



The Center for
Outcomes Based Contracting™
at the Southern Education Foundation

Outcomes Based Contracting (OBC)

High-Dosage Tutoring Contracting Template

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INSTRUCTIONS

READ BEFORE STARTING!

Congrats on taking the next step in your outcomes based contracting journey! The following template is to be used by K-12 districts and high-dosage tutoring providers to align on key partnership aspects through an outcomes based contract (OBC).

The template is mapped to The Center for OBC's Standard of Excellence which embodies the foundational principles and concepts of OBC, serving as the cornerstone for all related training, tools, and resources. The Standards of Excellence establishes the benchmark for OBCs across the K-12 landscape, balancing the need for robust support with accountability for maintaining high-quality contracts that drive meaningful outcomes for districts, educators, and students.

In the template below, the following colors denote the corresponding actions:

- Text highlighted in **yellow** are places in the OBC that should be customized to fit unique programmatic needs. While they often include a recommendation, the final input should be refined to fit the partnership context.
- Text highlighted in **blue** are places to learn more about OBC development and should be removed before execution.
- Text highlighted in **green** are examples of inputs to reference. These samples should be swapped with information that best matches the program.

High-Dosage Tutoring Contract Template Components

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Additional Resources to Reference

- The Center for OBC's Standard of Excellence (High-Dosage Tutoring)
- High-Dosage Tutoring OBC Contract Checklist
- High-Dosage OBC Exemplar Contract
- High-Dosage OBC Training Slides
- High-Dosage Tutoring RFP Template

Legal Disclaimer

This sample document is the work product of The Center for Outcomes Based Contracting at Southern Education Foundation. This sample document is intended to serve as a starting point only, and should be tailored to meet your specific requirements. This sample document is for informational purposes only, should not be construed as legal advice, and is not a substitute for the advice of an attorney.

Last updated: January 2026

SECTION A: PREAMBLE

This Agreement ("Agreement" herein) is made and entered into effective [date] ("Effective Date"), and is by and between [District], hereinafter referred to as the "District," and [Provider], hereinafter referred to as the "Provider." The District and Provider both herein individually recognize they may be referred to as a "Party" and collectively as the "Parties". This agreement covers services starting [date] and to be completed by [date].

BACKGROUND: [Insert district boilerplate]

WHEREAS, the District is in need of high-dosage tutoring services to improve student outcomes in [subject area]. This is evident through analysis of historical data of the [district assessment] and can be addressed through this intervention based on national and Provider-specific data demonstrating the effectiveness of addressing academic learning needs through high-dosage tutoring services.

WHEREAS, the District is committed to the success of all students and is implementing high-dosage tutoring for [insert student population- including grade levels, student characteristics, assessment thresholds, and assessment timeframe].

WHEREAS, this Agreement is structured as an outcomes based contract that includes base payments paid upon the execution of this Agreement and contingent outcomes payments tied to the program success. Outcomes based contract (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term student outcomes. Payment terms include a base payment (for providing services) and contingent payments tied to achieving stipulated outcomes.

WHEREAS, the Provider is determined, based on market research and reference checks to be the best company to provide this service to the District and agrees to perform and carry out the services in an outcomes based contract as outlined in this agreement.

WHEREAS, the parties therefore wish to set forth this understanding in writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Printed District Representative

Printed Provider Representative

Signature of District Representative

Signature of Provider Representative

Date

Date

SECTION B: TERMS AND DEFINITIONS

The following OBC terms below will be referenced throughout this Agreement:

All-Inclusive Pricing: Costs are presented as an “all in” price per student. Pricing is inclusive of technology platform access, services, professional development, and any necessary changes or innovations needed to meet student outcomes.

Base Payment: The maximum contract amount available for minimum service delivery.

Customer Success Manager: A point-of-contact from the Provider who is responsible for the overall partnership health and accountable for the ongoing implementation.

Contingent Outcomes Payment: Payments that are earned only as students achieve the agreed upon outcomes.

Dosage: The research-backed frequency, duration, and consistency of tutoring sessions prescribed to optimize student learning outcomes, ensuring that students receive the necessary instructional support to achieve measurable academic gains.

