



**south dakota**  
DEPARTMENT OF EDUCATION  
**Learning. Leadership. Service.**

# Supplemental Educational Services

## Guidance and Toolkit

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## **Background**

As part of the federal **No Child Left Behind Act** (NCLB) of 2001, any school district with a school that is in Level 2, 3, 4, or 5 of School Improvement shall arrange for the provision of supplemental educational services to eligible children in the school from a provider with a demonstrated record of effectiveness or a high probability of success, and that is selected by the parents in cooperation with the school district of residence and approved for that purpose by the State educational agency [Section 1116(e)(1)].

Supplemental educational services are additional academic instruction offered outside of the regular school day and designed to increase the academic achievement of low-income students in low-performing schools. These services may be tutoring or other educational services that provide additional academic assistance to students. Supplemental services must be of high quality, research-based, and specifically designed to increase the academic achievement of eligible children.

## **Purpose**

The **No Child Left Behind Act** requires that the state promote maximum participation by providers to ensure that parents have as many choices as possible. The state-approved list will be updated at least annually. Each year, there will be an opportunity for new providers to demonstrate that their organization meets the requirements. Providers of supplemental services can also be removed from the list annually.

It is expected that instruction will be in the areas of reading and mathematics in order to help students achieve South Dakota's content standards in reading and mathematics, as demonstrated by improved State assessment scores. Adequate Yearly Progress (AYP) is calculated for both reading and mathematics in all public schools in the state of South Dakota based on results of the Dakota State Test of Educational Progress (Dakota STEP).

## **Responsibilities of the State (SEA)**

The SEA has a number of responsibilities in ensuring that eligible students receive additional academic assistance. The SEA must identify providers, maintain a list of providers, and monitor services [Section 1116(e)(4)]. Specifically, the SEA must:

1. Consult with parents, teachers, LEAs, and interested members of the public to promote maximum participation by providers to ensure, to the extent practicable, that parents have as many choices as possible.
2. Provide and disseminate broadly, through an annual notice to potential providers, the process for obtaining approval to be a provider of supplemental educational services.
3. Develop and apply objective criteria for approving potential.
4. Maintain an updated list of approved providers, across the State, by school district, from which parents may select.

5. Develop, implement, and publicly report on standards and techniques for monitoring the quality and effectiveness of services offered by approved supplemental educational services providers, and for withdrawing approval from providers that fail, for two consecutive years, to contribute to increasing the academic proficiency of students served by the providers.

An SEA should also give school districts a list of approved providers in their general geographic locations.

## **Responsibilities of the District (LEA)**

Participating school districts are required to:

- ◆ Identify eligible students (Eligible students are all students from low-income families who attend Title I schools that are in Level 2 of school improvement, Corrective Action, or in restructuring.)
- ◆ Notify parents as soon as possible after the start of school (in an understandable and uniform format, and, to the extent practicable, in a language the parents can understand) of:
  - The availability of supplemental educational services
  - The approved providers whose services are available to their students
  - A brief description of the services, qualifications, and demonstrated effectiveness of each approved provider to assist the parent in selecting a provider
- ◆ Contact providers selected by the parents and enter into a contractual agreement on behalf of the student
- ◆ Enter into an agreement that:
  - Specifies achievement goals for student
  - Description of how the student progress will be measured
  - Timetable for improvement
- ◆ Ensure that eligible students with disabilities under IDEA and the students covered under Section 504 receive appropriate services with proper accommodations
- ◆ Ensure that eligible students who have limited English proficiency receive appropriate services with language assistance
- ◆ Help monitor the “Responsibilities of the Approved Provider”.
- ◆ Apply fair and equitable procedures for serving students if the number of spaces at approved providers is not sufficient to serve all students
- ◆ Do not disclose to the public the identity of any student who is eligible for, or receiving, supplemental educational services without the written permission of the parents of the student

Please note: Districts are NOT required to provide transportation to those services offered away from the school location. Districts also are not required to provide space or resources (i.e., computer, copies, staff). A provider may contract with a district/school if they choose to enter into an agreement with a provider. However, a district may require additional fees for the use of space and equipment, and the provider must ensure that there will be on-site supervision of students.

## Managing SES

In order to fully implement SES, the district should designate someone to be in charge of implementing the program. The duties of this position would start with identifying eligible students and contacting their parents about available services. An initial letter must be sent to parent of all eligible students. The letter must include information about each of the providers and an application/registration form for Free Tutoring services. Once the initial contact with parents has been completed, at least one follow-up contact should be made. This could be in the form of a meeting, a phone call, a postcard, flyers sent home with students, etc.

Applicable providers for the district must be contacted in early August. This initial contact should be to get to know the providers, find out any restrictions such as minimum number of students required to provide services; find out where services will be provided and if transportation is provided; and to get the initial contract between the district and provider started.

Once parents have decided on a provider for their student, the district must, with the help of the provider, parent(s) & teacher(s), develop an agreement that consists of a student learning plan.

When the learning plans have been developed and services have started, the district must help monitor providers and the implementation of each learning plan. Providers are required to provide progress reports to parents, and teacher. Teachers must be kept up-dated on the progress of their students as they are a part of the student's team.

At the end of the services, providers are required to provide a report to the district on the improvement of each student. The district is then required to provide information to the state on each student.

