

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **240188**
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: 5/20 & 24/2024

Name of Contract Initiator: B. Staefe for B. Troutman Telephone #: 66700

School/Dept Submitting Contract: HR / BAD Cost Center # 9040 / 9050

Vendor Name: Kelly Services, Inc

Contract Title: Kelly Services Agreement for Educational Staffing - RFP 23-BA-130

Contract Type: New Renewal Amendment Extension Previous Year Contract # 230181

Contract Term: 5 years through 2029 Renewal Option(s): Yes

Contract Cost: Varies based on usage

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # General Funds

Funding Source: Budget Line #

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- _____ Completed Contract Review Form
- _____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- _____ SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, 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."**
- _____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
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].
- _____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)
- _____ Release and Hold Harmless (If Applicable)

RECEIVED
By Bertha Staefe at 10:09 am, May 24, 2024

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department	SBCC RFP 23-BA-130
Review Date REVIEWED By Bertha Staefe at 10:09 am, May 24, 2024	
School Board Attorney JPS	Requested revisions made per your email 5/20 -BFS
Review Date 5/24	Approved
Other Dept. as Necessary	
Review Date	

PENDING STATUS: YES NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS **APPROVED** By Bertha Staefe at 11:21 am, May 24, 2024 DATE: _____

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736

AGREEMENT FOR EDUCATIONAL STAFFING

THIS AGREEMENT, dated _____ is between Kelly Services, Inc., with its principal offices located at 999 West Big Beaver Road, Troy, Michigan 48084 ("Kelly"), and The School Board of Clay County, Florida, with its principal offices located at 900 Walnut Street, Green Cove springs, Florida 32043 ("Customer").

BACKGROUND

- A. The Customer properly issued a Request for Proposal RFP # 23-BA-130 Temporary Substitute And Other Staffing Services (the "SBCC RFP"), to which Kelly submitted a proposal on February 7, 2024 (the "KELLY RFP"), to which Kelly was recommended for award and negotiations;
- B. Based on the foregoing, the parties negotiated mutually agreeable terms as set forth herein.
- C. The SBCC RFP (Exhibit 1), and the KELLY RFP (Exhibit 2) are incorporated into the Agreement below. In the event of inconsistencies or contradictions between language contained in KELLY RFP and this Agreement, the language contained in the SBCC RFP original solicitation RFP #23-BA-130 document will prevail.
- D. Now therefore, in consideration of the mutual undertakings of the parties set forth In this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties acknowledge, Kelly and the Customer agree as follows.

1) DESCRIPTION, LOCATION AND PRICING OF SERVICES

Kelly will assign to the Customer Kelly temporary employees ("Assigned Employees"), through its service line, Kelly Education, to provide education-related services, under the Customer's operational supervision, at the location(s) and for the pricing (and other related costs) described in Exhibit A attached hereto and incorporated herein by this reference (the "Services"). Customer will be permitted to use Exhibit A in connection with its business operations, responses to Freedom of Information Act requests, and other uses as required by law.

2) KELLY GUARANTEE

Kelly guarantees that the Assigned Employees it places with the Customer will satisfactorily perform the services ordered by Customer. If not, Kelly will cancel charges for unsatisfactory services and furnish a replacement as soon as possible when the Customer has provided notice of its dissatisfaction within the first sixteen (16) working hours of an Assigned Employee's assignment. If Kelly receives notice after an Assigned Employee's first sixteen (16) working hours, Kelly will furnish a replacement as soon as possible, but not cancel the charges for the unsatisfactory services rendered prior to the Customer providing notice.

3) KELLY'S RESPONSIBILITIES

As the provider of staffing services, Kelly will be the employer of Assigned Employees, and will be responsible for the staffing services listed below.

- (a) Source, recruit, select, and hire Assigned Employees (Including assuring that all Assigned Employees have submitted a background check, in a manner prescribed by Customer as required by section 1012.465, Florida Statutes, it being understood that failure to comply with this provision shall be cause for immediate termination of this Agreement.);
- (b) Place Assigned Employees according to Customer's requirements;
- (c) Pay Assigned Employees their wages and provide them the benefits that Kelly offers, inclusive of any government mandated benefits, as Kelly employees;
- (d) Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);
- (e) Provide workers' compensation benefits and coverage for Assigned Employees;
- (f) Maintain Assigned Employees' personnel and payroll records related to their employment by Kelly;
- (g) Comply with laws, rules or regulations applicable to providers of staffing services;
- (h) Require Assigned Employees to agree in writing to protect the confidentiality of Customer's proprietary information;
- (i) Require Assigned Employees to execute agreements that Customer requests regarding intellectual property developed by them in performance of their work for Customer;

- (j) Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;
- (k) Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security);
- (l) Make legally required employment law disclosures to Assigned Employees;
- (m) Comply with the Patient Protection and Affordable Care Act ("Affordable Care Act") and its regulations, as applicable, and have established internal procedures to review and maintain its compliance with the Affordable Care Act;
- (n) Conduct background checks, fingerprinting, and certification as required by Florida law and in compliance with school board policies communicated to Kelly. All Assigned Employees shall receive Jessica Lunsford Act screening. No Kelly employee may be assigned to any Clay County school, have any direct contact with any Clay County student or enter upon any Clay County school campus when children are present until said employee has submitted to and passed said background screening;
- (o) At Customer's request, Kelly shall remove any of its employees assigned to Customer from employment at any Clay County school; provided, that this Agreement shall in no way affect the right of Kelly, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees. Prior to assignment with Customer, Kelly shall require each applicant to authorize Kelly to disclose to Customer any and all records regarding the applicant, in the custody or control of Kelly;
- (p) Satisfying Its obligations under the Immigration and Reform Control Act, and the state and federal laws regarding equal employment opportunity, and occupational safety and health; and
- (q) Not engaging subcontractors to provide temporary employees.

