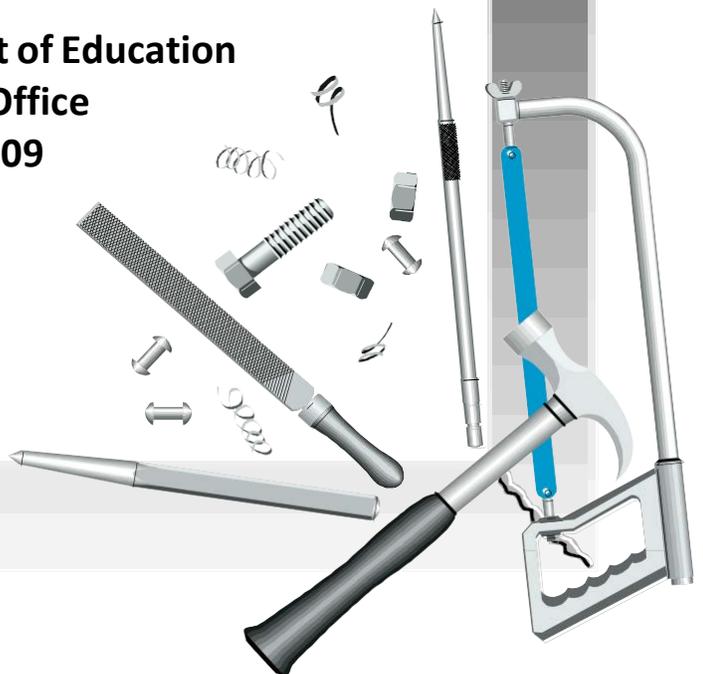


**SUPPLEMENTAL
EDUCATIONAL
SERVICES
TOOLKIT**

**FOR
NEBRASKA SCHOOLS,
DISTRICTS, AND PROVIDERS**

Nebraska Department of Education
NCLB, Title I Office
January 2009



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SUPPLEMENTAL EDUCATIONAL SERVICES (SES)

OVERVIEW

The *No Child Left Behind Act of 2001* (NCLB) was signed into law on January 8, 2002, by President Bush. This law represents his education reform plan and contains the most sweeping changes to the Elementary and Secondary Education Act (ESEA) since it was enacted in 1965. The act contains the President's four basic education reform principles: stronger accountability results, increased flexibility and local control, expanded options for parents, and an emphasis on teaching methods that have been proven to work. (See www.ed.gov for more information.)

Within the category of "expanded options for parents," the Supplemental Educational Services (SES) program is mandated. Low-income parents with children in a Title I school that is in School Improvement (Year 2 or more) who do not opt for transfer to a higher performing school will be able to request supplemental educational services. The school district is responsible for funding these services, which must be provided outside the normal school day, and in doing so may choose to use a portion of its Title I, Part A funds. Title I, Part A, is intended to help ensure that all children have the opportunity to obtain a high-quality education and reach proficiency on challenging state academic standards and assessments.

Under the terms of NCLB, school districts are required to spend an amount equal to 20 percent of their Title I, Part A funds for parental choice options, including supplemental educational services and transportation for students who exercise their public school choice option, unless a lesser amount is needed to meet all requests. Funds from any source may be used to meet the 20 percent requirement.

Supplemental Educational Services may be arranged before or after school, on weekends, or during the summer, and will include tutoring and remedial services.

RESPONSIBILITIES OF THE NEBRASKA DEPARTMENT OF EDUCATION

The Nebraska Department of Education (NDE) is responsible for

- Identifying schools for which Supplemental Educational Services are required;
- Developing and applying objective criteria to potential providers that are based on a demonstrated record of effectiveness in increasing academic proficiency;
- Maintaining a list of approved providers from which parents may select providers;
- Promoting maximum participation by supplemental educational services providers to ensure that parents have as many choices as possible;
- Monitoring the quality and effectiveness of the services offered by approved providers; and
- Ensuring that the public identity of any student who is eligible for or who receives services is not disclosed without the written permission of the parents of the student.

RESPONSIBILITIES OF THE LOCAL EDUCATIONAL AGENCY

The Local Educational Agency (LEA) must use the identification of the schools whose students will qualify for supplemental educational services and inform the administration of the school. [See Attachment A.]

Information regarding SES options must be adequately publicized to parents in an understandable language. The LEA must coordinate with the school to formulate procedures and processes for provider meetings, parent education, provider reporting, goal-setting sessions, and other components of the program.

