

Final Copy
3/2/2020 200106

APPROVED

| CONTRACT REVIEW FORM ("CRF") | | BOARD MEETING DATE: |
|---|--|---|
| Date Submitted: <u>2/12/2020</u> | | WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED |
| Contract Initiator (Name of Person Overseeing the Contract): <u>Brenda Leutman</u> | | Telephone Number: <u>336.6702</u> |
| School/Department Submitting Contract: <u>Human Resources</u> | | |
| Vendor/Contractor Name: <u>Kelly Services</u> | | |
| Contract Title: <u>Early Childhood Ed Services Addendum to Agreement for Ed. Staffing</u> | | |
| Contract Type: New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Extension <input type="checkbox"/> Date Original Contract Approved: | | |
| Contract Term: <u>Aug 2018 - August 2023</u> | | Renewal Option(s): |
| Contract Cost: <u>Varies as Needed</u> Payment Schedule (Monthly? Upon delivery? When finished?): | | |
| Funding Source: <u>General budget</u> | | Purchase Requisition No.: |
| Strategic Plan Tie-in Explanation: | | |
| Pre-Approved by Superintendent or Designee? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | | |
| Additional Information: <u>Addendum allows proper staffing of Clay County's Early Childhood centers when daycare instructor is absent.</u> | | |
| CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED? | | <div style="border: 1px solid red; padding: 5px; color: red; font-weight: bold;">RECEIVED</div> <div style="color: blue; font-size: small;">2/18/2020</div> |
| <input type="checkbox"/> Completed Contract Review Form <input type="checkbox"/> SBAO Template Contract or other Contract (with all basic and mandatory terms) <input type="checkbox"/> SIGNED 2018 Addendum A (if not an SBAO Template Contract)* <small>*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated." <input type="checkbox"/> Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements: <small>COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better. General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate. Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses). Workers' Compensation = \$100,000 Minimum [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].</small> </small> | | |

| Approvals | | | Comments |
|--------------------------------|------------|--------|---|
| Purchasing Department | Approved | Denied | <u>With concerns/changes on Addendum addressed.</u> |
| Review Date: <u>2/14/2020</u> | <u>BTS</u> | | |
| Risk Management Department | Approved | Denied | |
| Review Date: | | | |
| School Board Attorney | Approved | Denied | <u>ASKED</u> |
| Review Date: <u>2/19/20</u> | <u>JB</u> | | |
| Information & Technology Dept. | Approved | Denied | |
| Review Date: | | | |
| Business Affairs Division | Approved | Denied | |
| Review Date: | | | |

Contract Review Form, Nov 2018, SBAO

2/24/2020 SBCC Final Addendum Sent to Vendor

3/2/2020 - Done Received Final Clean copy

RECEIVED

FEB 13 2020

PURCHASING



**EARLY CHILDHOOD EDUCATION SERVICES
ADDENDUM TO AGREEMENT FOR EDUCATIONAL STAFFING**

This Addendum ("Addendum") is between Kelly Services, Inc. ("Kelly") and School Board of Clay County, Florida ("Customer").

RECITALS

- A. Kelly, through its service line Kelly Educational Staffing, and Customer have agreed to enter into the Agreement for Educational Staffing ("Agreement") dated October 15, 2013 then renewed October 15, 2018.
- B. Kelly and Customer desire to add this Addendum to the Agreement to modify the Agreement to include Early Childhood Education Services as set forth below.

For the provision of Early Childhood Education Services, in addition to the terms in the Agreement, the parties agree as follows:

AGREEMENT

The following shall be added to Section 4, Customer Responsibilities:

- (m) "If Assigned employees are asked to provide medication, Customer will assume all liability and responsibility, and Assigned Employees will administer medication at the direct supervision of the Customer.
- (n) Notify Kelly of any changes or cancellations to an assignment. If Customer is requesting to cancel a same day assignment, Customer must call Kelly *by 6:15 a.m.* to ensure Kelly has enough time to notify the Assigned Employee. If Kelly is not notified of this cancellation and Assigned Employee is on their way or arrives for work Customer agrees it will be invoiced for four (4) hours;
- (o) Treat all Assigned Employee personally identifiable information and documentation as highly confidential and use it strictly for compliance purposes;
- (p) Orient all Assigned Employees in a timely fashion of any Customer specific information necessary for performance of the Services required per state licensing regulations;
- (q) Not allow Kelly Assigned Employees to drive anyone in any vehicle, or otherwise drive any motor vehicle as part of their assignment;
- (r) Ensure that the Assigned Employees do not have sole custody of a single student or child, or administer or maintain custody of any student unless at the direction of the Customer;"

The following shall be added to Section 5, Customer Representations:

- (i) Its actions under this Agreement do not violate its obligations under any agreement that Customer has with any labor union;
- (j) It has disclosed to Kelly all screening requirements that Customer would use for the positions covered by this Agreement if the Customer were directly employing individuals in such positions;
- (k) It will neither request nor require that the Assigned Employees perform duties outside of Customer's premises unless Kelly gives Customer written consent in advance.