## Timeline

Below is the timeline for providing Supplemental Education Services (Free Tutoring). Information about each of these tasks is provided in other sections of this guidance.

| <b>SES Timeline</b>  |                        |                           |
|--|------------------------|---------------------------|
| <b>Task</b>  | <b>Time frame</b>      | <b>Person Responsible</b> |
| Assign SES District and/or Building coordinator                    | Spring or Early fall   | District                  |
| Draft parent letter  | Spring or Early fall   | District                  |
| Email draft letter to SD DOE for validation of require information | First week in August   | District                  |
| Participate in SES Provider Webinar                                | Early August           | State sponsored           |
| Contact providers  | Early August           | District                  |
| Secure Contracts with each viable provider                         | Early August           | District & provider       |
| Identify eligible students   | Early August           | District                  |
| Notify parents   | By First week in Sept. | District                  |
| Provide second notice to parents                                   | Aug/Sept               | District                  |
| Assign students to provider  | Aug/Sept               | District                  |
| Develop student learning plan                                      | Aug/Sept               | District/parent/provider  |

|   |  |                     |
|---|--|---------------------|
| Send copy of student learning plan from each provider to SD DOE | Sept/Oct   | district            |
| Services Begin  | By Oct 1 <sup>st</sup> (if possible)                                       | provider            |
| Communication with parents, school & district                   | On-going   | provider            |
| Monitor providers and districts                                 | Oct - end of services  | District and SD DOE |
| Progress reports  | Ongoing  | provider            |
| Provide report to state   | End of May or conclusion of program. No later than June 30 <sup>th</sup> . | District            |

### **Identifying Eligible Students**

It is the district's responsibility to identify student eligible to participate in SES. Only students from low-income families are eligible for SES services. The district must determine family income on the same basis that the district uses to make allocations to schools. [Regs. 200.45 (b)(1-2)] [SES Guidance F1 - F-7]

Districts may only prioritize eligible students if the amount of funds available for SES is insufficient to provide services for each student show parents request these services. Priority must them be given to the lowest-achieving of the low-income students. [Regs 200.45 (d)]

### **Parent Notifications**

Parent notification must be sent before the start of school or soon after the start of school (by the first week in September). The district must use the best information available to them at that time. If student's status changes and is no longer eligible for services due to not meeting the low-income criteria, the district must notify both the parents and the provider.

A draft letter needs to be sent/mailed to SD DOE to verify all necessary information has been included. This should be completed the first part of August. When the district sends the letter to parents, a copy of the same letter will also be sent to the SD Department of Education, including any enclosures. Sending only the initial letter, however, it not enough. The district will need to make an effort to contact those parents who do not respond to the initial letter. Post cards, flyers, brochures, phone calls, open house meeting and many other forms of communication can be used. [SES Guidance G-1 thru G-3, G-6]

### **Letter Requirements**

The necessary information in the letter includes identifying each viable provider, a description of their services, a procedure and timeline for selecting a provider, and a registration form. This information must be in an understandable format which include in a language parents can understand. Using the terminology 'Free Tutoring' makes it easier for parents to understand. [NCLB Section 1116 (e)(2)(A)] [Guidance G-2, G-3]

Parent registration forms have been created by SD DOE with a list of the viable providers for each district. These registration forms can be found on the SD SES

website as well as on the SES toolkit disk that is distributed to each district with a school that must offer SES.

## **Contracts**

An initial contract with each provider should be entered into even before assigning students to the eligible providers. This gets services to kids much sooner as the district and provider are not waiting to iron out the details of the contract.

This initial contract contains those contractual items that would apply to all student the provider may be working with such as maximum per pupil amount, the location where services will be provided, means of transporting students to the place of instruction, provision for termination of such agreement, provision for payment of services, and an assurance that the identity of any student eligible for SES will not be disclosed without the written permission of the parents. [NCLB Section 1116 (e)(3)(C-E)] [SES Guidance H-1]

The district must assure that payment is being made only for those services that have been provided. A one time payment at the beginning of the program is not an acceptable practice.

Districts may want their school lawyers to look at these contracts.

A sample contract is included in this toolkit.

## **Agreements**

After students have been assigned to a provider, a student learning plan must be developed with input from parents, the school, and the provider. The learning plan must contain goals and objectives, description of how progress will be measured, a timetable for improvement, and a description of how parents, teachers, the school and district will receive information on the student's progress. If all entities can not be present at the time the learning plan is developed, then provisions must be made in which all entities agree upon the learning plan. [Regs 200.46 (a)(6)(b)(2)] [NCLB Section 1116 (e)(3)] [SES Guidance H-2]

Districts are required to send in a copy of a student learning plan for each provider as soon as they have been developed.

## **Monitoring**

SD DOE will be asking the districts for help in monitoring the SES providers. This monitoring may be in the form of emails, surveys to parents, staff and students; progress reports from providers, on site visits to the providers, and others.

State contracted personnel will be contacting districts and providers for reporting information and to offer technical assistance.

End of year/end of program reports are due to the districts by May 31 or upon completion of services. Districts are then required to send a report to SD DOE. A copy of the end-of-year report can be found on the SD SES website listed in the resource section of this guide.

## **Making SES Work**

Districts should employ different strategies to make SES work in their district such as: putting someone at the district level in charge of overseeing SES, someone who does the follow up work:

- follow-up with parents who have not returned their registration form,
- follow-up with providers in getting contracts and agreements in place;
- follow-up on communication between providers, parents and school personnel;
- follow-up on billing and payments to ensure expenditures match services provided and providers aren't going over the per-pupil amount, and
- follow-up on end-of-services reports and surveys.

Other strategies that will increase use of SES providers are:

- try to coordinate transportation with other after school activities, such as sports activity bussing,
- coordinating SES with other after school programs,
- agreements with provider for use of district facilities, and
- access to staff as possible tutors also help in making SES programs successful.

While it is NOT the districts responsibility to find tutors for providers, it is appropriate to let staff know that it is okay to work as a tutor for one of the providers.

## **Complaint Procedure**

Since a complaint implies a lack of cooperation between the district and the person or group with a grievance, or visa versa, it is advisable to first consult with the district administration or administer of the program about the alleged violation. Only when this course of action fails to produce results should a formal complaint be filed with the SEA.

Visit the state's NCLB website to download a copy of the state's complaint procedure. <http://doe.sd.gov/nclb/index.asp>

## **Resources**

There are many resources available to district in helping to implement SES. A few of those resources are listed below.

