will not be disaggregated by district.

h) Letter grades from each category are combined to form an OVERALL evaluation grade.

Section 8.1: Corrective Action based on Overall Evaluation

Providers receiving a "C" or below in any category or overall must submit a corrective action plan prior to providing SES services during the next school year.

- a) If the provider receives a "C" in any category or overall, the provider will be required to submit a corrective action plan addressing areas of concern.
- b) If the provider receives a "C" or below in a category in a particular district but not overall in a category, the provider will be required to submit a corrective action plan to address the concerns expressed for that particular district.

Section 8.2: Probation based on Overall Evaluation

Providers receiving a "D" or "F" in any category or overall are placed on probation for the following year and must submit a corrective action plan prior to providing SES services during that school year.

- a) Providers placed on probation should spend the next school year implementing the corrective action plan and working on improving their score in the unsatisfactory category for the next school year.
- b) Providers receiving a "D" or an "F" in the same category in the same district for two consecutive years will not be permitted to serve that district in the upcoming school year.

- c) Providers receiving a “D” or an “F” in any category for two consecutive years (e.g., receiving a “D” or an “F” in customer satisfaction for two consecutive years or a “D” or an “F” in customer satisfaction one year and a “D” or an “F” in service delivery the next year) or receiving a “D” or an “F” overall for two consecutive years are removed from the state-approved provider list. These providers may reapply for approval ONE YEAR following removal from the list (for example, if a provider is removed from the list as a result of 2005-2006 evaluation data (released during the 2006-2007 school year), the provider MAY NOT provide services in 2007-2008 but may reapply in 2008 for approval for the 2008-2009 school year).

SUBPART E: REMOVAL OF SES PROVIDERS

Section 9.0: Purpose and Scope

The purpose of this Part is to establish conditions under which a supplemental educational service provider may be restricted from providing services to a particular district or SES student or removed from the state's approved provider list.

SUBPART E: REMOVAL OF SES PROVIDERS

Section 10.0: Removal by district

a) A district may impose reasonable administrative and operational requirements through its contracts and agreements with providers that are consistent with requirements imposed generally on the district's contractors or requirements set by IDOE and that do not limit educational options for parents or alter a provider's approved program.

b) If a district encounters any of the issues listed in c-f and desires to terminate provider services, they must notify the IDOE in writing of intent to terminate services. IDOE may require information from both the provider and the district to determine the validity of a district complaint against or district's removal of a provider and to determine whether a corrective action plan should be implemented to address the complaint or whether removal is warranted.

B1) Upon receipt and review of information from both the district and provider, IDOE shall determine whether the district should be allowed to proceed with the termination/removal. The IDOE will inform the district and the provider, in writing, of IDOE approval or denial of the district's intent to terminate services, including reasons for approval or denial.

c) A school district may, with written IDOE consent, terminate a provider's agreement *for an individual student* if the provider is unable to meet that student's specific achievement goals within the timetable set out in the original signed agreement between the district, provider, and parent(s).

d) A school district may, with written IDOE consent, terminate the services of a provider *district-wide* if the provider has violated any contractual conditions that were agreed upon in the signed contract between the provider and the district.

e) A school district may, with written IDOE consent, terminate the services of a provider *district-wide* if the provider has violated its requirement to complete criminal background checks prior to its employees beginning to work with the district's SES students.

f) A district may, with written IDOE consent, terminate a provider's contract *district-wide* if the provider has not begun the provision of services to students in a timely manner, as defined and agreed upon in the signed contract between the provider and the district.

SUBPART E: REMOVAL OF SES PROVIDERS

Section 11.0: Removal by IDOE

- a) IDOE may require corrective action of a provider if compliance issues are raised through IDOE's monitoring of the provider's program (as described in Subpart D, section 7.0) or IDOE's investigation of a complaint against a provider (see IDOE's Complaint Procedures, Appendix I and IDOE's Procedures for investigating LEA Allegation(s) against an SES provider, Appendix J).