The following shall be added to Section 6, Billing and Payment Terms, subsection (a) Invoices:

- (e) **Payment.** Customer shall issue payment in accordance with Section 218.70 et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of provided in accordance with the terms and conditions of this Agreement. Any penalty for delay in payment shall be in accordance with applicable law.
- (f) **Federal Requirements.** Customer may utilize federal funds for its payment pursuant to the Agreement; accordingly, Kelly shall execute and deliver to the Customer, concurrent with its signature of the Addendum the following, all of which shall be incorporated into the Agreement by this reference: MANDATORY CERTIFICATIONS: CONTRACTS SUPPORTED BY FEDERAL FUNDS. These forms are assembled in the composite Exhibit D attached hereto and incorporated herein by this reference.
- (g) **Funding Out.** Each payment obligation of the Customer created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available this Agreement may be terminated by the Customer at the end of the period for which funds



are available. If such event occurs, then the Customer shall notify Kelly at the earliest possible time before such termination. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

A new section shall be added to the agreement as follows:

"PUBLIC DISCLOSURE

Customer hereby grants to Kelly the right to use the Customer's name for advertising and other promotional purposes, including the fact that the Customer is partnering with Kelly."

This Addendum will become effective when both parties have signed it. The date on which the last party has signed this Addendum (as indicated by the date associated with that party's signature) will be deemed the date of this Addendum. If there is any conflict between the provisions of this Addendum and corresponding provisions of the Agreement as it relates to Payroll Services, the provisions of this Addendum shall control.

KELLY SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

SCHOOL BOARD OF CLAY COUNTY

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT D

MANDATORY CERTIFICATIONS: CONTRACTS SUPPORTED BY FEDERAL FUNDS

The purpose of this document is to ensure Contractor compliance with local, state, and federal regulations which apply to Contractor agreements whereby The School Board of Clay County, Florida ("School Board")/Clay County District Schools ("CCDS") provides payment from federal funding sources. By signing the following certifications and statements, the Contractor affirms its/his/her compliance with such regulations (as described below) throughout the term of an agreement with the School Board.

REGULATORY COMPLIANCE STATEMENT

1. The Contractor agrees to allow CCDS, a federal granting agency, the Comptroller General of the United States or Florida, or any of their duly authorized representatives reasonable access to Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow CCDS to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to CCDS a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to CCDS a non-collusion affidavit.
7. The Contractor agrees to properly complete and submit to CCDS a federal drug free workplace certification form.
8. The Contractor agrees CCDS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees CCDS may seek remedies for damages, if applicable.
9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.



PUBLIC ENTITY CRIME BAR: A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH A PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

DISCRIMINATORY VENDOR BAR: AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

THE FOREGOING IS ACKNOWLEDGED AND AGREED TO BY THE CONTRACTOR.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)



CERTIFICATION REGARDING NON-DISCRIMINATION

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT ITS GOOD FAITH PROVISION OF THIS ASSURANCE AND CERTIFICATION CONSTITUTES A CONDITION PRECEDENT TO RECEIVING PAYMENT UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)



CERTIFICATION REGARDING LOBBYING

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY FOR EACH SUCH FAILURE.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)



DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTION 95.105 AND 85.110, THE BIDDER/CONTRACTOR CERTIFIES THAT IT AND ITS PRINCIPALS:

A. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

B. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION: VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;

C. ARE NOT PRESENTLY INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR SHALL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT; AND

D. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

AS A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THIS CONTRACT OR BID PACKAGE OR RESPONSE TO RFP, I HEREBY CERTIFY THAT SAID COMPANY OR INDIVIDUAL FULLY COMPLIES WITH THE CONDITIONS AND REQUIREMENTS HEREIN STATED.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)



DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

IDENTICAL TIE BIDS – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF CLAY)

My name is (INSERT NAME _____). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY _____) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY _____) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)



education:
early childhood

JOB DESCRIPTION: EARLY CHILDHOOD EDUCATION (ECE) SUBSTITUTE TEACHER

The requirements listed below under the job title are representative of the knowledge, skills, and/or abilities required to perform the duties of this position.