High-Dosage Tutoring: substantial time each week of required tutoring, sustained and strong relationships between students and their tutors, close monitoring of student knowledge and skills, alignment with school curriculum, and oversight of tutors to assure quality interactions.

Implementation Success Plan: A comprehensive plan designed and driven by the provider with input from the district. This plan may include but is not limited to a description and timeline of professional learning, support of a success manager, a continuous improvement process, ongoing coaching, on-demand resources, and tech support. This plan is in service of articulating the responsibilities for all parties to improve implementation and drive towards agreed-upon student outcomes.

Outcome Payment Cap: The maximum amount paid for each payment outcome in aggregate.

Mutual Accountability: Agreed-upon commitments made between a district and provider, ensuring each party is responsible for the achievement of student outcomes.

Payment Outcomes: Indicators of student success that are tied to payment.

Price per Outcome: The amount paid per student for each payment outcome achieved.

Process Outcomes: Indicators of student success and program implementation that are used to inform ongoing learning and continuous improvement but are not tied to payment.

Professional Learning Plan: Baked into the all-inclusive pricing, equips educators with the knowledge and strategies to effectively support students using the program, ensuring ongoing training at no additional cost if further professional learning is needed.

SECTION C: BACKGROUND

Outcomes based contracting (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term student outcomes. This outcomes based contract includes an upfront base payment and as well as payments contingent to successfully meeting student outcomes.

A focus on outcomes means the resulting contract will not detail exactly how services are provided. The Provider is entering into an outcomes based contract with the District, wherein [% (recommended 40%)] of the overall contract value will be contingent on meeting the agreed-upon student outcomes. The contract grants the Provider the flexibility to adapt services to better support student needs and drive priority outcomes, ensuring tailored solutions that address the diverse needs of all learners.

The District seeks a research-based tutoring intervention that is consistent with the findings on [effective practices for high-dosage tutoring](#), (e.g., group size; tutor consistency; frequency / duration; schedule; tutor preparation and coaching / development; data-informed; material / curriculum quality, rigor, and alignment). Based on the District's due diligence, the scholarship shared by Provider proves to meet this requirement.

The Program aims to improve student outcomes in [insert brief focus - including subject area and grade levels]. Through an outcomes based contract, the District and the Provider will work together to increase student growth and proficiency for the targeted group of students.

SECTION D: PROGRAM SCOPE

The section below details the timing and students who will participate in the program.

1. LENGTH OF PROGRAM

The program will run approximately [x] weeks, from [Month – Month], excluding district/state testing windows and holidays. The District plans to implement the service as aligned to Provider’s research which recommends [insert dosage] for the identified student population.

2. PROGRAM SIZE AND STUDENT POPULATION

The District will identify the participating students and ensure they can attend at least [%, (recommendation 80%)] of sessions. The Program will serve [x] students. Information about the likely student population is included below. The District shall utilize the [insert assessment and data sources] to determine baseline data and eligibility for participating students. The District shall determine which students will participate in the Program based on the eligibility requirements. However, note that the makeup of the participating student population finalized by the District and the Provider may not match the table below precisely.

- Learn best practices on how to define your student population [\[Link\]](#).

Grade Level of Students	<i>E.g., Rising 7th & 8th Grade Math students</i>
Characteristics of Students	<i>E.g., English Language Learners</i>
Participating School Sites	<i>E.g., Seven middle schools (A, B, C, D, E, F, and G))</i>
Course Enrollment	<i>E.g., Enrolled in M/J Grade 7 Mathematics or M/J Grade 8 Pre Algebra</i>
Selection Criteria	<i>E.g.,</i> • <i>A previous score of Level 1 to 2.2 on the 2023 Spring Math F.A.S.T.</i> • <i>Must have a current average daily attendance rate of at least 80%</i>
Historical Baseline Data	<i>E.g.,</i> • <i>% of students achieving an SGP of 50+ on the MOY administration of the Star Math Assessment</i> ◦ <i>Grade 7- 42%</i> ◦ <i>Grade 8- 48%</i> • <i>% of students achieving an SGP of 66+ on the MOY administration of the Star Math Assessment</i> ◦ <i>Grade 7- 38%</i> ◦ <i>Grade 8- 31%</i>

