

Request for Proposals for Substitute Employment Services

**Independence School District
201 North Forest Ave.
Independence, Missouri 64050**

Dr. Lance Stout, Deputy Superintendent of Operations
816-521-5300
Issued: 4/10/2024

REQUEST FOR PROPOSALS

The Independence School District is requesting sealed proposals from qualified firms to provide substitute employment services in accordance with the specifications and needs described herein.

Qualified providers are invited to submit a formal proposal, which must be sent to the District's Deputy Superintendent of Operations, Dr. Lance Stout. Sealed Proposals must be received by **April 26, 2024** and be in accordance with the specifications and needs as described herein.

This Request for Proposals will be referred to as Exhibit A in the final contract between the District and the selected firm.

The District reserves the right to reject any and all proposals and to waive any "informalities" in the proposals received whenever such selection, rejection or waiver is in its best interest.

All proposal documents become public record once a negotiated contract has been executed.

Qualified providers submitting proposals will be required to keep their proposals in effect for a period of one hundred eighty (180) days from the submittal of proposals.

District Contacts: Dr. Lance Stout, Deputy Superintendent of Operations
Independence School District
201 N. Forest Ave.
Independence, MO 64050

- **NOTE:** For an electronic copy of the solicitation, contact Dr. Lance Stout at 816 -521-5300.

Due Date:

Proposals must be submitted by **April 26, 2024**, no later than noon (local time).

PURPOSE

The Independence School District is seeking a provider for substitute employees, including specifically substitute for teachers, paraprofessionals, special education paraprofessionals, early education teachers, early education paraprofessionals, RN's, and LPN's on an as-needed basis for the District.

SPECIFICATIONS/PROVIDER REQUIREMENTS

The contract anticipated by this RFP will start July 1, 2024 and continue for one school year through the 2024 – 2025 school year, with the option to amend or extend as both parties mutually agree. School is scheduled to start August 19, 2024, but the start date may change as determined by the District in its sole discretion.

During the term of the anticipated contract, the selected provider shall provide substitute employees for the following positions, meeting the relevant requirements detailed on the District's website at <http://sites.isdschools.org//substitutes/> and in Attachment C to this RFP:

- Long Term Substitutes
 - Minimum Qualifications: Substitute Teachers must have the [DESE](#) required amount of college hours from an accredited college or university.
- Daily Teacher Substitutes
 - Minimum Qualifications: Substitute Teachers must have the [DESE](#) required amount of college hours from an accredited college or university.
- Paraprofessional Substitutes
 - Minimum Qualifications: Substitute 30 hours or more, Para Educator Exam or holding a Substitute certificate.
- Substitute LPNs
 - Minimum Qualifications: Substitute nurses must be currently licensed to practice as a BSN, RN or LPN/LVN in Missouri and have current CPR certification.
- Substitute RNs
 - Minimum Qualifications: Substitute nurses must be currently licensed to practice as a BSN, RN or LPN/LVN in Missouri and have current CPR certification.
- Substitute Early Education (Diploma/GED)
 - Minimum Qualifications: Substitute Early Childhood workers must have a high school diploma or its equivalency, with training and/or experience in working with young children preferred.
- Substitute Early Education (60+ College Hours)
 - Minimum Qualifications: Substitute Teachers must have the [DESE](#) required amount of college hours from an accredited college or university.

During the 2023-2024 School Year, the District employed 923 Full Time Teachers, 175 substitute teachers, 9 Early childhood substitutes, 83 Special Education Paraprofessionals, 166 Paraprofessionals, and 5 LPN substitutes at 31 School Locations. The 2023-2024 School Year was composed of 155 Instructional Days. Throughout the 2023-2024 School Year, on average, the District maintained an 9.2% absence rate, with an average of 30 Long Term Substitutes, 85 Daily Substitutes, and 11 Paraprofessional Substitutes needed per Instructional Day. The selected provider will be expected to

provide qualified staff to serve as substitutes at all District locations as needed. A list of the District's locations where substitute services may be required is available here:
<http://sites.isdschools.org/substitutes/useruploads/index/Basic%20Building%20Info%20for%20Subs.pdf>

GENERAL CRITERIA FOR PROVIDER SELECTION

The District's Board of Education shall select the proposal that best meets the needs of the District. Sealed Proposals must be submitted by April 26, 2024, no later than noon (local time).

If necessary, interviews will be conducted with prospective contractors on May 2, 2024. The decision to conduct interviews is solely within the District's discretion.

The District will select the lowest or best proposal based on:

- Price;
- Value;
- Quality of services;
- History of performance;
- Recommendations and references;
- Ability to provide the services required under this RFP; and,
- Compliance with the requirements of this RFP.

The District will comply with all purchasing preference requirements under the law in selecting the lowest or best proposal, including:

- Preference to Missouri businesses, or businesses that maintain Missouri offices or places of business, when the quality of performance promised is equal to or better than and the price quoted is the same as or less than that of the other responsive providers. § 34.073, RSMo.
- A three-point bonus preference to service-disabled veteran businesses that are Missouri businesses or businesses that maintain Missouri offices or places of business. § 34.074, RSMo.
- The district will not do business with providers who have been suspended or debarred on a state or federal level.

RESERVATIONS

The District reserves the right to reject any and all proposals, waive informality and any technicalities or clerical errors in any proposal as the interest of these entities may require, and they will select the firm which, in their judgment, is best qualified and capable of providing the services required by the District.

All costs incurred for the preparation of any Proposal will be the sole responsibility of the submitter. All responses to this Request for Proposals become the property of the District and will be part of the public record.