JOB TITLE: Early Childhood Education (ECE) Substitute Teacher

Other job titles that Early Childhood Education Substitute Teachers may be known by include (but are not limited to): Learning Support Assistant, Infant Lab/Kids Tech, Early Childhood Education Facilitator, Early Childhood Teacher, Lead Teacher, Head Teacher, Group Supervisor (Dependent on each state)

QUALIFICATIONS:

1. Meets state requirements for education/experience qualifications.
2. Ability to lift materials and supplies, as well as assist in the implementation of an instructional support program with children of varying ages and sizes.
3. Has effective organizational, communication, and interpersonal communication skills.
4. Must be able to follow oral and written directions and have the ability to establish effective working relationships with staff and children.
5. Maintain child and center personnel confidentiality.
6. Endeavors to understand and respect the values and traditions of the diverse cultures represented in the community and in the classroom.
7. Manifests a positive role in school and community relations.
8. Such additional qualifications to the above as the Center/District may find appropriate and acceptable and as agreed upon in writing by Kelly.
9. Dress in a safe and appropriate manner as described in the Kelly Standards of Professional Conduct.

REPORTS TO AND SUPERVISED BY:

Center/District Director. Kelly Early Childhood Education Substitute Teachers will work under the direct supervision of District/School/Center employees and receive day-to-day and all classroom specific instruction from the Center/District Director or Director's delegate.

JOB GOAL:

To assist, support, and work closely with supervising district/school teachers, administrators, and other team members in providing educational benefit for children. Tend to and protect children's physical, emotional, and social needs as well as routine care needs, including feeding, napping, diapering, per state licensing regulations.

SCOPE OF RESPONSIBILITY – EARLY CHILDHOOD EDUCATION (ECE) SUBSTITUTE TEACHER

Substitute Teachers work at all times under direction and supervision of Center/District employees. In the absence of the full-time Early Childhood Education teacher, the substitute Early Childhood Education teacher is responsible for facilitating learning and teaching in integrated, inclusive Early Childhood Education classrooms (ages 0 to 5).

Duties of the substitute Early Childhood Education teacher may include implementing children's educational programs, supporting and following through with children's goals and accommodations, facilitating small and large group instruction, and performing daily administrative functions. The substitute Early Childhood Education teacher may be required to tend to the personal needs of children including lifting, holding, diapering, feeding and potty training, preparing class materials, performing clerical duties, and preparing and disinfecting room and toys. Any physical touching required by the Early Childhood Education facilitator should be relevant to the duties of the job.

Additional responsibilities include:

- a) Follow sign in/sign out procedures as prescribed by the Center/District/School Director.
- b) Assume duties of the regular Center/District/School classroom teacher promptly and in accordance with school rules.
- c) Complies with all building and administrative procedures and schedules. Promotes the proper use and care of school property.

- d) Implement existing lesson plans in a manner that ensures the integrity of academic time, and motivates children to learn and participate.
- e) Instruct children regarding a variety of classroom topics/courses of instruction, as determined by the Center/School/District lesson plan.
- f) Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the children. Address the various learning styles of children accordingly.
- g) If serious or disruptive student behavior problems occur, seek assistance from a neighboring Center/District/School teacher or Director.
- h) Take all necessary and reasonable precautions to protect equipment, materials, and facilities.
- i) Uphold computer technology acceptable use policies.
- j) Maintain and/or assist in maintaining classroom control that fosters a safe, positive environment for all children and staff in accordance with Kelly Services, Center/District/School, state, and all applicable laws and regulations.
- k) Provide supervision of children and classroom environment to assure health, welfare, and safety of children.
- l) Allows all children to use the restroom (under direct supervision) if and when they request to do so. The Kelly Substitute Educator should never make judgment calls as to the authenticity of a student's request in this regard unless otherwise directed by Center/School/District personnel.
- m) Ensures that the children are never left unattended in the classroom.
- n) Report student injury, accidents, illness, and discipline problems to Center/District/School and Kelly supervisor immediately.
- o) Report all personal injury or school property and/or theft to Center/District/School and Kelly supervisor immediately.
- p) May include working with students with special needs.
- q) May include routinely sanitizing and disinfecting classroom and objects.

UNACCEPTABLE DUTIES/RESPONSIBILITIES:

Kelly Early Childhood Substitute Teacher employees shall not:

- Use corporal punishment.
- Communicate information about a student or staff member with anyone but the Center/District/School Director
- Leave money or valuables in the classroom.
- Leave children unsupervised at any time during the day.
- Perform Bus driving, Driving Education, and/or Crossing guard duties.
- Administer breathing or feeding tubes.
- The use of physical restraint other than to physically hold a child when containment is necessary to protect a child or others from harm.