A1) Providers placed in corrective action shall, within thirty (30) calendar days (or within any alternative timeframe provided by IDOE) after receiving notice to this effect, submit to IDOE for approval a corrective action plan detailing how the provider intends to improve the deficiencies in its program.

A2) A provider shall be removed from the state's approved list if it fails to meet the requirements of its corrective action plan by the timeframe agreed upon in the plan.

- b) IDOE may remove a provider from the state's approved provider list based on a provider's scores on the Overall Evaluation;

B1) Providers receiving a "D" or an "F" in the same category in the same district for two consecutive years will not be permitted to serve that district in the upcoming school year.

B2) Providers receiving a "D" or an "F" in any category for two consecutive years (e.g., receiving a "D" or an "F" in customer satisfaction for two consecutive years or a "D" or an "F" in customer satisfaction one year and a "D" or an "F" in service delivery the next year) or receiving a "D" or an "F" overall for two consecutive years are removed from the state-approved provider list. These providers may reapply for approval ONE YEAR following removal from the list (for example, if a provider is removed from the list as a result of 2005-2006 evaluation data (released during the 2006-2007 school year), the provider MAY NOT provide services in 2007-2008 but may reapply in 2008 for approval for the 2008-2009 school year).

- c) IDOE may immediately suspend a provider's services if IDOE determines that a threat exists to the health or safety of students or if necessary to investigate or remedy concerns regarding compliance issues or illegal practices allegedly engaged in by the provider.

- d) IDOE may remove a provider from the state's approved list upon ten (10) calendar days' written notice if the provider:

D1) violates any provider requirement described in the sections of this policies and procedures document;

- D2) fails to submit any required reports, signed policies and assurances, or data collection items to the IDOE in a timely manner (as defined by deadlines set by IDOE);
- D3) violates any assurance or aspect of its application submitted to IDOE;
- D4) fails to meet the requirements of a corrective action plan by the timeframe provided in the plan;
- D5) fails to provide additional information requested by IDOE to verify any information reported by the provider or otherwise to fulfill its duties with respect to the administration of SES;
- D6) engages in illegal or deceptive practices;
- D7) falsifies any information on its application or other reports to IDOE;
- D8) violates State or federal law;
- D9) refuses to serve SES districts it stated it would serve in the district selection form submitted to IDOE;
- D10) engages in practices that invalidate pre and post-test assessment results.

e) Providers should note that Federal guidelines allow IDOE the authority to remove a provider from the state approved provider list if criminal background checks are not provided for each employee or if criminal background checks are not completed prior to an employee working with SES students.

f) A provider may appeal its removal from the State-approved list by submitting an appeal, in writing, to the assistant superintendent of the Center for Community Relations & Special Populations specifying the basis upon which it believes its removal is not in accordance with this policy document or other applicable law.

F1) The provider's appeal will be reviewed by IDOE designees appointed by the assistant superintendent of the Center for Community Relations & Special Populations.

F2) The assistant superintendent of the Center for Community Relations & Special Populations or IDOE designees assigned to review the appeal may request that the provider submit additional documentation deemed necessary to complete the appeal review.

F3) The provider will receive written notification when the appeal has been received and when a decision regarding the appeal has been reached.

g) If a provider is removed from the state approved provider list, the provider and any related organization shall be ineligible to re-apply the next school year.

G1) Providers removed from the state approved provider list may reapply for approval ONE YEAR following removal from the list (for example, if a provider is removed from the list during the 2005-2006 school year, the provider MAY NOT provide services in 2006-2007 but may reapply in 2007 for approval for the 2007-2008 school year).

G2) This period of ineligibility shall not apply to a provider that is a public school or school district that has its eligibility restored by being removed from “improvement status” (based on AYP).

SUBPART F: GUIDELINES FOR SCHOOL DISTRICTS

Section 12.0: Purpose and Scope

The purpose of this Part is to describe the requirements for SES implementation under NCLB and USDOE guidance (refer to Appendix I) and to provide guidelines and recommendations for school districts with eligible SES schools.