SD SES Homepage: <http://doe.sd.gov/oess/SES.asp>

Center on Innovation & Improvement: [www.centerii.org](http://www.centerii.org)

## Responsibilities of the Provider

Entities included on the Approved Supplemental Services Provider list are required to do the following:

- ◆ Ensure the instruction provided is aligned with South Dakota academic achievement standards and in the case of a student with disabilities, is consistent with the student's individualized education program (IEP) under section 614(d) of the Individuals with Disabilities Education Act
- ◆ Provide parents of children receiving supplemental educational services and the appropriate school with information on the progress of the children in increasing achievement in a format and, to the extent practicable, in a language that such parents can understand
- ◆ Ensure all individuals who will interact with students are fingerprinted and background checked pursuant to procedures set forth in SDCL 13-10-12
- ◆ Enter into an agreement with the local school district that includes:
  - A statement of specific achievement goals for each student receiving supplemental educational services based upon the specific educational needs of the child
  - A description of how student progress will be measured
  - A timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's individual education program
  - A description of the research based program to be utilized with specific references
  - A description of the way in which the reading program aligns to scientifically based reading research
  - The amount of instructional time to be provided
  - The location where services will be provided
  - The means of transporting children to the place of instruction if the services will be provided in a location other than the student's school
  - A description of how parents, teacher(s) and the school district will be regularly informed of student progress
  - Provisions for the termination of such agreement
  - Provisions for the payment for services to the provider by the school district
  - An assurance from the provider that the identity of any student eligible for or receiving, supplemental educational services will not be disclosed without the written permission of the parents of the student
  - The qualifications of staff responsible for the delivery of the instructional program
- Submit to the LEA a final written report that summarizes the individual academic progress of each student provided with supplemental services
- Comply with district employee requirements (some districts require fingerprinting and background checks of all employees)

## Marketing

Providers may market their services directly to members of the community or provide general information to the public about the availability of SES. Marketing can be accomplished in many forms such as flyers, brochures, newspaper ads, radio ad, etc. [SES Guidance H-20]

Providers may NOT use signing incentives or signing bonuses. Incentives may be used for attendance; however these incentives must in of an educational nature.

SD DOE sponsors an SES Webinar for providers prior to the start of the new school year. Providers are given an opportunity to communicate with each other and the state during the webinar.

## **Contracts**

This initial contract contains the contractual items that would apply to all student the provider may be working with such as maximum per pupil amount, the location where services will be provided, means of transporting students to the place of instruction, provision for termination of such agreement, provision for payment of services, and an assurance that the identity of any student eligible for SES will not be disclosed without the written permission of the parents. [NCLB Section 1116 (e)(3)(C-E)] [SES Guidance H-1]

The provider is reminded to include any assessment charges into the hourly rate as a separate assessment fee is not allowable.

## **Student Learning Plans**

A student learning plan must be developed with input from parents, the school, and the provider. The learning plan must contain goals and objectives, description of how progress will be measured, a timetable for improvement, and a description of how parents, teachers, the school and district will receive information on the student's progress. If all entities can not be present at the time the learning plan is developed, then provisions must be made in which all entities agree upon the learning plan. [Regs 200.46 (a)(6)(b)(2)] [NCLB Section 1116 (e)(3)] [SES Guidance H-1]

## **Communication**

Communication is the key to making SES work. Districts and providers must communicate with each other. Communication must also be extended to the parents and teachers of students receiving supplemental educational services.

Each district has a person in charge of SES. This is the person the providers should start communications with. The District SES coordinator will then let the providers know whom else they should be communicating with which will include parents, teachers and principals.

Providers should also provide districts with a single point of contact, that one person with whom districts will always communicate.

## **Student Evaluation**

Providers are required to measure the student's progress. The tools the provider uses needs to be communicated to the district and should be included in the student's learning plan. Results from these pre and post evaluations will be reported to the districts who in turn will report that information to the state.

Providers are further required to regularly inform the student's parents and teachers of this progress. This communication can be in the form of periodic progress reports, emails, phone calls, face to face communication and more. [SES Guidance J-1]

### **Monitoring**

Districts will be helping in monitoring the SES providers. This monitoring may be in the form of emails, surveys to parents, staff and students; progress reports from providers, onsite visits to the providers, and other means.

End of year/end of program reports are due to the districts by May 31 or upon completion of services. District reports are due to the state no later than June 30<sup>th</sup>. Providers will also send copies of their reports to the state.

### **Role of the Parent**

Parents/guardians have the responsibility to:

- Select the best provider for their student
- Help in developing and identifying specific academic achievement goals for the student, measures of student progress, and a timetable for improving achievement
- Ensure that their children attend the supplemental services sessions in which they are enrolled

[SES Guidance I-1 - I-3]

## **Policy for Removal**

### **South Dakota Department of Education Policy for Removal of Supplemental Educational Service Providers from the State Approved List**

The State Education Agency is required to monitor the quality and effectiveness of state approved Supplemental Educational Service (SES) providers in accordance with Public Law 107-110 Section 1116(e)(4)(D) of Title I Part A of No Child Left Behind, corresponding regulation 200.47(a)(4)(ii), and South Dakota Administrative Rule 24:42:02:48. The South Dakota Department of Education (SD DOE) has developed the following policy for removal of SES providers from the state approved list.

The SD DOE will withdraw approval for SES providers that fail, for two years, to contribute to increasing the academic proficiency of students to whom they provide services. Providers that fail to meet any of the other provider requirements or assurances may be removed from the approved list. Failing to operate in accordance with certain provider responsibilities or assurances will constitute grounds for immediate removal from the state-approved list.

#### ***Procedure***

The South Dakota Department of Education will use the following procedure for removal from the state approved provider list.

##### *Gathering Information*

- ♦ DOE reviews submitted district and provider reports along with its own monitoring reports.
- ♦ DOE reviews evaluation reports from a third-party evaluator.
- ♦ Potential violations cited.
- ♦ District and parent complaint through the district received by DOE

##### *Evaluation of Information*

- ♦ Notification to provider of complaints and/or violations
- ♦ DOE further investigates alleged violations.
- ♦ Committee convened to review findings if warranted. Recommendations provided to DOE.
- ♦ DOE renders decision for removal based upon findings and committee recommendations.