PROPOSALS DUE

All sealed proposals are due on or before noon, on **April 26, 2024**. Proposals must be submitted in sealed envelopes, marked plainly and prominently: **Substitute Employment Services**. The District reserves the right to accept or reject any and all proposals and to waive any formalities or technicalities if deemed in the best interest of the District. It is the responsibility of all responders to review the entire proposal, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting a response.

It is the submitting contractor's sole responsibility to ensure that proposals are received on or before the due date and time, and the submitting contractor will be responsible for any delays in delivery or mailing.

Proposals must be addressed/delivered to:

Dr. Lance Stout, Deputy Superintendent of Operations
Independence School District
201 N. Forest Ave.
Independence, MO 64050

QUESTIONS

Any questions and/or requests for additional information should be directed to Lisa Patrick, Purchasing Supervisor, at lisa_patrick@idschools.org placing "Substitute Employment Services" in the subject header. The deadline for questions shall be 4/19/2024. Questions received after this date will not be answered. No verbal or written information obtained other than by information in this document or by a written addendum to this RFP will be binding on the District.

CONTRACT PRICING

The markup percentage must be held firm for the entire contract period. The maximum billing rate will be determined by multiplying the minimum pay rate by the overhead markup percentage rate as provided on the Proposal Form included herein.

MINIMUM PAY RATE

The rate paid to the substitutes, under this contract, must meet the District's minimum rate requirements for Substitutes provided by the District's Substitute Salary Schedule, which will be established by the District on an annual basis and no later than July 30 for the then-current school year, and the successful bidder shall make this rate available to all Substitutes assigned to the District. These rates are the actual rates paid to the Substitutes, not including any taxes or benefits. The District reserves the right to periodically monitor Substitutes' pay rates to ensure compliance with this condition. If a contractor is found to be out of compliance with this provision, then the contract may be canceled at the discretion of the District. The current rates for Substitutes are stated on the Proposal Form. Whenever the Board approves an increase in rates, the contractor will be notified in writing of the new minimum pay rate and its effective date.

For reference, the 2023-2024 School Year pay rates were as follows:

- **Substitute Teacher-** \$130 per day/ \$65 per half day
- **Long Term Substitute Teacher (Missouri Teacher's Certificate)-** \$165 per day
- **Long Term Substitute Teacher (Missouri Substitute Teacher's Certificate)-** \$140 per day
- **Substitute Paraeducator-** \$110 per day
- **Substitute LPN-** \$ 176.46 per day
- **Substitute RN-** \$224.72 per day
- **Substitute BSN-** \$233.72 per day
- **Substitute Early Education (Diploma/GED)-** \$12.75 per hour
- **Substitute Early Education (60+ College Hours)-** \$14.70 per hour

FILL RATE REQUIREMENT

Our goal for these services is to fill absences on daily basis at 100%. Any required start-up/transitioning period must be completed so that the program will be fully functioning by **8/19/2024**. After this date, fill rates should be consistently 100%, or as close to 100% as possible. Fill rates of less than 95% on a recurring basis shall be cause for a conference to determine corrective action. Failure to improve or obtain an average fill rate of 95% or better within ninety (90) days will be cause for termination of the contract at the District's discretion. The contractor will not be held responsible for low fill rates where circumstances are mutually agreed to be beyond the contractor's scope of control.

Positions for which substitute services are needed include teachers, paraprofessionals, special education paraprofessionals, early education teachers, early education paraprofessionals, RN's, and LPN's.

The District anticipates roughly 13,712 absences each year to be filled by the contractor, with a large percentage of the absences filled with less than a 24-hour notice. The contractor is responsible for training all Substitutes for the District, with such training to include, but not be limited to, required competencies, position-specific software, District Policies and Procedures, Sexual Harassment and Diversity training, and any other training requirements the District has for subs.

ESTIMATED EXPENDITURES

It is estimated that approximately \$ 2.2 Million per year will be spent by the District for substitute services. This estimate is given only as a guideline for preparing your proposal and should not be construed as representing any actual amount to be required under the contract.

By submitting a proposal, each contractor acknowledges and agrees that the Board's selection of their firm shall in no way create a valid or binding contract between the contractor and the District. Any contractor submitting a proposal agrees, by submitting a proposal, that this RFP shall be made an exhibit to and incorporated into the final contract between the contractor and the District, including all requirements of the selected contractor included in this RFP. Any contractor submitting a proposal further agrees that, should their proposal be selected by the District, the final contract between the contractor and the District shall contain substantially the same terms as those contained in Attachment B attached hereto. The contractor further agrees that it will make no attempt to change, delete or otherwise modify these contractual terms through its proposal or after selection of the contractor as the lowest or best proposal, and further agrees that any attempt to do so shall be grounds for the District to reject the contractor's proposal or otherwise cease negotiations with the selected contractor and select

the next lowest or best proposal.

REQUIRED DOCUMENTATION

The following shall be submitted with the proposal. FAILURE TO DO SO WILL CAUSE YOUR PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD, AT THE DISTRICT'S SOLE AND ABSOLUTE DISCRETION.