SUBPART F: GUIDELINES FOR SCHOOL DISTRICTS

Section 13.0: Legal Requirements and Guidance

a) In facilitating supplemental educational services, a school district must, under NCLB:

A1) notify parents about the availability of services, at least annually in a uniform format (with alternate formats available upon request) and, where appropriate, in language(s) that parents will understand;

A2) help parents choose a provider, if requested;

A3) determine which students should receive services if not all students can be served;

A4) enter into an agreement with a provider selected by parents of an eligible student;

A5) assist the state in identifying potential providers within the LEA; and

A6) protect the privacy of students who receive supplemental educational services.

b) The notice to parents described in A1 must, at a minimum, identify each approved SES provider that has indicated its willingness to serve the district. It must also describe the services, qualifications, and evidence of effectiveness for each provider, and the procedures and timelines that parents must follow in selecting a provider.

c) A district may set a deadline by which parents must request SES, but in setting the deadline, the district must ensure that parents have sufficient time, information, and opportunities to make informed decisions about SES participation.

d) A district may not limit or ban approved SES providers from promoting their programs to the general public. Providers are allowed to market their services directly to members of the community or to provide general information to the public about the availability of SES. However, a district may set reasonable requirements related to marketing and advertising on school grounds and during the school day or during school-sponsored events. Providers are expected to adhere to such reasonable requirements.

e) Before service provision begins, IDOE requires all SES districts to develop and sign an SES contract with providers that parents have selected. Before each new school year, IDOE requires all SES districts to submit a draft of the upcoming school year's SES contract to the SES Consultant for review. Districts must submit the SES Contract draft to the SES Consultant by August 1st of each school year. Districts are not permitted to use the SES Contract with providers until the SES Consultant has provided the district with written approval.

The contract should include, at a minimum, the following information:

- E1) A description of the services performed;
- E2) A description of the dates when services were performed;
- E3) A description of the location of services;
- E4) A description of the number of students served;
- E5) Provisions governing payment for the supplemental educational services, which may include provisions addressing missed sessions;
- E6) A provision prohibiting the provider from disclosing to the public the identity of any student eligible for or receiving supplemental educational services without the written permission of the student's parents;
- E7) An assurance that supplemental educational services will be provided consistent with applicable health, safety, and civil rights laws;

In addition to the provisions (E1-E7) required by NCLB and/or federal guidelines, it is recommended that the contract also include the following:

- E8) an assurance that instruction provided and content used by the provider are consistent with the instruction provided and content used by the LEA and State, and are aligned with State academic achievement standards;
- E9) an assurance that all instruction and content provided through SES are secular, neutral, and non-ideological;
- E10) a timeline for the submission of progress reports, the submission of invoices, and the timeframe for beginning services after the provider has been given student contact information;
- E11) requirements for criminal background checks to be submitted to the district prior to tutors or staff working with SES students;
- E12) a provision for termination of services in the case of situations listed in Subpart E, Section 10.0(c-f) of this document.

f) IDOE also requires all SES districts to develop an Supplemental Educational Services (SES) Agreement. Before each new school year, IDOE requires all SES districts to submit a draft of the upcoming school year's SES Agreement to the SES Consultant for review. Districts must submit the SES Agreement draft to the SES Consultant by August

1st of each school year. Districts are not permitted to use the SES Agreement until the SES Consultant has provided the district with written approval.

The provider, district, and parent must enter into an SES agreement before service provision begins. See the sample SES agreement document on the SES website in the *DISTRICT* section under the area titled “Sample Documents” (<http://mustang.doe.state.in.us/dg/ses/districts.html>). As per USDOE’s Non-Regulatory Guidance on SES, the SES agreement must include, at a minimum:

F1) specific achievement goals for the student, which must be developed in consultation with the student’s parent, district and provider;

F2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress;

F3) a timetable for improving the student’s achievement;

F4) a provision for termination of the student’s agreement if the provider fails to meet that student’s progress goals or timelines.