##### *Resulting Action*

- ♦ First violations for the provider will be noted and the provider is informed of the decision.
- ♦ If the offence is the second violation in two years, the provider's approval status will be removed. Provider may appeal the decision through the appeals process.
- ♦ Decision and timeline for appeal process communicated to the provider.
- ♦ Removal from the state approved provider list. Provider will be immediately notified.
- ♦ Districts will be immediately notified of provider's removal from state approved list.
- ♦ Provider may reapply during the application next window.

##### *Application Review Committee*

The Committee to review the findings will consist of DOE staff, Committee of Practitioners, School Support Team members, and representation from Title I

districts with schools with experience with Supplemental Educational Services. The Committee will make recommendations to the South Dakota Department of Education.

### ***Appeals Process***

If a provider believes that removal from the state's approved SES provider list is unwarranted due to statistical or other substantive reasons, the provider may submit evidence to the SD DOE to support such belief.

#### *Appeal*

- The provider will submit a letter and supporting evidence to the DOE indicating the appeal no later than ten working days after receipt of the notice of removal.
- The Department of Education will review the evidence provided.
- Based on the evidence, the Department of Education may either rescind or retain its decision to remove the provider from the list.
- If the decision for removal stands, the Department of Education will activate the appeals committee and inform the provider of details of the appeals committee review.

#### *Appeals Committee Review*

- The provider will be given the opportunity to present evidence in person, by written correspondence, or by conference call to the appeals committee.
- The appeals committee will notify the Department of Education of its decision within 10 working days after the review.
- The appeals committee's decision is final.
- The Department of Education will notify the provider of the appeals committee's decision within 20 days of the review.

#### *Appeals Committee*

The appeals committee will consist of 3 to 5 members representing state practitioners with expertise in Title I Part A programs. Members of the appeals committee will be neutral to the SES process; they are not part of the application approval process, nor represent a district where services from the provider have been used.

### ***Timeline***

Providers will be evaluated throughout the school year. If violations are cited, the review committee will be convened in a timely manner in order that removal from the state's approved provider list, if necessary, takes place prior to the start of the school year. Violations of certain requirements may constitute immediate removal. Department of Education retains the right to convene the review committee on an as-needed basis through out the year.

### **Assurances and Signatures Form**

In submitting this application to be included on the South Dakota Department of Education Approved Supplemental Services Provider List, I certify that:

1. The provider will provide parents of children receiving supplemental education services under Public Law 107-100, Section 1116(e) and the appropriate LEA with information on the progress of the children in increasing achievement in a format and, to the extent practicable, a language that the parents can understand.

2. The provider will respect the confidentiality of students in the program and share information on the student only with appropriate school personnel and parents.
3. The provider will meet all applicable federal, state, and local health, safety, and civil rights laws.
4. The provider will ensure that all instruction and content offered in the supplemental services program offered through Public Law 107-110, Section 1116(e) are secular, neutral, and non-ideological.
5. The provider is financially sound and will be able to provide complete services to the student and the school.
6. The provider will collaborate with the local school to assure alignment to the student's instructional program and assist the students in reaching the state's high academic content standards.
7. The provider has liability insurance.
8. If requested, copies of background checks of all employees/tutors will be made available to school districts.

### **Monitoring**

The South Dakota Department of Education, in cooperation with the applicable school districts, is required to monitor the quality and effectiveness of the services offered by providers and to assure that all provider requirements have been met. SEA monitoring will be conducted through contact with local school districts to evaluate the effectiveness of providers. A third-party evaluation will also be conducted to determine effectiveness of provider services. Providers will need to reapply on a two-year cycle.

## References

### **Statute -- NCLB Title I Part A -- 1116 (e)(4)(D):**

(4) STATE EDUCATIONAL AGENCY RESPONSIBILITIES– A State educational agency shall-

(A) in consultation with local educational agencies, parents, teachers, and other interested members of the public, promote maximum participation by providers to ensure, to the extent practicable, that parents have as many choices as possible;

(B) develop and apply objective criteria, consistent with paragraph (5), to potential providers that are based on a demonstrated record of effectiveness in increasing the academic proficiency of students in subjects relevant to meeting the State academic content and student achievement standards adopted under section 1111(b)(1);

(C) maintain an updated list of approved providers across the State, by school district, from which parents may select;

(D) develop, implement, and publicly report on standards and techniques for monitoring the quality and effectiveness of the services offered by approved providers under this subsection, and for withdrawing approval from providers that fail, for 2 consecutive years, to contribute to increasing the academic proficiency of students served under this subsection as described in subparagraph (B); and

(E) provide annual notice to potential providers of supplemental educational services of the opportunity to provide services under this subsection and of the applicable procedures for obtaining approval from the State educational agency to be an approved provider of those services.

### **Regulations -- NCLB Title I Part A 200.47 (a)(4)(II):**

§200.47 SEA responsibilities for supplemental educational services.

(a) If one or more LEAs in a State are required to make available supplemental educational services under §200.39(b)(3), §200.42(b)(3), or §200.43(b)(2), the SEA for that State must do the following:

(1)(i) In consultation with affected LEAs, parents, teachers, and other interested members of the public, promote participation by as many providers as possible.

(ii) This promotion must include annual notice to potential providers of--

(A) The opportunity to provide supplemental educational services; and

(B) Procedures for obtaining the SEA's approval to be a provider of those services.

(2) Consistent with paragraph (b) of this section, develop and apply to potential providers objective criteria.

(3) Maintain by LEA an updated list of approved providers, including any technology-based or distance-learning providers, from which parents may select.

(4) Develop, implement, and publicly report on standards and techniques for--

(i) Monitoring the quality and effectiveness of the services offered by each approved provider; and

(ii) Withdrawing approval from a provider that fails, for two consecutive years, to contribute to increasing the academic

proficiency of students receiving supplemental educational services from that provider.