- Process map/plan for implementation of services.
- Process map/plan for daily operations and fill procedures.
- Your training agenda for Substitutes that you employ (technology training and orientation/policy training).
- Samples of materials that would be provided to all Substitutes, including all employment documents such as applications, reference forms, and college/university transcript request forms.
- Responses to Attachment A of this RFP.
- Information supporting your ability to provide Full-Service Substitute Staffing Services. "Full-Service" as defined here, means that provider will staff and manage all substitute assignments for designated employee types.
- Comply with all applicable Federal and State laws, rules and regulations, including, but not limited to, wages and hours of employment requirements.
- Offer employment to the District's substitute employees in good standing.
- Each substitute employee must be in possession of any and all valid licenses and certifications required by State law pertaining to public school employment and must be qualified as stipulated in the specifications.
- Information supporting your ability to compensate employees according to the minimum rates provided herein and in accordance with legal requirements. The awarded Contractor will have the sole responsibility to compensate its employees, including all applicable employer taxes and workers' compensation.

Information supporting your ability to provide employees who are thoroughly trained, qualified, and capable of performing the work assigned to them and to report to work in appropriate professional dress and maintain a professional demeanor. The District HR Department will receive a copy of the training material that substitutes are provided. All personnel will report.

CONTRACT NEGOTIATIONS

By submitting a proposal, each contractor acknowledges and agrees that the Board's selection of their firm shall in no way create a valid or binding contract between the contractor and the District. Any contractor submitting a proposal agrees, by submitting a proposal, that this RFP shall be made an exhibit to and incorporated into the final contract between the contractor and the District, including all requirements of the selected contractor included in this RFP. Any contractor submitting a proposal further agrees that, should their proposal be selected by the District, the final contract between the contractor and the District shall contain substantially the same terms as those contained in Attachment B attached hereto. The contractor further agrees that it will make no attempt to change, delete or

otherwise modify these contractual terms through its proposal or after selection of the contractor as the lowest or best proposal, and further agrees that any attempt to do so shall be grounds for the District to reject the contractor's proposal or otherwise cease negotiations with the selected contractor and select the next lowest or best proposal.

REPORTS

The selected contractor will be required to provide the District's Human Resources staff with the following reports:

- Daily, weekly, and monthly reports reflecting the percentage of assignments filled.
- Daily, weekly, and monthly reports containing all data related to assignments filled. The report must contain the date(s) of each assignment, job number, school location, absent teacher or paraprofessional, and substitute assigned.
- Weekly reports indicating the account code charged for each absence and for each school location.
- Daily report indicating individuals who requested or input absences.
- Progress reports at the end each semester, summer session, and school year, with the school year report being a comprehensive yearly report.
- Trending data from year to year tracking areas of achievement and deficiencies.
- Additional reporting samples that assist or add value to the substitute services program.

SUBSTITUTES' RESPONSIBILITIES

- Report to the main office upon entering school buildings.
- Be appropriately dressed and wear an ID badge (provided by the contractor) at all times.
- Follow lesson plans/assignments as given.
- Complete feedback forms for classroom teachers.
- Comply with and conduct oneself in accordance with District Policies, Procedures, & Regulations.

Job Descriptions located in Exhibit A

COMPLAINT RESOLUTION

If there is a complaint from the building administrator, the Substitute may be removed from the assignment and not be placed in another assignment until an investigation has been completed and the District's Human Resource Department has been informed of the situation. The District reserves the right to restrict a particular Substitute from working at a specific location and/or the District as a whole.

SOCIAL SECURITY CONTRIBUTIONS

The District is NOT liable for Social Security contributions pursuant to Section 418, U.S. Code, relative to the compensation of the selected contractor during the period of this contract. The selected contractor will be solely responsible for any claims made by its employees under the Fair Labor Standards Act.

AFFORDABLE HEALTHCARE ACT

The selected contractor will be responsible for tracking, monitoring, and reporting employment hours and complying with the Affordable Healthcare Act for all Substitutes, and paying for health insurance costs.

BACKGROUND CHECKS

The selected contractor shall be required to conduct local, state, and national background checks for all Substitutes prior to assigning them to the District. Local checks will be conducted via the MSHP. State and national checks shall be conducted in accordance with the standards set forth by the Missouri Department of Elementary and Secondary Education (DESE). All costs associated with performing these background checks shall be the responsibility of the selected contractor. Failure to meet the standards for background checks set forth by Missouri DESE shall be cause for termination of the contract at the District's discretion.

SUBSTITUTE QUALIFICATIONS

All Substitutes must possess at least three professional references, possess original transcripts of college course/credits if required, pass the MACHS Fingerprint background check, and have an acceptable result from a Child Abuse or Neglect/Criminal Record check within the past year. All substitutes must also complete the contractor's application, including all work history and all arrests or conviction admissions.

REFERENCES

Contractors are required to submit with their proposals a list of references from school districts currently being provided with substitute services by the contractor for at least one school year. References must include name, address, contact person, phone number, and length of the contract, in order to verify satisfactory performance. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR NOT BEING CONSIDERED FOR AWARD AT THE DISTRICT'S DISCRETION. Unsatisfactory references may result in the contractor not being considered for award at the District's discretion.

BILLING

Invoices will be accepted on a weekly basis via electronic submittal in a mutually agreed-upon format. Bills received by the last working day of the month are to be paid at the following month's board meeting.

The District will not be required to pay any fees, penalties, or other amounts to the selected contractor in the event the District hires a substitute into any full or part-time position within the District, and the selected contractor will not require any of its Substitutes providing services to the District to agree not to accept any full or part-time position with the District without paying a fee, penalty, or other amount to the selected contractor.

ASSIGNMENT OF CONTRACT AND/OR PAYMENT

Because the District will be awarding this contract to the selected contractor based on the proposal submitted by the selected contractor, the selected contractor may not assign, in whole or in part, the final contract without the prior written consent of the District. The selected contractor shall also not assign payments under the final contract without the prior written consent of the District.