	• % of students improving by at least 2 achievement buckets from PM3 of the previous school year to PM3 of the current school year on F.A.S.T. ◦ Grade 7- 40% ◦ Grade 8- 46% • % of students achieving a Level 3 or higher on Spring Administration of F.A.S.T (PM3) ◦ Grade 7- 36% ◦ Grade 8- 28%
Estimated Total Number of Students	<i>E.g., Number of students participating by school site (7 sites in total):</i> <i>School A (220)</i> <i>School B (235)</i> <i>School C (190)</i> <i>School D (174)</i> <i>School E (155)</i> <i>School F (152)</i> <i>School G (124)</i>

3. IMPLEMENTATION DETAILS

Implementation will be based on the guidance of the research from the Provider. The primary focus is on the student outcomes, and not on how the program is ultimately operated. As long as the program meets the District's minimum service level requirements for sessions and program length, the District is open to any other innovations, methodologies, or value-add components the Provider can offer.

The following implementation plan is high level timing of how and when the program will roll out.

Initial Implementation Timeline	
Timeframe	Activity
<i>E.g., July 2024</i>	<i>Initial kickoff meeting</i>
<i>E.g., July 2024</i>	<i>Communications to go out to school leaders and families at participating schools</i>
<i>E.g., August 2024</i>	<i>Baseline assessment administered</i>
<i>E.g., August 2024</i>	<i>First educator professional learning session held for all teachers</i>

<i>E.g., September 2024</i>	<i>Roster of participating students finalized</i>
<i>E.g., December 2024</i>	<i>Interim assessment administered</i>
<i>E.g., April 2025</i>	<i>EOY assessment administered</i>
<i>E.g., May 2025</i>	<i>District receives final data</i>
<i>E.g., July 2025</i>	<i>Final outcomes calculated and payments made</i>

SECTION E: Target Student Outcome (Contingent Payment Outcomes)

The table below outlines the outcomes that will be tied to payment, the metrics that will be tracked to assess outcomes achievement, and the timeframe of when they will be assessed. The Provider is entitled to send a representative to observe the assessment administration, as applicable and appropriate.

- Learn best practices on how to create target student outcomes [\[Link\]](#).

Payment Outcome	Metric	Assessment timeframe
<i>E.g., Payment Outcome 1: F.A.S.T. MOY Growth</i>	<i>Student increases by at least 1 achievement bucket from PM1 to PM2 on F.A.S.T.</i>	<i>January 3 - January 9</i>
<i>E.g., Payment Outcome 2: F.A.S.T. EOY Growth</i>	<i>Student increases by at least 2 achievement buckets from PM3 of the previous school year to PM3 of the current school year on F.A.S.T.</i>	<i>May 1 - May 31</i>
<i>E.g., Payment Outcome 3: F.A.S.T. EOY Proficiency</i>	<i>Student achieves a Level 3 or higher on Spring Administration of F.A.S.T (PM3)</i>	<i>May 1 - May 31</i>

SECTION F: Rate Card and Payment Structure

The District agrees to compensate the Provider as follows. Costs are presented as an “all in” price per student. Pricing is inclusive of technology platform access, services, professional development, and any necessary changes or innovations needed to meet student outcomes. Wraparound services like project management, curriculum development, technology support, etc, are baked into the per-student price.

Costs cover the necessary implementation for Provider to meet contingent payment outcomes based on their research and to support fidelity of implementation. Provider is not to charge the District for any additional measures needed to meet outcomes. The current costs are based on [x] students. The final cost will be determined and scaled based on the total number of rostered students.

1. BASE PAYMENT

The Base Payment is determined by the participating students which have been rostered and scheduled for tutoring services.

The Total Base Payment will be calculated by the number of active student participants as agreed upon by the Provider, school, and District within the first 45 days of instructional services. The Parties understand and agree that a Base Payment will be no greater than [\$\$] per student pursuant to Section 3 (Rate Card) table herein and under no circumstances shall the Total Base Payment exceed the maximum indebtedness amount of [\$\$] for all Base Payments under this Agreement. Base Payments will be made within [x, (recommendation 30)] days upon receipt of an invoice and District approval that the minimum payment terms have been met during the billing period, e.g., instructional services were delivered.