The LEA/school will give parents notification of the services that are available to their student. [See Attachments C & D], Parent Letter and Provider Selection Form.] The LEA/school will set timelines and deadlines for parents to respond in writing whether they do or do not want the supplemental educational services for their child(ren). This notification is completed annually and must include the following:

- The availability of the Supplemental Educational Services;
- A list of approved providers whose services are available; and
- A brief description of the services, qualifications, and demonstrated effectiveness of each approved provider to assist the parent in selecting a provider.

The LEA must set budget and priority categories for students who qualify for and choose to receive the services. An amount equal to twenty percent of the Title I, Part A, funds is the maximum required by NCLB for payment of SES provider services and choice transportation, combined, based upon demand. NDE provides to districts the maximum per pupil amount that can be spent on supplemental educational services.

The LEA contracts with the providers to deliver the supplemental services. [See Attachment E.] The LEA ensures that the staff members employed by the providers have been processed through a criminal background check.

The LEA arranges with the providers for district facility use dependent upon LEA/school policy. [Use the district's facility use policy and payment scale.]

The LEA disburses payments to the providers upon receipt of the required participation documentation. [See Attachment I and contract provisions in Attachment E.]

The LEA defines and implements its evaluation of program effectiveness by monitoring the program and the progress of the students. [See Attachment H]

The LEA ensures that the public identity of any student who is eligible for or who receives services is not disclosed without the written permission of the parents of the student.

RESPONSIBILITIES OF THE SCHOOL

The school convenes a team to analyze disaggregated school data, for eligible students, by subject area (reading, math, and language arts) and grade level to identify subgroups that are lowest performing and/or to identify the groups that could be tutored for maximum impact. For example, if 4th grade math scores are

adversely affecting the School Performance Score, review 3rd and 4th grade math scores, for eligible students, and estimate the number of children meeting the “low performing” definition. Then, list several groups of eligible students by subject area for first priority consideration for supplemental services. [See Attachment B, Referral Form.] Districts will serve the highest priority needs as described in this item until the funds are expended.

The school coordinates with the LEA/district to formulate procedures and processes for provider meetings, parent education, provider reporting, goal-setting sessions, and other components of the program. Each District identified for Title I School Improvement must post on its Web site information regarding school choice and SES in a timely manner.

The district/school will give parents notification of the services that are available to their student. [See Attachment C, Parent Letter and Attachment D, Provider Selection Form.] The LEA/school will set time lines and deadlines for parents to respond in writing whether they do or do not want the supplemental educational services for their child. **Districts/schools must have a minimum of two enrollment periods during the school year.** Suggested times are at the beginning of the school year and again prior to the start of the second semester. This notification must include the following:

- The availability of the Supplemental Educational Services;
- A list of approved providers whose services are available;
- A notice of which providers are able to serve students with disabilities or LEP students and;
- A brief description of the services, qualifications, and demonstrated effectiveness of each approved provider to assist the parent in selecting a provider.

The school determines which teachers/staff members will meet with parents and providers to set up learning goals and sign for the school on the Individual Learning Plan [Attachment I] and Summary Report [Attachment K].

The school ensures that the public identity of any student who is eligible for or who receives services is not disclosed without the written permission of the parents of the student.

RESPONSIBILITIES OF THE PROVIDER

Providers must be approved by the Nebraska Department of Education to provide Supplemental Education Services. Providers must have:

- Demonstrated effectiveness in improving academic achievement of children;
- Documentation that the instructional practices used by the provider are of high quality, are based on appropriate research, and include the Nebraska content standards;
- Evidence that the provider is financially sound; and
- A plan for instruction in the areas of reading, language arts, and/or math built upon initial assessment/academic evaluation of each student’s skills in one or more of these subjects. Reassessment must occur, also.

Providers must enter into a contract [Attachment E] with the Local Educational Agency that includes the following:

- Provider will provide services on a regular basis for the duration of the contract and submit attendance and tracking data [Attachment L] in a timely manner to the district;
- Provider will follow the Individualized Learning Plan (ILP) as signed by the parent, provider, and school representative [Attachment I];
- Provider will align services with any current school Individualized Educational Program with parent release of information;
- Provider will report to parents and teacher(s) at regular intervals as specified in the ILP [Attachment I] and the contract [Attachment E];
- Provider will complete assessments to determine objective completion;
- Provider will be responsible for retaining qualified staff who are also cleared through a criminal background check;
- Provider will present information to parents in a language that parents can understand.
- Provider will utilize curriculum and other components of design as submitted to the state as effective (in other words, providers cannot change the curriculum/program design from that which was approved).