NOTE: In the case of a student with a disability, the achievement goals, measurement and reporting of progress, and timetable described in items F1-F3 must be consistent with (although not included in) the student’s individualized educational program under Section 614(d) of the IDEA. In the case of a student covered by Section 504, they must be consistent with (although not included in) the student’s individualized services under Section 504.

Although under NCLB it is the responsibility of the district to develop the SES Agreement, districts may distribute the SES agreement to providers to facilitate completion. If the district does not plan to arrange meetings with parents and providers to complete the SES agreement but plans to instead allow the provider to arrange such meetings, the district must include language in the SES Contract or the SES Agreement that clearly states that it is the provider’s responsibility to arrange such meetings.

If providers will be responsible for arranging the SES agreement meeting with parents and the district, the district should require providers to notify the district of the date and time when the meetings have been arranged. District personnel (i.e. Title I staff, SES School Principals or teachers, etc.) should attend and participate in these meetings to the extent feasible.

When it is not feasible for a district to attend meetings, the district must require the provider to send the original SES agreement to the district to review (if the district is present during the meeting, the district will review the SES agreement at that time and keep a copy of the agreement). After the provider submits the signed SES agreement to the district, the district must contact parents to confirm that the provider’s program was described to them and student goals were developed in consultation with them.

Once districts have confirmed that parents were consulted and agreed with the goals developed, the district is responsible for reviewing each SES agreement. If the district agrees with the goals and other components of the SES agreement, the district should sign the SES agreement, file the original, and provide a copy to the SES provider and parent. If the district does not agree with the goals or other components of the SES agreement, the district must share their concerns with the provider and work with the provider and parents to make changes that are mutually agreeable to all parties.

In the event that the district discovers that parents were not consulted on the SES agreement (although a signed SES agreement was submitted), the district is responsible for following up with the provider to inform them that they must schedule and complete an SES agreement meeting with the parent and submit a newly signed SES agreement. The district should also inform the provider that the previous SES agreement is void and the provider will not be permitted to serve the student until a newly signed SES agreement is submitted and approved by the district.

It is ultimately the responsibility of the district to ensure that all students receiving SES services have a signed (by the parent, provider, and district) SES agreement on file before the student begins receiving tutoring services.

g) A district may set reasonable administrative requirements for providers, including but not limited to criminal background checks, required submission of student-signed attendance sheets, and marketing procedures on school grounds. However, districts must take care that administrative requirements do not subject SES providers to more stringent requirements than apply to other contractors of the district and that requirements do not have the effect of inappropriately limiting educational options for parents or altering a provider's approved programming.

h) Districts are encouraged to allow providers (interested in doing so) to use district facilities for the provision of services (Schools in Year Four of Improvement or higher are required to allow providers to use their school space, see H5). A district may charge a reasonable fee for facilities use. Districts must ensure that the use of school buildings by providers is on the same basis and terms as are available to other organizations that utilize school space before or after school.

H1) If a district has a policy that disallows providers from using its facilities, it must apply its policy consistently across all providers. If the district is itself an SES provider, it may not allow itself to use district facilities but disallow other providers from using district facilities.

H2) If a district is itself an SES provider and charges a fee for the use of school space, the district must also charge its own SES provider program for the use of school space. In the same fashion, if a district is itself a provider and does not wish to charge its own SES provider program for the use of school space, the district cannot charge any other SES provider for the use of school space.

- i) If a district charges providers for the use of school space, the district must charge the same fee to all providers using school space (whether it's per hour, per session, per week, etc.).
- ii) If the district does not charge any other before or after school programs for the use of school space, the district cannot charge SES providers for the use of school space, see (h).

H3) A district, with the permission of its superintendent or school board, as applicable, may allow school building administrators to determine whether or not services may be provided in their buildings (if the school is in Year Four of School Improvement, the school will be required to allow providers to use school space, see H5). However, if a building administrator determines that their building may be used, all providers (interested in using school space) must be allowed to use that building.