INSURANCE

The selected contractor shall maintain the following insurance coverage during the entire term of the contract:

1. Worker's Compensation Insurance in compliance with Missouri law,
2. Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000 per occurrence and \$3,000,000 aggregate.

3. Vehicle Public Liability and Property Damage Insurance with minimum limits of \$1,000,000 combined single limit
4. Additional Insured Endorsement naming the District as an additional insured on all policies required by these specifications (excluding worker's compensation and employer's liability).
5. All policies should contain cancellation endorsements providing thirty (30) days of written notice of cancellation, non-renewal, and/or reduction in coverage limits before the effective date of the change.
6. Indemnification shall be by the terms and conditions of this RFP.

Insurance shall be written through a company that is admitted to do business in the State of Missouri. Before the commencement of any work under the contract, the contractor shall provide Certificates of Insurance for the above coverage to the Independence School District, 201 N. Forest Ave, Independence, MO 64050, care of Dr. Lance Stout, Deputy Superintendent of Operations. Reference to the contract must be shown on the certificates provided. Annual renewals must be provided at the time of acceptance of the renewal.

FAMILIARITY WITH LAWS

The selected contractor is required to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations, as well as all District Policies, Procedures, and Regulations, that in any manner affect the work. Ignorance on the part of the contractor will in no way relieve it from responsibility for compliance with its requirements.

AVAILABILITY OF FUNDS

The obligations of the District under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Missouri.

ACCESS TO RECORDS

The selected contractor will provide the District with access to and, upon request, copies of all documents and records pertaining to contractor's provision of services to the District. The final contract between the District and the selected contractor may be unilaterally canceled by the District for refusal of the contractor to allow public access to such documents or records.

TERMINATION OF CONTRACT

In the event the selected contractor violates any of the provisions of the final contract, the District or its designee will give written notice to the contractor stating the deficiencies and, unless the deficiencies are corrected within thirty (30) days from receipt of such notice, the District may immediately terminate the contract. Upon termination, the District may pursue any legal remedies as provided in the contract and by law.

The District reserves the right to terminate any contract resulting from this RFP at any time and for any reason upon giving sixty (60) days' prior written notice to the selected contractor. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the contractor that amount of the contract performed to the date of termination. Access and copies (upon request) to any documents or records pertaining to the contractor's services to the District will be provided to the District after any such termination for a period of three (3) years from the date of termination.

The contractor will have the option to terminate the contract upon written notice to the District's Superintendent. Such notice must be received at least ninety (90) days before the effective date of termination. Cancellation of the contract by the contractor may result in removal of the contractor from the District's list of approved bidders/contractors for three (3) years, at the District's discretion.

CIRCUMSTANCES BEYOND CONTROL

Whenever the contractor's place of business, mode of delivery, or labor pool has been disrupted by acts of government, nature, civic commotion, war, or terrorism, it shall be the responsibility of the contractor to promptly advise the Dr. Lance Stout, Deputy Superintendent of Operations, in writing, as to the extent of this disruption and its probable effect upon the contract. If, in the opinion of the District, the disruption presented is commensurate with the conditions established herein, the District may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or terminate the contract. The contractor will be given written notification of all decisions made. While the decision of the District shall be final, the goal will be a mutually beneficial solution.

ATTACHMENT A

History and Structure:

- When was your company established and how long has your company been providing substitute staffing services to school districts?
- What is your organizational structure?
- Who will be our contacts and are they local or outside of the area? Please include city, state, and hours of operation.
- How many school districts do you service?
- Please provide references from schools or districts currently using your services.
- Please provide your experience providing full-service substitute teacher, substitute paraprofessional, early education teacher, early education paraprofessional, and special education paraprofessional services to public school districts.
- Provide all school districts you have done business with. Include the term and length of the contract.
- Has your company been involved in any litigation with a school district? If so, please provide the case number, heading, court, and any other information about the matter you wish the District to consider.

Implementation:

- Describe your implementation process, staffing, timeline, and how long it takes.
- Is there an extra or separate cost for implementation?
- Please provide information on 2-3 recent implementations you have completed.
- Given the District's estimated absences, how many individuals would you need to employ to support this contract?
- How many substitutes do you currently employ within 45 minute drive time of Independence?

Recruiting, Screening, and Hiring Process:

- Describe your process for sourcing and identifying qualified substitutes.
- Describe your best-recruiting strategies.
- Describe your hiring process for all substitutes.
- Provide information detailing successful placement/fill rates to include the processes/strategies, systems and best practices to accomplish these actions.
- What forms of screenings are administered to verify that a substitute has the necessary credentials in our District (e.g. fingerprinting, background checks)?
- Are you compliant with the requirement of using E-Verify I-9?
- What considerations will you give to retired District teachers for job selection, if any?

Orientation and Training

- Describe your orientation and training processes for substitutes before they start.
- How are your substitutes made aware of District-specific policies and procedures?
- Do you provide your substitutes with opportunities for continuing education, such as online courses or professional development?

Assigning and Scheduling

- Explain the process of requesting a substitute.
- How are same-day or last-minute requests for a substitute handled?
- Now, do you ensure building exclusions?

System/Technology

- Is there an extra or separate cost for the scheduling system?
- What kind of reporting is available?
- What kind of training is provided?

Quality Control Process

- Who will handle performance and employee relation issues with your substitute?
- Provide evaluation examples
- How will you notify us of your progress?
- What reports and updates will be provided to the District?