The Provider ensures that the public identity of any student who is eligible for or who receives services is not disclosed without the written permission of the parents of the student.

SES Providers will complete an evaluation of the SES services rendered. A form will be provided by NDE, at the end of the school year.

EXPECTATIONS OF PARENTS OF STUDENTS WHO PARTICIPATE IN SUPPLEMENTAL EDUCATIONAL SERVICES

Parents will return the Provider Selection Form [Attachment D] to begin the services process for their child.

Parents will meet with the Provider and the school representative to write and sign the Individualized Learning Plan [Attachment I].

Parents will ensure that their child receives the services by monitoring their child's attendance and progress.

Parents will communicate regularly with the Provider, especially to notify the provider in advance if the child is to be absent.

Parents will inform the provider and the school if their child no longer intends to participate.

Parents will meet with the Provider and the school representative to receive information and sign the Summary Report [Attachment M] at the end of the program.

Parents will complete an evaluation of the SES services received. A form will be provided by NDE, at the end of the school year.

ATTACHMENT A: MEMO TO PRINCIPALS

TO: Selected Principals

FROM: District Official

RE:

DATE:

All Title I schools identified by the Nebraska Department of Education as being in School Improvement for 2 or more years MUST notify parents of eligible children, who have not opted to transfer, of the Supplemental Educational Services that are available for their children. Use the attached letter for your official notification to parents. [See Appendix C.]

The school district is obligated to provide a list of state-approved Providers to parents, and parents must be given an opportunity to choose a Provider from the approved list. Send the Provider's packet to all parents by _____ (date).

All requests by the parents for Supplemental Educational Services must be returned to your school by _____ (date).

Please return these requests to _____ at _____ no later than _____.

Additionally, a copy of the district's *Toolkit for Supplemental Educational Services* is enclosed. If it does not answer your questions, please contact _____ at _____ with your questions or concerns.

Enclosures

ATTACHMENT B: REFERRAL FOR SUPPLEMENTAL EDUCATIONAL SERVICES

Eligible Student Referred: Name _____

Date of Referral _____ Date of Birth _____ Grade _____

Reason for Referral: (Include performance data such as test scores and identification of skill or knowledge gaps.)

SAMPLE

Contact Information for Source of Referral:

Name _____

Relationship to the student [parent, teacher, other (indicate)]: _____

Mailing Address _____

Telephone Numbers:

Daytime: (____) _____ - _____

Evening: (____) _____ - _____

E-mail Address _____

Office Use:

Date of Response _____

Service Provider Responding _____

ATTACHMENT C: PARENT NOTIFICATION LETTER

(Send to all parents)

(District Letterhead)

(Date)

Dear Parent/Guardian:

This letter is to notify you that, if your child is eligible for free or reduced lunch, he/she is eligible for free supplemental educational services this academic year. These services will be provided before school, after school, and/or during the summer. The services will be in addition to the instruction that your student receives during the school year.

You can choose a tutoring program from Nebraska's list of approved Supplemental Educational Services (SES) Providers. The goal is to help your student increase academic achievement in reading, language arts, and/or mathematics.

This notification letter is being sent to you in accordance with the *No Child Left Behind* law. Students are eligible for this program based on family income and attendance at a school that is identified as being in School Improvement for 2 or more years. If services cannot be provided to all students applying, the school/district will prioritize based on academic need.

A list of Nebraska's approved providers is attached. These providers have agreed to provide services that are consistent with the instructional program of the district/state. They have also agreed to provide you and your student's teacher(s) information on the progress of your student.

Please complete the attached form and return it to (Address) by (Date). Call (Phone Number) if you need additional information or have questions.

Sincerely,

(Signature)

(Name and Position)

Attachments: Approved Provider list
Provider Selection Form

**ATTACHMENT D: SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER
SELECTION FORM**

Student's Name (Printed)

School

Academic Year

Check the Box that Applies:

My son/daughter **WILL** participate in the Supplemental Educational Services program as it is described in *No Child Left Behind*.

- I am selecting the state-approved provider from the list provided to me.