H4) If a district or school would like to allow providers to use its facilities but does not have the capacity to accommodate all providers, the district should select providers to operate on-site by using a method that is fair, transparent, and objective, such as a lottery system.

H5) IDOE requires schools in Year Four of improvement (planning for restructuring) or higher to allow SES providers to utilize district facilities to provide services.

H6) Please note that not all SES Providers will be interested in using school space. The policies detailed in (h) (H1-H5) are in reference to districts and schools with some providers that are interested in using district/school facilities.

- i) District employees may not receive compensation in exchange for access to facilities, to give providers student lists, or for any illegal purpose. However, district employees may be hired by providers, so long as a conflict of interest, real or apparent, would not be involved as a result of the hiring (see EDGAR Sec. 80.36(3)).

District staff who work for providers must adhere to the following:

I1) District employees who are directly responsible for the administration of SES or Title I programs, such as district SES liaisons or Title I program administrators, may not be hired by providers. Again, in deciding to work for a provider, district employees should take care to avoid real or perceived conflicts of interest.

I2) District employees **cannot** promote one SES provider over another provider during district contracted services hours.

I3) District employees may work as tutors for providers, but district employees **MUST** follow district regulations related to student recruitment and distribution of promotional materials. This means that, like all provider representatives, district

employees cannot distribute promotional materials on school grounds or directly to parents and students on district property unless directly authorized to do so under district policies.

I4) District employees must maintain compliance with their district employment contract, which stipulates that work conducted during contracted services hours must be limited to district related services directly defined by the employment contract with the district.

I5) During contracted service hours, district employees may provide information about SES as representatives of the district, fulfilling obligations under 20 U.S.C. § 6316(e)(2). District employees may offer general information about SES tutoring services and general information about ALL providers, and may encourage students to find out more about SES *in general*. However, during district contracted services hours, a district employee MAY NOT promote one provider over another.

Section 14.0: Student Eligibility

The two eligibility criteria that must be met in order for a student to qualify for SES are the student must 1) attend a Title I school in its second year or higher of school improvement and 2) receive free or reduced lunch.

- a) All students who meet these two eligibility requirements must be offered the opportunity to receive SES tutoring (i.e. districts cannot add additional eligibility criteria);
 - A1) Districts must verify that students who enroll in SES meet both eligibility criteria.
 - A2) If a student does not meet BOTH criteria, the student is not eligible for SES.
 - i) If the parent submitted the enrollment form for the ineligible student directly to the district, the district should notify the parent (in writing) that the student is not eligible and should share other resources (other than SES) within the school district or in the community that ineligible families may be able to use (i.e. other tutoring or academic assistance programs that are free or reduced cost).
 - ii) If the provider submitted the enrollment form for the ineligible student directly to the district, the district should contact (in writing) the provider to share ONLY that the student is not eligible (due to confidentiality precautions the district cannot tell the provider *why* the student is not eligible). The district should also notify the parent (in writing) that the student is not eligible and should share other resources (other than SES) within the school district or in the community that ineligible families may be able to use (i.e. other tutoring or academic assistance programs that are free or reduced cost).

- b) SES schools with school lunch Provision 2 or 3 status must offer ALL students that attend the school the opportunity to participate in SES because every student that attends a school with such provisions receives free or reduced lunch;
- c) As per USDOE's Non-Regulatory Guidance Section F-3, a district can only consider academic need in determining eligibility when the demand for SES tutoring exceeds a district's SES funds. If the demand is greater than the district's SES funds, the district must:
 - C1) Give priority to the lowest achieving eligible students;
 - C2) Develop an equitable and fair method for determining which students are the lowest achieving;
 - C3) Develop a list ranking eligible students based on academic need. This list should place students with the greatest academic need at the top to ensure that these students receive services first;
 - C4) Once the district has allowed the maximum number of students on the list that can be served with the district's SES funds an opportunity to begin working with an SES provider, the district must notify the parents of the remaining students on the list that due to the fact that the demand for SES tutoring exceeds the district's SES funding, their children were placed on an SES wait list. Districts should include a description regarding how the district determined academic need and the process the district will use to move students off of the wait list (i.e. when a student moves or does not participate in the SES program, the district will allow the next student on the list to participate in SES and so on).