Recognition and Retention Programs

- What types of benefits do you offer your substitutes?
- What recognition programs are in place for the incentive and retention of substitutes?

Billing, Reporting, and Payroll

- What are your payroll, billing, and reporting capabilities?
- Provide a Certificate of Insurance
- Pricing - Submit the cost schedule for the positions in the RFP
- Provide samples of all reporting requested in RFP and any other reports you feel would be beneficial to the District.
- How do you assure each billing submitted has all time in it for the previous work week?
- How do you handle late billings?

ATTACHMENT B

The following terms shall be included in the final contract between the selected contractor and the District in substantially the same form as shown herein.

1. **Warranties.** Contractor agrees, warrants, and represents that it is qualified, experienced, capable, and if applicable, licensed, to provide the Services set forth under this Agreement.

2. **Relationship of the Parties.** Contractor will act solely as an independent contractor retained by the District to perform the educational services identified in this Agreement. Nothing in this Agreement shall create or imply an agency relationship between Contractor and the District, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties. Contractor is the sole employer of Substitutes and the District shall not be deemed or considered to be an employer or joint employer of Substitutes for purposes of any services performed pursuant to this Agreement. Contractor will furnish all labor necessary to perform the work described in this Agreement, and shall solely control the means, manner and method of performance. Should the District have any issues or concerns with Substitutes or the services they provide, the District shall have the right to notify Contractor of those issues or concerns and make recommendations, or suggestions, or requirements to resolve them. Contractor, however, exclusively retains all rights and responsibilities inherent in the employment relationship, including but not limited to, the right to hire, fire, discipline, supervise and otherwise control the terms and conditions of employment of Substitutes. Contractor also has sole responsibility for payment of wages and benefits, withholding and payment of any applicable local, state or federal taxes, payment for Workers' Compensation protection, unemployment insurance taxes and other employer obligations as such relates to Substitutes. Should any individual or entity assert a claim against the District for any liability associated with payment of salaries, wages, benefits, payroll or other taxes related to Substitutes during the time they were employed by Contractor, the District shall immediately notify Contractor and Contractor shall defend the District at its sole expense, and shall indemnify the District against any and all liability or damages associated with any such claim. Notwithstanding the exclusive rights of Contractor to control Substitutes, the District has the right to remove from its premises any Substitutes, refuse to accept any proposed Substitutes, refuse entry, and/or refuse acceptance of usage of any Substitutes that may have already been removed or terminated from the District as a previous employee. In the event any Substitutes are unsuitable to the District, Contractor will provide a replacement suitable to the District.

While providing services to the District, Substitutes shall be deemed employees of Contractor and shall be managed and controlled by Contractor as their employer. Substitutes are not eligible for any District wages, benefits or contract privileges, nor are they covered by laws or programs applicable exclusively to public school employees, including but not limited to the Missouri Teacher Tenure Act, the Public School and Education Employee Retirement Systems of Missouri, or the Missouri Revised Statutes. Substitutes may not receive mileage, conference fees, training expenses, or other similar expenses from the District. The District has the right to remove a Substitute or other employee of Contractor who violates the District's policies, rules, and/or procedures from the District's premises and/or from the District's school activities.

3. **Background.** The District shall not be required to accept a Substitute to provide Services under this Agreement if such person has been convicted of any of the following offenses:
 - a. Any crime involving moral turpitude under the laws of Missouri, the laws of any other state, the laws of the United States, or any other country, pursuant to Mo. Ann. Stat. § 168.071.1(1);
 - b. Any offense enumerated in Mo. Ann. Stat. § 168.071.6;
 - c. Any offense of a substantially similar enactment (to those enumerated in a-b, above) of the United

- States or another State; or
- d. any other offense that would, in the judgment of the District, create a potential risk to the safety and security of students serviced by the District or employees of the District.
4. **Invoicing.** Upon receipt of an invoice from Contractor, the District shall have forty-five (45) days to provide payment for the same unless an objection to the amount charged is made by the District. If an objection is made, the parties shall discuss the objection and attempt to reach a resolution.
 5. **Insurance.** The parties agree and understand that the District's inclusion as an additional insured on Contractor's applicable insurance policies and the insurance coverage thereby provided to the District is neither intended nor required to provide coverage to the District for claims from which the District enjoys sovereign immunity. The applicable Certificate of Insurance listing the District as an additional insured may contain specific coverage exemptions for the District from such claims. In addition, such insurance shall remain in effect until such time as District has determined that this Agreement is complete.
 6. **Registered Sex Offenders.** Contractor shall not use any employee to provide services to the District who is a registered sex offender. This condition shall also apply to any subcontractors of Contractor.
 7. **Compliance.** Contractor, including Substitutes, shall adhere to all of District's rules, regulations, policies, and procedures when engaged in the performance of this Agreement, including but not limited to Board Policies, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), if applicable, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws.
 8. **FERPA.** With respect to access to personally identifiable information from education records, as those terms are defined under FERPA, Contractor represents, warrants, and agrees that:
 - a. Contractor has a legitimate educational interest in accessing the information;
 - b. Contractor performs an institutional service or function for which the District would otherwise use employees;
 - c. Contractor is under the direct control of the District with respect to the use and maintenance of education records; and
 - d. Contractor is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and redisclosure of personally identifiable information from education records.
 9. **E-Verify.** Within 7 days of the execution of this Agreement, Contractor shall provide to the District an affidavit of compliance with E-Verify rules including a notarized statement that Contractor has enrolled in and is currently participating in E-Verify or an equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA) and that Contractor does not knowingly employ any person who is an unauthorized alien in conjunction with the Services being provided under this Agreement.
 10. **Anti-Discrimination Against Israel.** To the extent that § 34.600, RSMo. applies to this Agreement, Contractor hereby certifies pursuant to said statute that it is not currently engaged in and shall not for the duration of this Agreement engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or, persons or entities doing business in the State of Israel.