I select _____

(State-approved provider's name)

- I understand that the district will enter into an agreement with the provider, and I will be notified of a time to meet with the provider to set goals for my student.
- I understand that the provider will regularly inform me and the student's teacher(s) of the student's progress.
- I understand that if funds are insufficient to cover the supplemental educational services for all of the students who choose to participate, participation will be based on prioritized academic need as defined by the district.

My son/daughter **WILL NOT** participate this academic year in the Supplemental Educational Services program as it is described in *No Child Left Behind*.

(Signature of parent/guardian)

(Date)

(Printed name of parent/guardian)

(Daytime Telephone number)

(Evening Telephone number)

ATTACHMENT E: CONTRACTUAL SERVICES AGREEMENT
(Local Education Agency Name)

THIS AGREEMENT, made and entered into at _____ (location) this _____ day of _____, _____, by and between the School Board of _____, hereafter referred to as the "Board," and (Provider Name), hereafter referred to as the "Provider."

WITNESSETH:

WHEREAS, the Board requires certain professional services to assist in accomplishing the supplemental educational instructional mandates of *No Child Left Behind*, and

WHEREAS, the Provider is qualified as determined by the Nebraska State Department of Education to perform these services for students,

NOW, THEREFORE, for the consideration hereinafter named, the parties agree as follows:

1. The Provider will perform the professional services described in the attached scope of work, specifications, and/or proposal dated _____, and attached hereto and made a part of this agreement as Attachments F, G, and H.
2. The Provider shall perform these services described on Attachments F, G, and H, according to the schedule indicated therein.
3. The price and consideration for which this agreement is made shall be in the amount of \$_____, or \$_____ per student who is provided Supplemental Educational Services.
4. The Board's representative for purposes of administration of this agreement shall be _____, whose position is _____.
5. The Provider acknowledges that its relationship to the Board is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.
6. The Provider acknowledges and agrees that the responsibility for payment of taxes, employees' salaries/contracts, or other expenses of the Provider shall be said Provider's obligation.
7. The Provider shall not assign any interest in this agreement and shall not transfer any interest by assignment or novation.

8. The Provider agrees to make available upon request, during normal working hours at the _____ (Boa rd 's / sch o o l's add re ss) _____, to the Board, the Board's auditors, and/or the Nebraska Department of Education, records and documents relating to the conduct of this agreement.
9. The Provider shall indemnify and hold harmless the Board and its representatives against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Provider, its agents or employees while engaged upon or in connection with the services required or performed by the Provider hereunder.

To the extent allowed by the law, the Board shall indemnify and hold harmless the Provider against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Board, its agents or employees while engaged upon or in connection with the services required or performed by the Board hereunder.

10. The Provider agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, and the Americans with Disabilities Act of 1990.

The Provider agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, gender, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

11. No travel expenses will be reimbursed to the Provider.
12. This agreement may be amended or extended by mutual written consent of the parties.
13. The Board reserves the right to cancel this agreement upon a thirty (30)-day written notice should funds no longer be available due to budget reductions imposed by the federal government, if the Nebraska Department of Education revokes approval of the Supplemental Educational Services Provider, or if the Board determines that the Provider is unable to meet the specified goals and timetables.
14. The Board reserves the right to cancel this agreement upon a thirty (30) day written notice if the determination is made by the Board that the Provider disclosed to the

public the identity of any student who is eligible for, or receiving educational services, without the written permission of the parents/legal guardians of the student.

15. The Board may cancel this agreement due to non-performance of work described in Attachments B and C, upon giving seven (7) days' written notice.
16. Any claim or controversy arising out of this contract shall be submitted to the State Title I office and resolved under NDE Rule 61, if necessary.
17. All records, reports, documents, and other material delivered to or transmitted to the Board, its agent, or the Nebraska State Department of Education by the Provider shall remain the property of the Board/State.
18. This agreement shall be effective on the day and the date first above written and shall expire on _____, unless extended or canceled as provided herein.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

Witnesses:

Board of _____

By _____

Title: _____

By _____

(Signature of Provider)

Printed Name: _____

Printed Title: _____

ATTACHMENT F: GENERAL CONTRACTOR INFORMATION

SCHOOL BOARD OF

CONTRACTOR: (Name)

(Address)

(City, State, Zip)

(Phone Number)

(Taxpayer Identification Number)

If the contractor is a company, print the name and title of the person authorized to sign contract:

TIME PERIOD: Start Date: _____ Completion Date: _____

PAYMENT AMOUNT: \$ _____

PAYMENT TERMS:

Payment shall be completed on a monthly basis. The payment will be calculated by dividing the total amount for the student(s) whom the Provider is serving by the number of months in the contract. Payment shall be due by the ____ of the month following the progress reporting to the district for each student on the ____ of the month prior. If a student has a partial month in the contract, the amount will be prorated for the partial month. If a student is absent and no services are provided, the district may deny payment for that time.