Section 15.0: Per Pupil Expenditure for SES

Beginning with the 2007-2008 school year, IDOE provides each SES district with its per pupil expenditure (PPE) for SES based on each district's final Title I allocation.

- a) Each district's PPE is the maximum amount the district can spend on tutoring services for an SES student;
- b) Districts should make sure that the total amount per student that is charged by each provider does not exceed the PPE;
- c) The total amount per student that is charged by an SES provider may be lower than a district's PPE. However, it is the amount the district pays the provider that is lower in this situation because the district's PPE remains the same. For example, a district's PPE is \$1900.00 and the total cost per student that Provider "A" charges is \$1500.00. Even though the district's PPE is \$1900, the district would pay Provider "A" \$1500.00 for a student that completes all of Provider "A's" sessions because this is the total amount per student that Provider "A" charges.
 - i) Districts cannot lower the PPE. However, if a provider's total cost per child is less than the district's PPE or a student does not attend all of the sessions offered by a provider, the district may pay the provider an amount lower than the PPE.
- d) A provider should not be paid the entire PPE unless 1) the provider's total cost per student is equal to the district's PPE [some providers may charge a lower amount]

and 2) the student attends all of the sessions offered by the provider [not all students will attend all of the sessions offered by a provider])

Section 16.0: Release of Student Names and Contact Information

Once a parent selects an SES Provider:

- a) Districts should only release student names or parent contact information to providers if the district has written permission from parents to release such information. Districts are encouraged to include a permission clause for the sharing of this information on their SES enrollment forms;
- b) In addition, districts should not release student names or parent contact information to providers until after the provider has submitted a signed SES contract and any reasonable additional documentation (i.e. criminal background checks, liability insurance, etc.) the district requires from providers before providers are permitted to begin tutoring students;
- c) In order to maintain compliance with confidentiality precautions, if the conditions described in “a” and “b” above have been met, districts should only release student names and contact information to the individual provider the parent has selected. Districts should take precautions to make sure that providers receive information related ONLY to students whose parents have selected that particular provider.

Section 17.0: Informational Meetings

- a) Districts should host informational meetings at the beginning of the school year to educate parents, SES school principals and teachers, the school board and any other district stakeholders in SES about SES;
 - A1) These meetings should provide information about SES that is relevant to each audience (i.e. districts should separately host and provide informational meetings such as a Parent SES Informational Meeting, an SES School Principal Informational Meeting, an SES School Staff SES Informational Meeting, a School Board SES Informational Meeting, etc.)
- b) Districts are encouraged to use USDOE’s Non-regulatory Guidance on SES, IDOE’s Policies and Procedures on SES, and resources available on IDOE’s SES and Title I websites to develop materials to present during the informational meetings.

Section 18.0: Verification and Tracking

- a) Districts must verify invoices have been correctly completed and include the required information before paying the invoice. Districts should;
 - A1) Verify students listed on the invoice are eligible for SES;
 - A2) Verify that the amount the provider is charging per session in each invoice is the same as the amount listed in the SES contract and SES agreement (as applicable);

A3) Verify invoices include the required components (description of services provided, description of location services were provided, description of the number of students served, and a description of the dates when services were provided);

A4) Verify invoices clearly share the student's full name, how many sessions each student attended, dates the student attended sessions, etc., in addition to including the required components (see A3);

A5) Verify providers have submitted the district's required additional documents with the invoice such as attendance logs, student/parent sign-in sheets, etc.