11. **Entire Agreement.** This Agreement contains the entire Agreement of the Parties, superseding all other representations, inducements, promises, or agreements between them, oral or otherwise, prior to or contemporaneous, pertaining to the Services called for under this Agreement.
12. **Non-Waiver.** No failure of either party to exercise any power or right this Agreement gives or to insist upon compliance with any obligation under this Agreement, and no custom or practice of the Parties that varies from the terms of this Agreement shall waive either party's right to demand full compliance with this Agreement.
13. **Severability.** In the event any court holds one or more clauses of this Agreement void or unenforceable, the Parties shall treat the clause or those clauses as separate and shall treat the remainder of this Agreement as valid and in full force and effect.
14. **Governing Law/Venue.** This Agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this Agreement, the Parties agree that the sole and exclusive venue for such actions is the Circuit Court of Jackson County, Missouri, and each party consents to the jurisdiction of such court.
15. **Indemnification.** Contractor shall defend, hold harmless, and indemnify the District, its governing Board, officers, agents, and employees from every claim, demand, loss, and expense which may be made by reason of any injury to person or damage to property sustained by any person, firm, or corporation, caused by the acts or omissions of Contractor or any person, firm, or corporation employed by Contractor, including any subcontractors and Substitutes, in connection with Contractor's performance under this Agreement.
16. **Taxes.** Contractor is responsible for the payment of all taxes that are payable as the employer or contractor of Substitutes. Contractor further agrees to indemnify and hold harmless the District for any liability with the Internal Revenue Service or any State tax agency, as well as local laws and regulations regarding the payment of such taxes on wages paid Contractor's employees, including, but not limited to, withholdings for FICA, Medicare, Social Security, and income tax. Contractor shall indemnify and hold harmless the District and its officers, directors, and employees for any claims brought or liabilities imposed against the District, including claims related to workers' compensation, wage and hour laws, employment taxes, and benefits. The District shall notify Contractor when any such claim has been asserted against the District and the District becomes aware of the applicability of this paragraph. Failure of the District to notify Contractor thirty (30) days of the date the District becomes aware of any such claims shall release Contractor from any liability that it may otherwise incur under this paragraph provided that the delay caused prejudice to Contractor or disallowed Contractor to rectify such action.
17. **Health Coverage.** Contractor and the District intend to satisfy the requirements of Treasury Regulation 54.4980H-4(b)(2) under which an offer of group health coverage by Contractor is deemed to be an offer of group health coverage by the District for all purposes of Section 4980H of the Internal Revenue Code. As a result, Contractor will offer each Substitute the opportunity to enroll in a group health plan that constitutes "minimum essential coverage" as defined in Section 5000A(f) of the Internal Revenue Code as of the first day of the month following the completion of a 30-day waiting period. Contractor will indemnify and defend the District against any assessable payments imposed on the District with respect to Substitutes under Section 4980H(b) of the Internal Revenue Code.

18. **Sovereign Immunity.** Nothing in this Agreement shall constitute any waiver of the District's sovereign immunity from lawsuits, pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.
19. **Assignment/Subcontracting.** Contractor may not assign, subcontract, or transfer any of its rights burdens, duties, or obligations under this Agreement without the written consent of the District.
20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.
21. **Confidentiality.** Contractor shall keep confidential and shall not disclose to any third party, other than the District, all records related to the Services provided by Contractor to the District pursuant to this Agreement. Notwithstanding the foregoing, Contractor may disclose such records to third parties providing services to Contractor to the extent necessary for said third party to provide services to Contractor, so long as said third party agrees in writing to be bound by the confidentiality restrictions contained in this Agreement in the same manner as Contractor. Contractor may also disclose such confidential records in response to a valid subpoena or court order, so long as Contractor provides the District with immediate notice and a copy of said subpoena or court order so that the District may, at its option, take measures to protect the disclosure of such records.

ATTACHMENT C
Position Descriptions

SUBSTITUTE REGISTERED NURSE

Qualifications:

- Registered Professional Nurse, licensed in Missouri
- CPR certified (instructor certification preferred)
- Hepatitis B Vaccine series
- Three to five years of experience working with children/adolescents preferred
- Individual who can provide leadership and supervision to staff
- Understands and respects confidentiality of information
- Displays the ability to multi-task
- Is physically capable of assisting student with health care needs that may require lifting, positioning, transferring, restraining or transporting within the school environment and during school events
- Able to comfortably lift and reposition weight

Fair Labor Standards Act Status: Non-Exempt

Reports to:

Director of Health Services
Building Principal

Job Goal:

The school nurse strengthens and facilitates the educational process by protecting the health status of children and by identifying and assisting in the removal or modification of health related barriers to the learning process. The major focus of school nursing services is the prevention of illness and disability, health promotion, and the early detection and correction of health problems. The school nurse is prepared and uniquely qualified in preventative health, health assessment, and referral procedures.