SOURCE OF FUNDS: _____ (Title I Accountability Funds)

SCHOOL RECEIVING SERVICES: _____

BOARD REPRESENTATIVE: _____

I certify that the above taxpayer identification number is true and correct.

(Signature of Provider)

Title

ATTACHMENT G: SCOPE OF SERVICES

(Attach a separate sheet if necessary.)

1. Statement of Work:

The Provider will meet with parents and district personnel to develop statements of specific achievement goals for the student who will receive services from the Provider through the Supplemental Educational Services program.

The Provider will provide Supplemental Educational Services on a regular basis for the duration of the contractual period.

The Provider will follow the Individual Learning Plan as developed with parents and district personnel. The Provider will measure student progress using pre- and post-testing which is consistent with state content standards and the objectives set in the Individual Learning Plan documents.

An objective will not be considered “met” until at least an 80% mastery rate is demonstrated by the student. All objectives for a goal must be met for the goal to be met.

The Provider will provide services that are aligned with the student’s Individual Learning Plan in the case of Special Population students.

The Provider will provide services that will allow the timetable written in the Individual Learning Plan to be met.

The Provider will present Progress Reports to parents and teachers/schools on a monthly basis. The parent’s copy of the report will be mailed to the parents by the ____ of each month of the contract. The school’s copy can be mailed or hand-delivered by the ____ of each month. (In the event that the ____ of the month falls on a weekend or holiday, the prior workday will be the report day.) The Provider will send one copy of the Progress Report and the student’s sign-in sheet as documentation to the district representative so that Provider contract payment can be made. If parents or teachers desire more frequent reporting to them, the Provider may agree to provide additional reports as a part of the Individual Learning Plan.

2. Key Personnel:

The Provider will employ individuals in keeping with the non-discrimination clause of the contract.

The individuals who will serve the students for Supplemental Educational Services must meet all of the criteria for the district’s volunteers in the schools, including a criminal background check. The cost of the background check will be the expense of the Provider or the individual, not of the Board.

(Each district should add its policy/website to this document.)

ATTACHMENT H: MONITORING PLAN

(Attach a separate sheet if necessary.)

1. Goals and Objectives:

The goal of this program is the demonstration of increased student achievement. The Provider will use strategies consistent with objectives as written in the Individual Learning Plan and will use assessment to verify student achievement. Individual Learning Plans must be aligned to State Academic Standards.

The monthly student progress reports and the final summary report will be used to determine the effectiveness of the Provider in increasing student achievement.

The Individual Learning Plan and the Final Summary Report will be signed by the parent, the school representative, and the Provider so that consultation is evident.

2. Delivery or Performance Schedule:

The Provider will determine with the school and the parent the time requirement for meeting the goals within the budget of the district as determined in the *No Child Left Behind Act of 2001*.

3. Plan for Performance Measurement:

The Provider will complete assessments to determine objective completion. Reporting to parents and schools will include the results of assessments with strengths and weaknesses being stressed.

4. Contract Monitoring Plan:

The district representative will be responsible for obtaining monthly and final reports from the Provider. The school or the district representative can monitor other functions of the program.

**ATTACHMENT I: SUPPLEMENTAL EDUCATIONAL SERVICES INDIVIDUAL
LEARNING PLAN PROGRAM INFORMATION**

Name of Service Provider:

Date of Meeting:

Name of Student:

Date of Birth:

School: Grade of Student::

Area(s) of Concern: Reading Language Arts Mathematics

Type of ILP: Initial Review Termination

(Complete the attached Individual Learning Plan form for each subject area.) If the student is already placed in a program at the school for ELL (English Language Learner), or a program which requires an Individualized Education Program (IEP), that information should be considered and appropriate alignment made by the Supplemental Services Provider if parental consent for release of the information is given.