A6) Districts should also develop a system for tracking SES expenditures and update this system each time an SES invoice is paid (IDOE will collect this information on the Choice/SES expenditure report)

- b) Districts must track and monitor Choice (transportation) expenditures;
 - B1) Districts should collect expenditure data from their transportation departments regarding Choice expenditures on a semester basis (IDOE will collect this information on the Choice/SES expenditure report). This will enable the district to determine if it has adequately budgeted for Choice *and* SES;
 - B2) Districts should also use Choice expenditures to determine the amount of the 20% set-aside that remains for SES expenditures after Choice expenditures have been deducted.
- c) Districts must track SES enrollment numbers for the district as a whole to ensure the district does not exceed the maximum number of students the district can serve with its SES funding (districts must remember the district's SES funds are directly impacted by how much the district spends on Choice).
- d) Districts must monitor provider enrollment numbers to ensure provider's are not exceeding the maximum number of students agreed to in the SES contract (districts can amend providers' contracts as need be if the district has SES funds remaining that will allow the district to pay for additional SES students and more parents select a provider than the number that was originally agreed to in the provider's initial contract).
- e) Districts must track the amount of funds being spent for each SES student to ensure that the district is not paying for tutoring costs beyond the district's PPE amount.

Section 19.0: SES Participation Rates

- a) The SES participation rate for each district refers to the number of students who are "receiving" SES tutoring services. This rate is different from the number of students that have enrolled or signed-up for SES in a district (SES Enrollment). It is very important that districts find an appropriate method for verifying that students are actually participating in SES before including students in their counts for participation rates (or counts for students receiving SES). The most feasible method would be to use provider invoices to determine students who are participating in SES.

- A student can be counted in the district's participation rate as long as the student has attended at least one tutoring session;
- b) IDOE will require each district to submit information regarding their SES participation rates by December of each year;
 - c) In January of each year, any district with a participation rate below the state average (this will be determined using previously submitted participation rate data) will be required to do one or more of the following:
 - C1) Submit a waiver with verification that the district's Choice expenditures reduce the amount of the 20 percent set-aside the district can spend on SES and therefore does not permit the district to serve enough students to meet the state's average participation rate;
 - i) Verification should include documentation of Choice (transportation) expenditures.
 - C2) Submit verification IDOE has made an error in calculating the district's participation rate;
 - C3) Send an additional notice to parents encouraging participation in SES.
 - i) The district will be required to submit a copy of the flyer, brochure or brief parent friendly letter to the SES Consultant for review prior to sending the additional notice;
 - ii) The district will be required to submit a mailing receipt to IDOE once the additional recruitment notice has been sent to parents;
 - iii) The district will be required to send this additional notice to parents prior to the end of January.
 - d) In addition to the actions detailed in C1-C3, based on Title I on-site monitoring visits, districts may also be required to submit documentation of the "good faith" efforts the district has made throughout the school year to encourage enrollment in SES. IDOE may require the district to participate in additional recruiting efforts if the district cannot demonstrate that it has made a good faith effort.
 - D1) Please note that "good faith efforts" include districts using multiple mediums and methods to encourage SES participation beyond sending the required parent notification letter to parents. These methods include but are not limited to flyers, brochures, hosting Parent Informational Meetings, hosting provider fairs, advertising SES in school newsletters and announcements, SES booths at Open Houses and other school events, running PSA's on the radio or TV, partnering with community organizations to assist with parent outreach, etc.

Section 20.0: Documentation

- a) Districts should keep all documentation of communication to and from SES providers on file;
- b) Documentation of communication with providers can include but may not be limited to copies of e-mails, certified mailing documentation, mailing receipts, letters, etc.

SUBPART G: APPENDICES

- A. IDOE Assurances
- B. IDOE Application Amendment
- C. IDOE Incentive Policy
- D. IDOE Monitoring and Evaluation Overview
- E. IDOE On-site Monitoring Rubric
- F. IDOE SES Provider Self-Checklist
- G. Corrective Action Plan (based on On-site Monitoring Visit)
- H. Corrective Action Plan (based on Overall Evaluation Report)
- I. IDOE Complaint Procedures
- J. IDOE Procedure for Investigating Allegations Against an Approved SES Provider
- K. U.S. Department of Education's SES Non-Regulatory Guidance