2. CONTINGENT PAYMENT

Payments other than the Base Payment are collectively the "Contingent Outcomes Payments." These make up [%, (recommendation 40%)] of the total contract value. The Contingent Outcomes Payments will be calculated based on the number of active student participants as agreed upon by the Provider, school, and District within the first 45 days of instructional services limited by associated outcomes caps within Section 3 - **Rate Card** table herein.

The Parties understand and agree that under no circumstances shall the Total Contingent Outcomes Payments exceed the maximum indebtedness amount of [\$\$] for all Contingent Outcomes Payments under this Agreement, unless mutually agreed upon by the Parties.

The total Program fee paid shall not exceed the District's maximum budget of [\$\$].

3. RATE CARD

The following rate card highlights the agreed upon student outcomes, as well as the base payment and contingent payments for this program. The base payment is the maximum contract amount available for minimum service delivery. The price per outcome is the amount that will be paid per student for each payment outcome achieved. The outcome payment cap is the maximum amount paid for each achieved payment outcome in aggregate.

- Learn best practices on how to create a rate card [Link] - *coming soon!*

Rate Card			
Outcome	Metric	Price Per Outcome	Outcome Payment Cap
E.g., Payment Outcome 1: F.A.S.T. MOY Growth	Student increases by at least 1 achievement bucket from PM1 to PM2 on F.A.S.T.	\$540	\$204,000
E.g., Payment Outcome 2: F.A.S.T. EOY Growth	Student increases by at least 2 achievement buckets from PM3 of the previous school year to PM3 of the current school year on F.A.S.T.	\$690	\$425,000
E.g., Payment Outcome 3: F.A.S.T. EOY Proficiency	Student achieves a Level 3 or higher on Spring Administration of F.A.S.T. (PM3)	\$410	\$221,000
Base Payment	Paid on services rendered	\$680	\$850,000
Total		\$2,320	\$1,700,00

4. BASE PAYMENT TIMETABLE

Invoicing for base payment will be recorded and submitted by the Provider based on the agreed upon amount with pay of up to [\$\$] per student for [x] sessions or [\$\$] per month. Payments will be made within [x, (recommendation 30)] days upon receipt of an invoice and District approval that the minimum payment terms have been met during the billing period.

Base Payment Timetable							
Month	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Base Payment	E.g., \$126	\$116	\$45	\$45	\$126	\$96	\$126
Approximate Number of Sessions	E.g., 9	8	4	4	9	6	9

5. CONTINGENT PAYMENT TIMETABLE

Contingent payments shall be paid based on the timetable below. The Provider will invoice the District for the contingent payments according to the reports provided by [insert name and department of person who will approve payment amount]. The [insert name of finance and/or procurement office] will administer payment based on the rate card and validated data and per the

invoice provided by the Provider within [x, (recommendation 30)] days of receipt. More information on the anticipated funding schedule for this Contract describing payments to be received from the District is set forth in the Data Elements Table included in Section H (Data Reporting and Security).

Payment Outcome 1 Timetable		
Milestone	Persons/Party Responsible	Timeline
<i>E.g., Assessment is administered</i>	<i>Individual school sites</i>	<i>January 9 - January 26, 2025</i>
<i>E.g., Data validation of F.A.S.T. MOY Growth (PM2)</i>	<i>District Academic Services Accountability & Assessment Team</i>	<i>February 2, 2025</i>
<i>E.g., F.A.S.T. MOY Growth (PM2) data reviewed and validated by both parties to determine outcomes based payment</i>	<i>District Academic Services, Accountability & Assessment Team, and the Provider</i>	<i>February 9, 2025</i>
<i>E.g., Payment administered based on rate card and validated data</i>	<i>District Purchasing Services</i>	<i>March 15, 2025</i>

[Insert a payment table for each target student outcome within the contract.]

SECTION G: Process Outcomes

Along with using Payment Outcomes to evaluate Program success and impact, the District recognizes that there are multiple ways in which programs can demonstrate progress and various types of data that can be collected to inform program improvements. The District will partner with the Provider to collect and analyze process outcomes to learn and continuously improve the design and implementation of instructional services. Payments are not contingent on process outcomes and are subject to change throughout the program to best serve the needs of the partnership.