Names/Titles of Meeting Participants:

Service Provider:

School or District Representative:

Parent(s):

Student::

Student's Classroom Teacher:

Other (Specify position):

Supplemental Educational Services
Individual Learning Plan
Page 2

General Student Information: (Include strengths, parent/school concerns, assessment results, evaluation results and other information pertinent to service needs and provision.)

SAMPLE

Program Description: (Provide a description of the individualized instructional program which will meet the needs of the student. Include specific strategies that will be used with the student.)

**ATTACHMENT J: SUPPLEMENTAL EDUCATIONAL SERVICES INDIVIDUAL
LEARNING PLAN GOALS AND OBJECTIVES**

Name of Service Provider: _____

Individual Completing Form: _____

Name of Student: _____ Date of Birth: _____

Name of School: _____ District: _____

Need Area: Reading/Language Arts Math

Current Level of Performance: (State in specific terms based on tests or other measurable data.)

Project Goal _____

Method of Measurement:

Projected Completion Timeline for the Goal:

Individual Learning Plan
Goals and Objectives
Page 2

Measurable Short-Term Objectives:

1. Objective:

Evaluation Criteria:

Projected Completion Date:

2. Objective:

Evaluation Criteria:

Projected Completion Date:

(Add additional pages if more objectives are needed in this area.)

ATTACHMENT K: SUPPLEMENTAL EDUCATIONAL SERVICES INDIVIDUAL LEARNING PLAN SUMMARY OF SERVICES

Name of Service Provider: _____

Name of Student: _____ Date of Birth: _____

The following services will be provided for _____

Name of Student

Area(s) of service provision: _____

Area	Service Period		Goals/Objectives Provided?	
<input type="checkbox"/> Reading	From _____	To _____	Yes	No
<input type="checkbox"/> Language Arts	From _____	To _____	Yes	No
<input type="checkbox"/> Mathematics	From _____	To _____	Yes	No

Monthly progress reports are required from the Provider to parents and district/teachers. If more frequent reporting is needed, reporting will be accomplished on a ___ basis for this student.

Comments:

Signature indicates agreement with the Program, as described on pages 21-28.

Signature of Service Provider _____

Signature of Parent/Guardian _____

Signature of Student (optional) _____

Signature of Teacher /School Representative _____

ATTACHMENT L: SUPPLEMENTAL EDUCATIONAL SERVICES FORM TO COLLECT ATTENDANCE AND TRACKING DATA

Student's Name: _____ Birth date: _____

District: _____ School: _____

Date of Supplemental Educational Service provided: _____

The following goals and objectives were covered as written in the Individual Learning Plan:

Goal: _____ (Reading, Language Arts, Math)

Objective:

_____ Results: _____

_____ Results: _____

_____ Results: _____

(Make additional copies per goal.)

(Student's Signature)

(Provider's Signature)

**ATTACHMENT M: SUPPLEMENTAL EDUCATIONAL SERVICES INDIVIDUAL
LEARNING PLAN PROGRESS REPORT**

Name of Service Provider: _____

Name of Student: _____ Date of Birth: _____

Report Date: _____

(Reports must be sent in accordance with the Individual Learning Plan.)

Area of Service Provision: (Use a separate form for each service area and each goal):

Reading/Language Arts

Mathematics

Project Goal for Service Area:

Measurable Short-term Objectives:

Objective	Progress Period	Date Mastered

Date: _____

Area of Need: _____

COMMENTS:

SAMPLE

Provider's Signature _____

Date Sent to Parents: _____

**ATTACHMENT N: SUPPLEMENTAL EDUCATIONAL SERVICES SUMMARY REPORT
TO PARENTS BY THE PROVIDER**

(This report is sent to parents and teacher/school at the completion of the program time as set up in the Provider Contract or the completion of all objectives, whichever comes first.)

Name of Student: _____ Birth date: _____

Date of this Report: _____

AREA OF NEED:

1) Reading/Language Arts Math

Goal: _____

Date goal met: _____

If the goal was not met, explain what was not accomplished:

2) Reading/Language Arts Math

Goal: _____

Date goal met: _____

If the goal was not met, explain what was not accomplished:

3) Reading/Language Arts Math

Goal: _____

Date goal met: _____

If the goal was not met, explain what was not accomplished:

SAMPLE

Date of Report: _____

Signature of Provider _____

Signature of Parent _____

Signature of School Representative _____

(All parties will retain copies of this document.)