**Administrative Rules: (4)(b)**

24:42:02:48. Department responsibilities for supplemental educational services. If one or more school districts are required to make available supplemental educational services to schools in level 2 school improvement under § 24:42:02:54, corrective action under § 24:42:02:55, or restructuring under § [24:42:02:59](#), the department will:

- (1) Consult with the school districts, parents, teachers, and other interested members of the public, promote participation by as many providers as possible, including annual notice to potential providers of the opportunity to provide supplemental educational services, and procedures for obtaining the department's approval to be a provider of those services;
- (2) Consistent with § 24:42:02:43, develop and apply objective criteria to potential providers;
- (3) Maintain an updated list of approved providers across the state, by school district, from which parents may select;
- (4) Develop, implement, and publicly report on standards and techniques for:
  - (a) Monitoring the quality and effectiveness of the services offered by each approved provider; and
  - (b) Withdrawing approval from a provider that fails, for two consecutive years, to contribute to increasing the academic proficiency of students receiving supplemental educational services from that provider;
- (5) Ensure that students with disabilities as defined in § 24:05:24.01:01 and students covered under Section 503 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, as amended by the Rehabilitation Act Amendments of 1974, Pub. L. No. 93-516, 29 U.S.C. 794, January 8, 2002, receive appropriate supplemental educational services and accommodations in the provision of those services; and
- (6) Ensure that eligible students who have limited English proficiency receive appropriate supplemental educational services and language assistance in the provision of those services.

**Source: 30 SDR 181, effective May 20, 2004.**

**General Authority: SDCL [13-3-67](#), [13-3-69](#).**

**Law Implemented: SDCL [13-3-67](#), [13-3-69\(13\)](#).**

**SAMPLE  
DOCUMENTS:**

# Sample SES Letter #1

DATE

Insert School District and Campus Name and/or letterhead

Dear Parent/Guardian,

Help your child succeed in school – sign up for FREE SES Tutoring. This is a great opportunity to help your child in school with out any cost to you. As a result of the federal Elementary and Secondary Educational Act (No Child Left Behind), your child can receive academic tutoring to help him or her do better in school

You may choose a free tutoring program that best meets your child’s needs from the list of approved tutoring programs in your area. These programs, which have been approved by the State of South Dakota’s Department of Education, will provide your child with tutoring that is coordinated with what is being taught in school and may help improve your child’s academic skills.

In the even the number of requests for this free tutoring exceeds the amount of money the district has to for SES tutoring services, the district will set priorities in order to determine which eligible students have the greatest academic need.

Research from the federal government has shown that students who participated in this free tutoring program made significant gains in student achievement, and those students who participated in multiple years did even better.

Please read through the enclosed booklet to learn about the available tutors for your child and then fill out the registration form and return it to the school by ***insert date***. When deciding which FREE tutoring program is best for you child, you may want to ask these questions:

- When and where will the tutoring take place?
- How often will your child be tutored?
- What type of instruction will be used?
- Can the tutor help if your child has a learning disability or is learning English?

If you have any questions, please call ***insert contact information***.

Enclosures: Provider Descriptions  
SES Enrollment form

## Sample SES Letter #2

(District Letterhead)

(Date)

Dear Parent/Guardian:

Help your child succeed in school – sign up for FREE SES Tutoring. Your student, (**student's name**), is eligible to receive Supplemental Educational Services this academic year. As a result of the federal Elementary and Secondary Education Act (ESEA), your child's school must offer these FREE services. The tutoring will be in addition to the instruction that your student receives during the school day and could be of great benefit to your student.

You are being given the choice of selecting a program available through these state-approved providers. The goal is to help your student increase academic achievement in reading and math.

This notification letter is being sent to you in accordance with the ESEA law. Students in Title I schools are eligible for this program based on family income and attendance at a school that is in its second year of school improvement, is in corrective action, or is identified for restructuring.

A description for each state approved provider in your area is included with this letter, along with a registration form. 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)



Sample Contract 1

Please work with district legal representation to finalize contracts.  
THIS IS ONLY A SAMPLE.

**Sample Contract**

**CONTRACT AND SERVICE AGREEMENT BETWEEN**

---

**Company B**  
**Address**  
**Name of Contact**  
**Social Security Number/Federal Identification Number/Unified Business Number**  
**AND**  
**School District**  
**Name of Direct Contact**

---

RE: Provision of supplemental services for (student to be named later).

This Agreement is made as of \_\_\_\_\_ (date), between \_\_\_\_\_, a(n) \_\_\_\_\_ (insert state name) \_\_\_\_\_ (corporation, partnership, individual) with offices at (insert city and state names), hereafter referred to as "Provider", and \_\_\_\_\_, (school district), hereafter referred to as "District" located in \_\_\_\_\_, (state), \_\_\_\_\_ county.

**Recitals**

- A. Provider has developed, [in collaboration with the \_\_\_\_\_. (District, Educational Service District, others)], certain unique educational subject matter, systems, designs, organization models, curricula, materials, guidelines, tests, and/or programs.
- B. Provider has applied to and been approved by the South Dakota Department of Education and is authorized to use above referenced subject matter to provide instruction and/or services to students to supplement instruction provided in the district.
- C. District wishes to engage Provider to provide said instruction and services to students whose parents have requested such supplemental educational services.

**Agreement**

NOW, THEREFORE, in consideration of the premises, the covenants, and agreements set out below, Provider and District agree as follows:

- 1. ENGAGEMENT. District hereby engages and retains Provider, who agrees to serve as consultant and service provider in connection with instructional design and delivery of supplemental instruction for the student(s) to be named.
- 2. TERM. The term of the Agreement shall be from the date of execution of the Agreement until the objectives set forth in the individual student plan(s) have been

achieved or the amount available for such services is expended or upon the expiration of one year. In no case shall the term exceed one year.

3. PROVIDER OBLIGATIONS will include:

- A. Consultation with the district, design and implementation of supplemental services to identified students including materials related thereto. Such services shall promote student learning as measured by students' increased academic performance. Such instruction will take place outside the regular school day.
- B. Provide parents of children receiving supplemental educational services information on the progress of the children in increasing achievement, in a format and, to the extent practicable, a language that such parents can understand.
- C. Determine with assistance of district and \_\_\_\_\_ (*specific schools*) specific areas of instruction and organization of instruction and materials.
- D. Ensure instruction provided and content used are consistent with that of the district and with the state of South Dakota's academic learning requirements.
- E. Meet all applicable Federal, State, and local health, safety, and civil rights laws.
- F. Ensure all instruction and content are secular, neutral, and nonideological.