Process outcomes may include additional data that the Provider will collect or may be measured by existing data and assessments that the school and District can access and share. Below is a list of process outcomes agreed upon by the District and Provider:

- Learn best practices on how to create process outcomes [\[Link\]](#).

Process Outcome	Metric	Data Collection Timeframe
<i>E.g., Student session attendance</i>	<i>Student maintains an average session attendance rate of 80%</i>	<i>Weekly, Beginning 9/13/24; Ending 3/28/25</i>
<i>E.g., Tutor-Student match rate</i>	<i>Student is matched with the same tutor for at least 80% of total sessions</i>	<i>Weekly, Beginning 9/13/24; Ending 3/28/25</i>
<i>E.g., Session Exit Tickets</i>	<i>Student maintains an average session exit ticket score of 80%</i>	<i>At the end of each session, Beginning 9/13/24; Ending 3/28/25</i>
<i>E.g., Student Session Satisfaction Surveys</i>	<i>Student reports at least 80% satisfaction with the platform</i>	<i>Quarterly, Beginning 10/31/24; Ending 4/15/25</i>
<i>E.g., Teacher Satisfaction Surveys</i>	<i>Teacher reports at least 80% satisfaction with the platform and services</i>	<i>Quarterly, Beginning 10/31/24; Ending 4/15/25</i>

SECTION H: Data Reporting and Security

The District and the Provider acknowledge that the program's effectiveness relies on sharing of data to make timely decisions and payments. The following section clarifies the data that will be shared by the District and the security compliance measures that will be followed by both the District and Provider.

1. DATA PRIVACY AND SECURITY COMPLIANCE

Provider shall comply and shall assist District in compliance, in all material respects, with federal and state laws and regulations regarding the privacy of information and confidentiality of student records, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C § 1232g, the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501.

Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect District Data from unauthorized disclosure, use, acquisition, destruction, and modification.

2. SCHOOL OFFICIAL

To the extent the Provider has a legitimate educational interest in student educational records and information and must access such records and information in order to provide services to District and its employees, agents, teachers, and students, District designates Provider a "school official" within the meaning of FERPA. The provider will be under the direct control of the District with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA. The Provider may use personally identifiable information and education records only for the purpose of performing its obligations under the Agreement and as authorized by the state and federal laws referred to under Data Privacy and Security Compliance above.

3. DATA ELEMENTS

The Data Elements table below outlines the data elements for each metric and who will be responsible for collecting and sharing the data.

Data Element	Purpose	Timeline/Frequency	Responsible for Data Collection, Sharing, & Analysis
<i>E.g., F.A.S.T. (PM2)</i>	<i>Payment Metric</i>	<i>February 2, 2025</i>	<i>District Teams-Academic Services, Accountability & Assessment Team</i>
<i>E.g., F.A.S.T. (PM2)</i>	<i>Payment Metric</i>	<i>June 7, 2025</i>	<i>District Teams-Academic Services, Accountability & Assessment Team</i>
<i>E.g., Student Attendance</i>	<i>Process measure</i>	<i>Weekly</i>	<i>Provider</i>

<i>E.g., Tutor-Student Match Rate</i>	<i>Process measure</i>	<i>Weekly</i>	<i>Provider</i>
<i>E.g., Session Exit Tickets</i>	<i>Process measure</i>	<i>After every session</i>	<i>Provider</i>
<i>E.g., Student Satisfaction Surveys</i>	<i>Process measure</i>	<i>Quarterly</i>	<i>District Teams-Academic Services, Accountability & Assessment Team</i>
<i>E.g., Teacher Satisfaction Surveys</i>	<i>Process measure</i>	<i>Quarterly</i>	<i>District Teams-Academic Services, Accountability & Assessment Team</i>

SECTION I: Mutual Accountability

OBCs require increased collaboration, and a strong partnership between the District and the Provider is essential to student success. Both parties agree to be held mutually accountable for achieving the outcomes articulated in this contract.

- The following mutual accountability mechanisms are based on research from high-dosage tutoring best practices as well as other successful OBCs. The mutual accountability mechanisms below should be used as a starting point. Learn how to create your own mutual accountability framework here [\[Link\]](#).