For the physical safety of the children and/or the Kelly Early Childhood Education Substitute Teacher and to avoid Kelly being held liable for injuries, the following duties shall not be performed:

- Diagnose an injury or illness that is actual, perceived, suspected, or claimed.
- Sole supervision of a playground unless at the Center/School/District's direction.
- Sole supervision for releasing a student(s) onto a school bus or other vehicle, unless at the Center/School/District's direction.
- Transporting children in a motor vehicle.
To be alone with a student in a private setting off site or assignments without on-site supervision from district/school personnel.
- Administer medication unless at the Center/School/District's direction.

I have reviewed and read a copy of the Early Childhood Education Substitute Teacher job description. I agree that this job description accurately describes the duties and responsibilities of the Early Childhood Education Substitute Teacher. I understand that we are to immediately notify Kelly of any proposed change in job duties or responsibilities that differ or are inconsistent with the standards contained herein. We further understand that no changes may take effect until Kelly has formally agreed to the proposed change.

Print Name of School District

Signature: _____

Print Name: _____

Title: _____

Date: _____

I have reviewed, read, and received a copy of the detailed job descriptions for the Early Childhood Education Substitute Teacher. I have familiarized myself with the essential functions and job duties of the position(s) for which I am interested, and my signature below indicates that I can perform the essential functions of the position(s). I agree that, if hired, I will perform the duties in accordance with the expectations and policies of Kelly Services, Inc. and/or its subsidiaries ("Kelly") and all school/center to which I am assigned.

Name (Printed)

Signature _____ Date ____/____/____

Electronic Signature* _____ Date ____/____/____

*If you are submitting this form electronically, type your name on the Electronic Signature line and check the box to the right next to "I agree." **This is your electronic signature.** By electronically signing this form, you agree that you have reviewed this entire form and agree to all the terms contained in it.

I agree.

**EXHIBIT A
PRICING FOR KELLY EDUCATIONAL STAFFING**

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Services between Kelly Services, Inc. and School Board of Clay County, dated 3/1/2019. The pricing in Exhibit A is confidential and proprietary to Kelly. Customer agrees not to disclose the contents of Pricing Exhibit A to persons or entities not party to this agreement without Kelly's written permission.

1. Types of Assignments; Pricing

The Assigned Employees will be assigned to the following positions and at the following rates:

| Position | Pay Rate | Pay Type | Markup | Bill Rate |
|--|----------|----------|--------|-----------|
| Substitute Teacher (Transitional Emergency Sub) | \$10.00 | Hourly | 1.330 | \$ 13.30 |
| Substitute Teacher-AA Degree | \$11.33 | Hourly | 1.330 | \$ 15.07 |
| ECE Teacher AA Degree | \$11.33 | Hourly | 1.400 | \$ 15.86 |
| Substitute Teacher- BA Degree | \$12.00 | Hourly | 1.330 | \$ 15.96 |
| ECE Teacher - BA Degree | \$12.00 | Hourly | 1.400 | \$ 16.80 |
| Substitute Teacher- Master's Degree or Higher | \$13.33 | Hourly | 1.330 | \$ 17.73 |
| ECE Teacher - Masters Degree | \$13.33 | Hourly | 1.400 | \$ 18.66 |
| Substitute Teacher Assistant | \$9.50 | Hourly | 1.330 | \$ 12.64 |
| ECE Teacher - Hs Diploma | \$10.75 | Hourly | 1.400 | \$ 15.05 |
| Long-Term Sub Teacher Pay- (11+ Days, Retro Back To Day 1) | \$20.00 | Hourly | 1.295 | \$ 25.90 |
| Custodian Substitute | \$9.00 | Hourly | 1.370 | \$ 12.33 |
| Cafeteria Assistant Substitute | \$9.00 | Hourly | 1.370 | \$ 12.33 |

A signed Job Description is required for each position listed.

2. Pricing for Hiring a Kelly Temporary Employee

If Customer hires an Assigned Employee before the Assigned Employee works 90 substitute days, Customer agrees to pay a placement fee upon hiring the Kelly Educational Staffing temporary employee to work in full- or part-time position of employment with the Customer. The placement fee is based on days worked. The fee schedule is set forth below.

| | |
|---------------------|---------------------------|
| 1 – 60 days worked | 0 % of annualized salary* |
| 61 – 90 days worked | 0 % of annualized salary |
| 90+ days worked | Fee Waived |

*Annualized salary based on the daily bill rate would be calculated as follows:

Total school days in a school year multiplied by the daily bill rate = annualized salary

The annualized salary calculation using hourly rates is calculated as follows:

Total school days in a year multiplied by the hourly bill rate multiplied by the number of hours per work day = annualized salary

3. Pricing for Hiring a Direct Hire Candidate

If the Customer hires a candidate referred to it by Kelly Educational Staffing for direct hire by Customer, the Customer agrees to pay a direct placement fee of 0% of the candidate's annualized salary.

KELLY SERVICES, INC.

School Board of Clay County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____