4. DISTRICT'S OBLIGATIONS. District will participate and cooperate as follows:

- A. Consult with Provider and permit Provider an opportunity to determine impact on student performance and make recommendations to District in connection with individual student progress and performance.
- B. Budget funds and authorize payment of expenses to Provider.
- C. Pay within 30 days from the date of invoice submitted by Provider which is consistent with this Agreement. Total payment may not exceed \$\_\_\_\_\_ per student.

5. MUTUAL OBLIGATIONS. Both Provider and District agree to:

- A. Confer and agree to the content of any official announcements regarding this contract, its contents, objectives, and results.
- B. Promptly inform the other party of any issues and problems that may arise during the development and implementation of services.
- C. Grant permission to the other party upon reasonable request to share information regarding the services provided with other school districts, potential clients, and other organizations affiliated with or in discussion with the requesting party, consistent with the confidentiality provisions of the Family Educational Rights Privacy Act.

6. TERMINATION FOR CONVENIENCE. Except as otherwise provided in this contract, the district may, by ten (10) days written notice, beginning on the second day after the

mailing, terminate this contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Provider as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Provider. If this contract is so terminated, the District shall be liable only for payment required under the terms of the contract for services rendered or goods delivered prior to the effective date of termination.

Provider may request termination after giving ten (10) days written notice to the District. Prior to termination, Provider will provide a report containing information on the progress of the child to the District and parents. Upon receipt of said report, District will promptly make payment and the parties shall have no further obligations under this Agreement.

\_\_\_\_\_  
(Superintendent) (date)

\_\_\_\_\_  
(Provider) (date)

Approved as to form:

\_\_\_\_\_  
(Attorney for district) (date)

Sample Contract 2

Please work with district legal representation to finalize contracts.  
THIS IS ONLY A SAMPLE.

**(SAMPLE CONTRACT)**

**SES Provider and LEA Agreement**

This AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_, by and between the BOARD OF EDUCATION OF \_\_\_\_\_ (LEA) and \_\_\_\_\_ (Provider).

WHEREAS, Provider received approval from the South Dakota Department of Education to serve as a supplemental educational services provider under the No Child Left Behind Act (NCLB), and

WHEREAS, the parent/guardian of some students have chosen this provider to provide supplemental educational services to their children in accordance with the provisions of the NCLB Act; and

WHEREAS, the LEA and the provider have agreed that, with the assistance of the parent/guardian of each eligible student, they will set specific achievement goals and services for meeting said goals for each student, as well as, the manner in which progress is to be measured and reported and the timetable for achieving the said goals;

NOW THEREFORE, in consideration of the foregoing recitals and intending to be legally bound hereby, the provider and the LEA agree to the following:

**Statement of Services:** The LEA, the provider and the parent/guardian of eligible students who have chosen the provider, shall develop an Individual Student Learning Plan setting forth the specific achievement goals, the services to be provided to meet those goals, the manner in which progress is to be measured and reported and the timetable for achieving the stated goals.

**Goals and Services:** Provider shall provide services as determined by the LEA, the provider and each student's parent/guardian as stated in the Student Learning Plan.

**Measuring Progress:** Each student's progress toward the set goals shall be measured by the methods documented in the Student Learning Plan.

**Monitoring and Reporting:** Provider shall monitor each student's progress utilizing the method of measuring his or her success set forth above and shall report progress of the student toward meeting the specific achievement goals directly to the student's parent/guardian as well as the child's primary teacher by both informal and formal measures. Progress shall be reported at least every six weeks.

**Payment:** LEA shall compensate provider for tutoring services at a cost not to exceed \$\_\_\_\_\_ per student per federal fiscal year. The LEA shall pay for services provided.

**Confidentiality:** Provider shall not disclose to the public the identity of any student eligible for , or receiving, supplemental educational services under the NCLB Act without the written permission of the parent/guardian of such a student (or the student him/herself in the event the student has reached the age of majority).

**Term:** The provider shall continue to provide services according to each student's ILP, unless earlier terminated in accordance herewith, until the end of the term during which the services are first provided under this contract.

- Assurances:** The provider shall:
1. Assume full responsibility for any damages caused by this negligence or that of its employees or agents;
  2. Assume full responsibility for all payroll related items, properly account for and file any necessary returns and forms required thereof;
  3. assume full responsibility for injuries occurring to its employees while in the course of employment, and protect itself against liability therefore by means of Worker's Compensation insurance or otherwise as it sees fit; and,
  4. Comply with all laws, federal and state, which may regulate the performance of this agreement, and keep records showing such compliance, and furnish proof of such compliance as may be rightfully demanded for audit or other legitimate need.

**(May wish to include additional assurances from the original application in this section.)**

**Termination:** In the event that provider fails to meet the obligations set forth hereunder, the LEA may terminate this agreement at any time.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names to be signed on duplicated originals.

**Board of Education**

Of \_\_\_\_\_ **School District**

\_\_\_\_\_ **Provider**

By \_\_\_\_\_  
**Administrator of SES Provider**

By \_\_\_\_\_  
**Superintendent of LEA**

## Parent Confirmation of Free Tutoring Services

Student's name: \_\_\_\_\_

School: \_\_\_\_\_

According to our records, the parent/guardian of this student has selected the following agency/provider to provide FREE tutoring support through the NCLB Supplemental Educational Services:

Selected Agency/Provider: \_\_\_\_\_

I understand that:

1. The district is obligated to pay only up to \$[*insert amount*] total for the **2009-10** school year for the services I have selected. Services will end for my child when that amount is reached. If I want my child to get services beyond that amount, I understand that I will have to pay for them myself.
2. My student must regularly attend the program. If he/she is absent more than [*insert #*] times, my child will be dropped from the program.
3. Tutorial services will commence on [*insert date*] and terminate on [*insert date*] or when my child has utilized the \$[*insert amount*] allocated for his/her services support, whichever comes first.
4. Any transportation costs to and from the provider's location are my responsibility.
5. I must attend a meeting with a representative of the agency/provider and the school's representative to establish goals for my student.
6. [*Optional*] If I cancel the service with this provider during the current school year, I will not be allowed to select another provider until the next school year.