1. DISTRICT RESPONSIBILITIES

The District is responsible for providing the accommodations to enable the high-dosage tutoring to occur. This includes responsibilities as agreed to by the District and the Provider. The District shall ensure that it complies with all reasonable requests and timelines in the provision of data or other materials required by the Provider to perform its obligations.

- a. The District is accountable to maintain the technology platform and services to successfully support students.
 - i. The District is required to ensure students can access the platform, meeting hardware, software and bandwidth requirements stated by the Provider.
 - ii. The District is required to facilitate students' access to the technology platform and services, as prescribed by the minimum dosage requirements of the Provider, including a "start by" date and a total duration (e.g. number of weeks) of the program.
 - iii. If tracking data shows consistent implementation challenges across multiple schools, both parties will convene a special implementation review session within [x days, (recommendation 15 days)]
- b. The District is accountable for reinforcing student attendance throughout the duration of the program.
 - i. The District is responsible for maintaining an [%, (recommendation 80%)] student attendance average.
 - ii. For any student who falls below an attendance average of [%, (recommendation 80%)], the District may be required to pay both base and outcome payment(s) for that student for a given timeframe (e.g. first semester, before winter break) up to the amount of the outcomes payment caps articulated in the rate card.
 - iii. Should the District be unable to continue to ensure the attendance of specific active students despite rigorous attempts, the District and Provider may mutually agree to substitute alternative students in place of non-attending students. Both the old and the new student's outcomes will count for the purposes of calculating Contingent Payments, but only one Base Payment applies.
 - iv. The standard timeline for substitution of students will occur by [date]. Only the new student's outcomes will count for the purposes of calculating Contingent Payments. Base payments for the non-attending student will cease and begin for the new students the following month.

- c. The District is accountable for ensuring educator attendance at professional learning sessions.
 - i. The District should ensure [x, (recommendation 90)]% or more of participating team members attend all teacher and admin Professional Learning Sessions as outlined in the Success Implementation Plan.
- d. The District is accountable for adhering to the Success Implementation Plan.
 - i. Should the District fail to adhere to the Implementation Success Plan, including providing necessary support for professional learning, ensuring engagement with a Customer Success Manager, or participating in the continuous improvement process, the District and Provider may mutually agree to implement corrective measures.
 - ii. The District, in collaboration with the Provider, will submit a corrective action plan within [x, (recommendation 10)] business days outlining steps to fulfill its responsibilities in the Implementation Success Plan. This may include strategies for improving district participation in professional learning, engagement in program oversight, and responsiveness to provider requests for data or feedback.
 - iii. If unforeseen circumstances prevent the District from fully engaging in the plan's implementation, the District must establish an alternative strategy, such as assigning additional personnel to oversee implementation or revising internal workflows to ensure timely communication and decision-making.
 - iv. If the District's failure to follow the Implementation Success Plan results in disruptions to service delivery for two consecutive months, the Provider may request adjustments to payment terms to account for the delays caused by the District's noncompliance.
 - v. In cases where the District faces extenuating circumstances (e.g., leadership transitions, funding delays, unexpected staffing shortages), the District and Provider may mutually agree to alternative accountability measures that ensure continued progress toward implementation goals without penalizing either party unfairly.
- e. The District is accountable to sharing data with the provider to support the Program as needed.
 - i. The District is required to share student attendance, performance, and other reports outlined in Section J (Continuous Learning), as allowable by state and federal law, to enable the Provider to deliver instructionally appropriate content to students.
- f. The District is accountable for finalizing the student roster for participation in the program
 - i. The District will have a [xx, (recommendation four)] week window from the start of the program to finalize the roster of participating students. During this window, the District may add or remove students from the program, in accordance with the student population description. Additional base payment will be calculated and paid at the conclusion of this window.