Performance Responsibilities:

- A. Functions of the school nurse include but are not limited to:
- Promotes and protects the optimal health status of children
 - Provides health assessments and documents appropriately
 - Develops and implements Individualized Health Plan(s)
 - Develops and implements Emergency Action Plan(s) as directed
 - Collects, maintains, evaluates, and interprets health data of children
 - Participates as the health team specialist on the child education evaluation team to develop the Individual Education Plan and 504 Plans
 - Promotes and assists in the control of communicable diseases
 - Administers medications according to district guidelines
 - Maintains confidentiality under HIPAA and FERPA guidelines
 - Recommends provisions for a safe school environment
 - Provides health education

- Maintains data/reports outlined in the Health Services Manual and State Contract
- Coordinates school and community health activities
- Acts as a resource person in promoting health careers
- Provides health counseling for staff and support employee wellness programs
- Supports and follows district policies, procedures, and guidelines
- Screens students according to screening guidelines, enters data and follows referral/case management protocols
- Performs other duties as assigned by Director of Health Services

B. Direct Education and Assistive Activities:

- Participates in educational health programs/presentations/screenings
- Provides escorts and assistance to students as necessary
- Alerts teachers/staff to special needs of individual students
- Collaborates with FSL's and counselors to identify and solve problems
- Collaborates with Nutrition Services for special nutritional needs of students

Evaluation:

Performance of this job will be evaluated by the supervisor using the Substitute Nurse Evaluation Form.

SUBSTITUTE LICENSED PRACTICAL NURSE

Qualifications:

- Currently licensed to practice in Missouri as an LPN
- CPR certified
- Hepatitis B Vaccine series
- Demonstrates ability to work effectively under the direction of an RN
- Demonstrates ability to work and communicate cooperatively with others
- Displays the ability to multi task
- Is physically capable of assisting student with health care needs that may require lifting, positioning, transferring, restraining or transporting within the school environment and during school events
- Able to comfortably lift and reposition weight

Fair Labor Standards Act Status: Non-Exempt

Reports To:

Director of Health Services
Building Principal

Job Goal:

The school nurse strengthens and facilitates the educational process by protecting the health status of children by identifying and assisting in the removal or modification of health related barrier to the learning process. The major focus of school health services is the prevention of illness and disability,

health promotion, and the early detection and correction of health problems. The school nurse is prepared and uniquely qualified in preventative health, health assessment and referral procedures.

Performance Responsibilities:

- A. Direct Nursing Care Activities as delegated by Director of Health Services or RN:
 - Promotes and protects the optimal health status of children
 - Provides health assessments and documents appropriately
 - Develops and implements Individualized Health Plans (IHP)
 - Develops and implements Emergency Action Plans (EAP)
 - Collects, maintains, evaluates and interprets health data of children
 - Participates as the health team specialist on the child education evaluation team to develop the Individual Education Plan and 504 Plans
 - Promotes and assists in the control of communicable diseases
 - Administers medications according to district guidelines
 - Maintains confidentiality under HIPAA and FERPA guidelines
 - Recommends provisions for a safe school environment
 - Provides health education
 - Maintains data/reports outlined in Health Services Manual and State contract
 - Coordinates school and community health activities
 - Acts as a resource person in promoting health careers
 - Provides health counseling for staff and support employee wellness programs
 - Supports and follows district policies, procedures and guidelines
 - Screens students according to screening guidelines, enters data and follows referral/case management protocols
 - Performs other duties as assigned by Director of Health Services
- B. Direct Educational and Assistive Activities:
 - Participates in educational programs/presentations/screenings
 - Provides escorts and assistance to students as necessary
 - Alerts teachers/staff to special needs of individual students
 - Collaborates with FSL's and counselors to identify and solve problems
 - Collaborates with Nutrition Services for special nutritional needs of students

Evaluation:

Performance of this job will be evaluated by the supervisor using the Substitute Nurse Evaluation form.

SUBSTITUTE EARLY EDUCATION TEACHER

Qualifications:

- Bachelors Degree in Early Education or Bachelors in a related degree, with 45 hours in Child Development required
- Must lift, carry, and hold children up to 50 pounds
- Ability to stoop, crawl, kneel, and bend in order to speak to children at the child's eye level, to play with children, and to pick up toys and equipment from the floor

- Two or more years of experience in teaching children in the early education field preferred

Fair Labor Standards Act Status: Non-Exempt

Reports to:

Principal

Early Education Specialist

Job Goal:

To effectively supervise, plan, coordinate, and direct instruction in the preschool classroom.

Performance Responsibilities:

- Provide a nurturing and appropriate learning environment for children in the early education program
- Maintain orderly physical environment conducive to optimal growth and development of children
- Responsible for providing instructional direction using approved curriculum, lesson planning, documentation, and goal setting for children in the classroom
- Responsible for becoming knowledgeable in utilizing technology to support instruction
- Acquire a thorough knowledge of Head Start Performance Standards, integrating all areas into the education program
- Responsible for lesson plans and providing developmentally appropriate experiences that encourage diversity and recognize individual differences, regardless of special abilities, talents, ethnic heritage, culture, or language
- Responsible for developing and maintaining positive working relationships with support staff and key building personnel
- Maintain visual and auditory awareness of children at all times to ensure their safety in the classroom and on the playground
- Know and use appropriate, positive guidance and discipline techniques throughout daily routines and as children transition from one activity to another
- Organize and implement authentic, on-going student assessment, to include anecdotal notes, running records, checklists, portfolio items, etc.
- Make a minimum of two home visits and two parent conferences per year
- Complete required paperwork and maintain in an organized fashion
- Follow State of Missouri licensing and Federal Head Start procedures to safeguard the health and safety of children in the program
- Participate in making and following a professional development plan to be updated annually
- Follow District policies and procedures
- Maintain client confidentiality according to established policy
- Attend all required meetings, including designated evening meetings
- Submit an initial physical examination upon hire and then every three (3) years following
- Submit an initial tuberculin screening upon hire
- Complete CPR training and obtain Food Handler's Permit within 30 days
- Have the ability to be flexible in working alternative hours on nontraditional program days
- Complete other duties as defined and assigned

Terms of Employment:

The Early Education Teacher will be employed for a nine (9) or twelve (12) month position. The salary and the work year will be established annually by the Board of Education.

