**Checklist for Third-Party Private School Contracts**

*If you decide to use a third party to deliver Title I services to students enrolled in private schools, Federal Title I officials advise using the contracting process to make sure you and the contractor understand both patties' expectations and legal obligations.*

At a minimum, your contract with a third-party provider of Title I services to private school students **should**:

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| \_\_\_\_ | State the dates that services should begin and end. | |
| \_\_\_\_ | Require the provider to break out administrative and instructional costs on its invoices. Include definitions of each: | |
|  | ● | **Instructional costs:** Teacher and paraprofessional salaries, including benefits; materials and supplies; books; and computers. |
|  | ● | **Administrative costs:** Cost to the contractor of administering the program, including the director’s salary; support staff; classroom or office rent and utilities; office equipment and supplies; postage; travel; and professional development for the Title I teachers and their supervisors. |
| \_\_\_\_ | Explain whether the provider is also delivering parent involvement activities or professional development to the private school teachers of the Title I students. If so, the content of those programs should be detailed, and those costs should be invoiced separately. | |
| \_\_\_\_ | Specify how and when invoices should be submitted, and what information they should contain. Reserve the right to request additional information in case of an audit or monitoring review. | |
| \_\_\_\_ | Indicate whether the contractor is responsible for evaluating the effectiveness of the Title I program. If so, the contract should specify the standards and assessments that will be used in the evaluation, as determined after consultation with the private school. | |
| \_\_\_\_ | Describe the instruction to be provided. Specify the grades served, the subjects that will be covered, the frequency of instruction, maximum class size, and the number of children the provider will serve. | |
| \_\_\_\_ | Specify the qualifications of the teachers and paraprofessionals who will deliver instruction. Include any expectations regarding the training that staff will be provided by the contractor. | |
| \_\_\_\_ | State that classroom space, instruction, and materials and supplies must be secular, neutral and non-ideological. Classroom space must be reserved for the exclusive use of the Title I program during the time Title I services are being delivered. | |
| \_\_\_\_ | Explain that all equipment purchased with Title I funds are the property of the LEA, not the contractor. State that the contractor will comply with all Title I statutory requirements and regulations. Clarify that the LEA reserves the right to withhold payment if any requirement is not met. Indicate that the contract may be modified if there is a reauthorization of the ESEA. | |
| \_\_\_\_ | Include the date by which the LEA will inform the contractor of the amount of funds available for instruction and, if applicable, professional development and parent involvement. Make clear to the contractor that the amount of the Title I allocation for private school services fluctuates from year to year. | |
| \_\_\_\_ | State how, and how often, the LEA is going to monitor the private school program. Explain that visits by LEA officials may be unannounced. | |

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| An equitable services contract **should not***:* | |
| \_\_\_\_ | Cede any responsibility for consultation with private school officials to the third-party provider. A district cannot contract out its obligation to engage in formal face-to-face discussions with private school officials on topics such as how the LEA will identify private school students' academic needs; what services will be offered; how, where, and by whom the services will be provided; how the LEA will determine the number of private school children from low-income families who reside in eligible Title I attendance areas; how the program will be evaluated; and how allocated funds for parent involvement and professional development services will be used. |
| \_\_\_\_ | Grant any authority to private school officials to supervise Title I staff, approve expenditures, or make instructional decisions. |
| \_\_\_\_ | Provide for "team-teaching" with private school teachers.  **Question #8: Contracts with Third Party Providers**  *What must a contract with a third party provider include?*  The contract with the third party provider must include all of the following:   1. The contract with a third party provider must have a detailed breakdown of instructional, professional developments, and administrative costs listed separately. 2. The contract must contain detailed descriptions of the instructional services that will be provided to eligible students, including needs and goals. 3. The contract must include details of where, when and by whom the services to students will be delivered.   **Question #9: Invoices from Third Part Providers**  *What must an invoice from a third party provider include?*  An invoice from a third party provider must include all of the following*:*   1. The invoice must include instructional activities paid with funds generated by private school children from low-income families    1. Name and salary of each teacher    2. Instructional materials purchased 2. The invoice must show administrative costs separately funded through an equitable portion of the district’s 10% administrative cost set-aside (section 200.77(f) reservations).    1. Supervisor’s salary    2. Office expenses    3. Travel costs    4. Capital expense type costs    5. Fees 3. The invoice must break out the third party costs for parent and family involvement. |