- ii. Any student who is included in the final roster for accessing the technology platform and tools who meets the contingent outcomes will count for the purposes of calculating Contingent Payments.
- iii. The District may add eligible students up to the established total number of students, or by mutual agreement of District and Provider, above that number.
- iv. Should the District be unable to continue to ensure the participation of specific active students despite rigorous attempts, the District and Provider may mutually agree to substitute alternative students in place of nonparticipating students. Both the old and the new student's outcomes will count for the purposes of calculating Contingent Payments, but only one Base Payment applies.
- v. For any student who is participating but for whom an assessment score is not available for determining outcome payment(s), the District will be responsible for outcome payments for all impacted students.

2. PROVIDER RESPONSIBILITIES

The Provider is responsible for providing quality tutoring services for [insert subject area] throughout the length of the Program. This includes provider responsibilities as agreed to by the District and Provider. The Provider must also ensure that it provides timely reporting, communication, responsiveness, and collaboration with the District's requests. In order for the Provider to obtain an outcome payment for a student, Provider must meet the following minimum service requirements for that student: [insert scope of program, including number of days and hours]

- a. The Provider is accountable for maintaining the tutor consistency when paired with a student.
 - i. The Provider will track and report tutor consistency rates- accountable for [x%, (recommendation 80%)]- monthly to the District, including justifications for any tutor changes and their alignment with research-based high-dosage tutoring practices.
 - ii. Should the Provider be unable to ensure tutor consistency, such that students retain the same tutor for at least [x%, (recommendation 80%)] of tutoring sessions and that any adjustments to groupings occur sparingly and strategically, the District and Provider may mutually agree to implement corrective measures.
 - iii. If tutor consistency falls below [x%, (recommendation 80%)] for a given student for two consecutive months, the District may withhold the contingent payments corresponding to the affected student, until the Provider demonstrates corrective actions have been implemented.
 - iv. The Provider will submit a plan within [x, (recommendation 10)] business days outlining steps to restore tutor consistency, including tutor reassignment strategies and contingency plans for mitigating disruptions to student learning.
- b. The Provider is accountable for ensuring student data security and privacy.
 - i. The Provider will support that the platform is available and operational for users without significant downtime, ensuring reliable access to educational resources.

- ii. Secure user authentication mechanisms are in place to verify the identity of users and prevent unauthorized access (single sign-on).
 - iii. The platform is interoperable with student information system and learning management system.
 - iv. The platform is capable of handling anticipated users and content without significant performance degradation.
 - v. The platform has security measures including data encryption, user access controls, and protection against common cyber threats to safeguard user data and privacy.
 - vi. Technical support is available within 24 hours to address any platform related issues or concerns.
 - vii. Provide phone, email, and Zoom support year round
- c. The Provider is accountable for designing and driving the Success Implementation Plan. The Implementation Success Plan should include:
 - 1. professional learning for variety of audiences (e.g., teachers, school administrators, district leaders)
 - 2. Client Success Manager
 - 3. a continuous improvement process
 - 4. office hours to support implementation and troubleshoot issues.
- ii. Should the Provider fail to design and drive an Implementation Success Plan—including professional learning, a client success manager, and a continuous improvement process—the District and Provider may mutually agree to implement corrective measures. These measures may include, but are not limited to:
 - 1. If a designated success manager is not actively fulfilling their role, the Provider must assign a qualified replacement within [x, (recommendation 15)] business days and notify the District of the transition plan.
 - 2. If the Provider remains noncompliant with key elements of the Implementation Success Plan for two consecutive months, the District may withhold the contingent payments until corrective actions are implemented.
 - 3. If required professional learning sessions are not delivered as agreed, the Provider must conduct make-up sessions within [x, (recommendation 30)] days and provide documentation of attendance and content covered.
- iii. The Provider must demonstrate engagement in a structured continuous improvement process, including scheduled progress check-ins, data-driven refinements, and stakeholder feedback.
- d. The Provider is accountable to sharing critical data needed to drive strong implementation and monitor progress towards outcomes.
 - i. Provider will share reports at the classroom, school, and district levels - e.g.,

attendance, participation, student performance, and other key metrics of engagement and progress as outlined in Section J (Continuous Improvement) - and details their availability, including how they can be accessed by all parties and the frequency with which they update.

- ii. If key reports needed to drive strong implementation and monitor process outcomes are not readily available, the provider will design a customized report to meet the needs of the partnership.