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DEADLINE:** Please return this form to us [*insert instructions, e.g., in the enclosed preaddressed envelope*] postmarked no later than [*insert date*].  
**YOUR CHILD WILL NOT BE ABLE TO RECEIVE SERVICES THIS SCHOOL YEAR IF YOU MISS THE DEADLINE.**

Sample Student/Parent/Tutor Compact

{District Name}  
{School Name}

**Student/Parent/Tutor Compact for Free Tutoring**

| Student Information  |   |  |       |            |
|--|---|--|-------|------------|
| Last Name  | First   | Middle   | Grade | Birth Date |
| Home Address: _____<br>_____   |   |  |       |            |
| Telephone: _____ (home) _____ (parent work)  |   |  |       |            |
| Emergency Contact Person: _____  |   |  |       |            |
| Emergency Contact Person Telephone: _____  |   |  |       |            |
| Requirements/Agreements  |   |  |       |            |
| <p><b>Student</b></p> <p>I understand that I will:</p> <ul style="list-style-type: none"> <li>Attend regularly and promptly</li> <li>Give 100% effort</li> <li>Complete all tasks</li> <li>Maintain good behavior</li> <li>Be courteous to my peers and teachers</li> <li>Be dropped from the program for lack of attendance, discipline, or tardiness</li> </ul> <p>Student: _____</p> <p>Date: _____</p> | <p><b>Parent</b></p> <p>I understand that I will:</p> <ul style="list-style-type: none"> <li>Ensure that my child attends regularly</li> <li>Encourage him/her to do well</li> <li>Allow the provider to use my student's test performance data</li> <li>Keep in touch with the instructor</li> <li>Provide transportation to and from the location of services</li> <li>Attend evening parent workshop provided at [<i>school name</i>]</li> </ul> <p>Parent: _____</p> <p>Date: _____</p> | <p><b>Tutor</b></p> <p>I understand that I will:</p> <ul style="list-style-type: none"> <li>Develop lessons that meet the student's needs</li> <li>Provide challenging and motivating lessons</li> <li>Monitor and report progress to school staff and the Title I office as required</li> <li>Keep parents informed of student progress</li> <li>Attend training meetings</li> </ul> <p>Teacher: _____</p> <p>Date: _____</p> |       |            |



## SES Individual Learning Plan

### SUMMARY OF SERVICES TO BE PROVIDED

(A Copy is given to parent/guardian)

|  |  |
|--|--|
| Name of Service Provider:                |  |
| Name of Student:                         |  |
| The following services will be provided: |  |
| Location of services:                    |  |

| Area                             | Service Period |     | Goals/Objective Provided?    |                             |
|----------------------------------|----------------|-----|------------------------------|-----------------------------|
| <input type="checkbox"/> Reading | From:          | To: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Math    | From:          | To: | <input type="checkbox"/> Yes | <input type="checkbox"/> 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:

Signatures indicated agreement with the Program, as described in the attached Individual Learning Plan.

Signature of Service Provider: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Teacher/School Representative: \_\_\_\_\_ Date \_\_\_\_\_

# SES Individual Learning Plan

## GOALS AND OBJECTIVE

(Complete an ILP for each NEED area -- Reading, Math)

|                                 |           |
|---------------------------------|-----------|
| Name of Service Provider:       |           |
| Individual Completing the Form: |           |
| Name of Student:                | Grade:    |
| Name of School:                 | District: |

**NEED AREA** (Reading or Math): \_\_\_\_\_

|   |
|---|
| <b>Current Level of Performance:</b> (State in specific terms based on tests or other measurable data. Pre-Test Data) |
|   |

|   |
|---|
| <b>Project Goal(s):</b> (Include goals from teacher and/or parents) |
|   |

|   |
|---|
| <b>Method of Measurement for Mastery or Program Success</b> |
|   |

|  |
|--|
| <b>Projected Completion Timeline for the Goal:</b> |
|  |

Sample Tutor/Teacher Weekly Communication

## Tutor/Teacher Weekly Communication

## FREE Tutoring Services {Provider Name}

Student's Name: \_\_\_\_\_

**LAST WEEK (Date):**

|          | Goal and/or Objective Covering | Material Covered | Identified Student Weaknesses | Suggested Remediation |
|----------|--------------------------------|------------------|-------------------------------|-----------------------|
| Teacher: |                                |                  |                               |                       |
| Tutor:   |                                |                  |                               |                       |

**CURRENT WEEK (Date):**

|          | Goal and/or Objective Covering | Material to be Covered | Anticipated Student Weaknesses | Suggested Activities |
|----------|--------------------------------|------------------------|--------------------------------|----------------------|
| Teacher: |                                |                        |                                |                      |
| Tutor:   |                                |                        |                                |                      |

## Attendance and Payment Record for SES

**Student's name:** \_\_\_\_\_ For the month of \_\_\_\_\_

**Student's address:** \_\_\_\_\_

**School:** \_\_\_\_\_

**SES Provider:** \_\_\_\_\_

**District contact person:** \_\_\_\_\_

**Tel. #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**Hourly rate** for services specified in the Individual Supplemental Educational Services Agreement: \_\_\_\_\_

**Instructor's name:** \_\_\_\_\_

**Each day, record attendance in minutes to the nearest 15 minutes. Student or parent must initial daily attendance.**

|    |    |    |                      |    |    |    |
|----|----|----|----------------------|----|----|----|
| 1  | 2  | 3  | 4                    | 5  | 6  | 7  |
| 8  | 9  | 10 | 11                   | 12 | 13 | 14 |
| 15 | 16 | 17 | 18                   | 19 | 20 | 21 |
| 22 | 23 | 24 | 25                   | 26 | 27 | 28 |
| 29 | 30 | 31 | <b>Total minutes</b> |    |    |    |

Total hours of attendance (total mins. ÷ 60) \_\_\_\_\_ x Hourly rate \_\_\_\_\_ = Total Due \_\_\_\_\_

I certify, under penalty of perjury, that the above information is true and correct.