Evaluation:

Performance of this job will be evaluated by the Principal and Early Education Specialist using the Early Education Teacher Evaluation.

SUBSTITUTE EARLY EDUCATION TEACHER ASSISTANT**Qualifications:**

- High School Diploma or GED required
- Successful experience working with preschool children desired
- Able to lift, carry, and hold children up to 50 pounds
- Ability to stoop, crawl, kneel, and bend in order to speak to children at the child's eye level, to play with children, and to pick up toys and equipment from the floor

Fair Labor Standards Act Status: Non-Exempt

Reports to:

Principal

Early Education Specialist

Job Goal:

To assist the teacher in the implementation of Head Start Performance Standards.

Performance Responsibilities:

- Responsible for providing a nurturing and appropriate learning environment for children in the Early Education program
- Responsible for implementing a program for children that will provide experiences that encourage individual differences of the children regardless of special abilities, talents, ethnic heritage, culture, and language
- Share responsibilities of maintaining the physical environment by assembling materials needed for the daily activities, being responsible for daily sign in/sign out of children, participating in the daily classroom activities and making suggestions in planning and guiding of the learning activities
- Support and implement a process oriented curriculum
- Assist in communicating and establishing rapport with families
- Attend and participate in parent and staff meetings and training sessions
- Participate in at least two home visits and two parent conferences per year
- Know and use appropriate, positive guidance, and discipline techniques
- Maintain visual and auditory awareness of children at all times to ensure their safety in the classroom, on the playground, and on field trips
- Act as a team member in lesson planning and record keeping

- Maintain client confidentiality according to established policy
- Attend all required meetings, including designated evening meetings
- Submit initial physical examination upon hire and every three (3) years following
- Submit initial tuberculin screening upon hire
- Complete CPR training within 30 days of hire
- Maintain current Food Handler's Permit
- Follow district policies and procedures
- Have the ability to be flexible in working alternative hours on nontraditional program days
- Other duties as defined and assigned

Terms of Employment:

The Early Education Teacher Assistant will be employed in a nine (9) or twelve (12) month position. The salary and the work year will be established annually by the Board of Education.

Evaluation:

Performance of this job will be evaluated by the Principal and Early Education Specialist using the Early Education Teacher Assistant Evaluation.

SUBSTITUTE TEACHER

Qualifications:

- Hold a current Missouri Teacher's Certificate or Substitute Certification
- Have successfully completed sixty (60) semester hours or more of credit from an academic degree granting institution which is contained within the United States Department of Education's Directory of Post-Secondary Institutions, or approved by the Commissioner of Education and possesses good moral character.

Reports to:

Building Principal

Job Goal:

In the absence of permanent classroom teachers, a substitute's role is to maintain the educational integrity of the classroom.

Performance Responsibilities for District Substitute:

- Use correct procedures to accept assignments through Sub Finder or with district personnel
- Maintain a professional presentation of self
- Follow lesson plans/instructions provided
- Follow time schedule provided
- Leave necessary explanation of work
- Maintain positive rapport with students, teachers, and administrators
- Practice effective classroom management
- Leave classroom clean and orderly for the next day
- Check necessary student work
- Maintain confidentiality at all times

- Follow district policies and procedures
- Lead students in necessary emergency procedures

Evaluation:

Substitutes will be evaluated by the returning classroom teacher and by the building administrator using the Substitute Teacher Evaluation Form. This evaluation will be reviewed by the Substitute Services Office and will become a part of the substitute's personnel file.

SUBSTITUTE PARAPROFESSIONAL**Qualifications:**

- Hold a current Substitute Certification
- Have successfully completed sixty (36) semester hours or more of credit from an academic degree granting institution which is contained within the United States Department of Education's Directory of Post-Secondary Institutions, or approved by the Commissioner of Education and possesses good moral character.

Reports to:

Appropriate Special Education Staff
Building Principal

Job Goal:

To work under the direction of a special education teacher and help students meet learning and/or behavioral goals outlined in the District's curriculum, the school's plan, and/or specialized plans, such as the Individualized Educational Program (IEP) or the Title I Plan.

Performance Responsibilities for District Substitute:

- Use correct procedures to accept assignments through Sub Finder or with district personnel
- Maintain a professional presentation of self
- To work cooperatively and collaboratively with teachers, administrators, and other staff members in the implementation of instructional and behavior plans for students
- To work with individual students or small groups of students to reinforce the learning of material or skills introduced by the teacher
- To assist teachers as they teach lessons, implement small group instruction, and monitor progress.
- To interact positively with students and model appropriate behavior
- To maintain confidentiality of student records and other information shared about students
- Follow district policies and procedures

Evaluation:

Substitutes will be evaluated by the classroom teacher and by the building administrator using the Substitute Teacher Evaluation Form. This evaluation will be reviewed by the Substitute Services Office and will become a part of the substitute's personnel file.