SECTION J: Continuous Improvement

Continuous improvement workgroups will use data to measure impact and support informed, collaborative, and transparent decision-making by and between the District and the Provider. The District and the Provider will also convene no more frequently than every [xx, e.g., two] weeks in evidence-based continuous improvement meetings, according to the Continuous Improvement Structure table below, to discuss Program implementation, progress on payment and process outcomes, and any challenges to student participation with the goal of mutual problem-solving to achieve District goals.

In service of this partnership, the District and the Provider(s) will engage in collaboration and problem-solving in order to more successfully achieve student outcomes. This includes but is not limited to weekly or bi-weekly data review and regular continuous improvement meetings that incorporate:

- Discussion of Program implementation
- Review of progress on payment and process outcomes
- Exploring challenges related to student participation
- Informed, collaborative, and transparent decision-making by and between the District and the Provider
- Mutual problem-solving to achieve District goals

The District expects and requires the Provider to ensure the Provider's participants in the continuous improvement discussions are at the proper role and level in the organization to be able to act upon findings expeditiously. The Provider can expect and require the same of the District.

- The following continuous learning structure is based on research from high-dosage tutoring best practices as well as other successful OBCs. Below should be used as a starting point, and learn how to create your own continuous learning structure here [\[Link\]](#).

Continuous Improvement Structure			
	1) District Data Review Meeting	2) District-Provider Coordination Meeting	3) District-Provider-School Data Review Meeting
Purpose	E.g., To discuss monthly data analysis, highlight trends, align on story, prepare to share with all relevant stakeholders	• To troubleshoot tutoring implementation challenges • To review process outcomes data and make real-time program adjustments	• To support school-level data review & data story • To identify best practices, challenges, and changes to support CI

Stakeholders	<i>E.g., District Data Team, District Academics Team</i>	• District Academics Team • Provider Program Coordinator	• District Academics Coordinator • School Program Coordinator • Provider Program Coordinator
Timing of touchpoints	<i>E.g., Monthly, 1 hour</i>	<i>Weekly, 1 hour (data review once a month)</i>	<i>Monthly, 15-30 min per school</i>
Decision-Making	• <i>E.g., Determine analyses to share, stories to highlight</i> • <i>Approve report for release</i> • <i>Align on topics to discuss with provider</i>	• <i>Interpret data and data story together</i> • <i>Elevate challenges and align on changes (at school, provider, and district level)</i>	• <i>Elevate challenges and align on changes</i> • <i>Determine what to share with school academics team and teachers</i>

Continuous Improvement (CI) meetings may include but are not limited to the following stakeholders with the respective responsibilities.

Continuous Improvement Stakeholders	Responsibilities
District Team "Owning" Contract	<i>E.g., Manage contract; coordinate among all stakeholders; support in developing and implementing changes</i>
District Procurement/ Contracting Team	<i>E.g., Support contract execution and ongoing management</i>
District Data Team	<i>E.g., Lead data integration and analysis; support identifying data stories</i>
Provider Program Coordinator	<i>E.g., Liaise between provider staff, schools, districts; participate in developing and implementing changes</i>

Provider Leadership	<i>E.g., Support development and implementation of real-time program changes</i>
Provider Staff	<i>E.g., Deliver services; submit data; share qualitative input with coordinator</i>
School Program Coordinator(s)	<i>E.g., Support day-to-day instructional service implementation; participate in developing and implementing changes</i>
School Dept. Leadership	<i>E.g., Support alignment of instructional services to core curriculum; support data storytelling and learnings</i>
School Teachers	<i>E.g., Support implementation of instructional services; liaise with coordinator/provider staff to support students</i>
Students	<i>E.g., Participate in services; provide feedback on the program to support improvement</i>
Parents	<i>E.g., Review individual student results; provide feedback on program</i>

Section K: Termination

EARLY TERMINATION

If the Payment or process outcomes show that the Program is unsuccessful through no fault of the District, and the Provider is unable to remedy the issues, within [x, (recommmendation 30)] days of notice, the District may terminate the Contract early.

TERMINATION FOR CAUSE

The District may terminate this Agreement immediately without prior notice if the Provider fails to perform the Services in a manner satisfactory to the District as per specifications, including delivery as specified within.