Signature of SES rep.: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED FOR PAYMENT**

Signature of Title I Director \_\_\_\_\_

Date: \_\_\_\_\_

Sample Monthly Report of Student Progress

### Supplemental Education Services Monthly Report of Student Progress

PROVIDER \_\_\_\_\_ DISTRICT \_\_\_\_\_ SCHOOL \_\_\_\_\_ MONTH/YEAR \_\_\_\_\_

#### Reading

| STUDENT NAME | GOAL | NUMBER OF SESSIONS COMPLETED | PROGRESS TOWARD GOAL | DATE OF PROGRESS REPORT TO TEACHER | DATE OF PROGRESS REPORT TO PARENT | DATE OF PROGRESS REPORT TO STUDENT |
|--------------|------|------------------------------|----------------------|------------------------------------|-----------------------------------|------------------------------------|
|              |      |                              |                      |                                    |                                   |                                    |
|              |      |                              |                      |                                    |                                   |                                    |
|              |      |                              |                      |                                    |                                   |                                    |
|              |      |                              |                      |                                    |                                   |                                    |
|              |      |                              |                      |                                    |                                   |                                    |
|              |      |                              |                      |                                    |                                   |                                    |
|              |      |                              |                      |                                    |                                   |                                    |
|              |      |                              |                      |                                    |                                   |                                    |
|              |      |                              |                      |                                    |                                   |                                    |
|              |      |                              |                      |                                    |                                   |                                    |
|              |      |                              |                      |                                    |                                   |                                    |
|              |      |                              |                      |                                    |                                   |                                    |
|              |      |                              |                      |                                    |                                   |                                    |
|              |      |                              |                      |                                    |                                   |                                    |
|              |      |                              |                      |                                    |                                   |                                    |

DATE RECEIVED BY THE DISTRICT \_\_\_\_\_



## Student Learning Plan

### PROGRESS REPORT

|  |                |        |
|--|----------------|--------|
| Name of Service Provider:  |                |        |
| Individual Completing the Form:  |                |        |
| Name of Student:   | Date of Birth: | Grade: |
| Name of School:  | District:      |        |
| Report Date:<br>(Report must be sent in accordance with the Student Learning Plan) |                |        |

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

- Reading
- Math
- Other (name) \_\_\_\_\_

**Project Goal for Service Area:**

**Measurable Short-term Objectives:**

| Objective | Progress Period | Date Mastered |
|-----------|-----------------|---------------|
|           |                 |               |
|           |                 |               |
|           |                 |               |
|           |                 |               |

## Progress Report

Page 2

Date: \_\_\_\_\_

Area of Need: \_\_\_\_\_

### COMMENTS:

Provider's Signature: \_\_\_\_\_

Date sent to Parents: \_\_\_\_\_

Sample Form to Collect & Track Data

## Student Learning Plan

### FORM TO COLLECT & TRACK DATA

|                                 |                 |        |
|---------------------------------|-----------------|--------|
| Name of Service Provider:       |                 |        |
| Individual Completing the Form: |                 |        |
| Name of Student:                | Date of Birth:  | Grade: |
| Name of School:                 | District:       |        |
| Date of SES provided:           | Date of Report: |        |

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

|                              |          |
|------------------------------|----------|
| <b>Reading or Math Goal:</b> |          |
| <b>Objective:</b>            |          |
| 1.                           | Results: |
| 2.                           | Results: |
| 3.                           | Results: |

(Make additional copies per goal.)

---

(Student's signature)

(Date)

---

(Provider's signature)

(Date)

Sample Final Summary Report to Parents by Provider

## Student Learning Plan

### Final 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 with at least 80% mastery, whichever comes first.)

|                                 |                |        |
|---------------------------------|----------------|--------|
| Name of Service Provider:       |                |        |
| Individual Completing the Form: |                |        |
| Name of Student:                | Date of Birth: | Grade: |
| Name of School:                 | District:      |        |
| Report Date:                    |                |        |

### AREA OF NEED

|   |
|---|
| <b>1) Reading</b>   |
| Goal:   |
|   |
| Date goal was met:  |
| If the goal was not met, explain what was not accomplished: |
|   |

|   |
|---|
| <b>2) Math</b>  |
| Goal:   |
| Date goal was met:  |
| If the goal was not met, explain what was not accomplished: |

|   |
|---|
| <b>3) Other</b>   |
| Goal:   |
| Date goal was met:  |
| If the goal was not met, explain what was not accomplished: |

\_\_\_\_\_  
 (Date of Report)

\_\_\_\_\_  
 (Signature of Provider)

\_\_\_\_\_  
 (Signature of Parent)

\_\_\_\_\_  
 (Signature of School Representative)

(All parties will retain copies of this document.)

Sample Request for Withdrawal from SES  
(School Letterhead)

**Request for Withdrawal from FREE Tutoring Program**

Dear Parent/Guardian:

We have received your request to withdraw your child from participating in the Free Tutoring program with \_\_\_\_\_, Tutoring Provider. Please complete and return this form to:

School Name: \_\_\_\_\_ Principal: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_

---

**Parent/Guardian: Please complete the following information and return the form to school.**

Name of Student: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_ School: \_\_\_\_\_

Name of Free Tutoring Provider: \_\_\_\_\_

I am requesting that my child be withdrawn from the Free Tutoring Program as of \_\_\_\_\_ (date). The reasons for my request are as follows:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ I would like to consider another Tutoring provider. Please contact me at the phone number and/or email address below to confirm my request.

\_\_\_\_\_ I do not want to consider another Tutoring provider.

Signature of Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_