4) CUSTOMER'S RESPONSIBILITIES

As the recipient of Kelly's staffing services, the Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and, teaching board-approved curriculum and approved lesson plans. The Customer also will:

- (a) Provide Assigned Employees with a safe and suitable workplace, including all required site-specific training related to the chemical, physical and biological hazards in the workplace, emergency and safety procedures, safe use of equipment, school rules and protocols, policies and procedures regarding student disciplinary actions, and the confidentiality of student records and information;

- (b) Provide Kelly with prompt notice of any injury suffered by an Assigned Employee;
- (c) Use Assigned Employees only in assignments that match the job descriptions for which Kelly places them, not give duties to an Assigned Employees that the Assigned Employee must perform outside of Customer's premises;
- (d) Notify Kelly and be solely responsible when Assigned Employees are required to use Customer provided timekeeping system or absence management system;
- (e) Provide adequate internal controls, supervision, security and instructions for Assigned Employees. Customer is not required to provide additional internal controls, supervision, security and instructions to Assigned Employees than those provided to Customer's employees;
- (f) Supervise the performance of Assigned Employees using the same degree of diligence used to supervise its own employees;
- (g) As to claims arising from the conduct of the Assigned Employees when they are required to handle keys, cash, confidential information and records of students and the Customer's regular employees, Customer agrees not to assert any claims against Kelly. Customer reserves the right to take action against any Assigned Employee for mishandling keys, cash or confidential Information;
- (h) As to claims arising from the use of any vehicle Customer owned or controlled machinery and equipment used by Assigned Employees in connection with their assignment (except for workers' compensation claims), customer agrees not to assert any claims against Kelly. Customer reserves the right to take action against any Assigned Employee for

the use of any Customer owned vehicle or controlled machinery and equipment used by Assigned Employees in connection with their assignment;

- (i) Ensure that the Assigned Employees do not have sole custody of a single student, be solely responsible for supervising more than one classroom of students at a time, or administer or maintain custody of any student medications;
- (j) Be solely responsible for releasing students at the end of the school day to an authorized party;
- (k) To the best of the Customer's ability, it will ensure Assigned Employees who are placed at Customer through Kelly shall not work directly for Customer, or a third party contracted by Customer, in any capacity where such Assigned Employees receive compensation during the same time period from Kelly, Customer or third party;
- (l) Provide Kelly with prompt, written notice of any concern or complaint about the conduct of an Assigned Employee by the end of the same day that it learns of the concern or complaint, and permit Kelly to actively participate in Customer's investigation of such a concern or complaint;
- (m) Provide Kelly with written notice within a reasonable time after the Customer learns of any formal or informal complaint, litigation, potential litigation, or an administrative or governmental charge, that involves an Assigned Employee, and permit Kelly a reasonable opportunity to participate actively in the matter, as the parties mutually agree;
- (n) Not request nor require any Assigned Employees to work at heights, perform heavy labor, lifting or physical activity unless required and accepted in the job description;
- (o) Notify Kelly as early as possible (either, for example, prior to 6:00 a.m. or three (3) hours prior to the start of the class) through the protocols established by Kelly for such notice, of the need for Assigned Employees for a given day; however, Kelly and Customer recognize that the need for a substitute may occur later than anticipated and that in such cases, Kelly will use its best efforts to find an Assigned Employee for such Customer requests;
- (p) Kelly will educate Assigned Employees that they are not to and Customer shall ensure that Assigned Employees do not actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an Assigned Employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only;
- (q) Provide a list of employees Customer has employed prior to this Agreement that Customer wishes to remain in pool of Assigned Employees placed by Kelly to Customer. Customer shall provide a written list of such employees and may update said list, by written addition or deletion of all changes, as appropriate. If Customer utilized another vendor prior to this Agreement, Customer will make a good faith effort to produce a list of employees who provided services through such vendor;
- (r) Assume responsibility for the conduct of its own officers, employees, and agents;
- (s) Comply with duties imposed on it by law, rule, or regulation;
- (t) Orienting temporary employees to the facility and its rules and regulations and to acquaint them with the facility policies and procedures, including dress code and physical layout and equipment; and,
- (u) Cooperating In an evaluation of each temporary employee relative to such employee's ability to perform specific Job functions upon completion of employee's assignment. Notwithstanding the foregoing, Kelly shall remain solely responsible for evaluation and assessment of its employees and the Customer In no way assumes liability for such evaluation.

5) CUSTOMER REPRESENTATIONS

The Customer represents and warrants that:

- (a) Its actions under this Agreement do not violate or overlap its obligations under any agreement that Customer has with any labor union;
- (b) Kelly's responsibilities listed in this Agreement regarding screening, the payment of wages, and the provision of benefits to the Assigned Employees do not violate a policy or practice of the Customer;
- (c) The Customer 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;
- (d) If Customer, not Kelly, is the recipient of the Assigned Employees' fingerprint background check clearance/suitability letter, Customer will provide Kelly with the clearance information and any updated information in a timely manner;
- (e) The Customer has the right, power, requisite authorization, and has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement;

- (f) The Customer representative who is signing this Agreement has been delegated authority by the school board or district to execute this Agreement;
- (g) At the beginning of the school year, but at a minimum, not less than thirty (30) days prior, Customer will use best efforts to advise Kelly of all scheduled professional development days;
- (a) Customer acknowledges that Kelly is responsible for recruiting of Assigned Employees, however, Customer and Kelly will collaborate on marketing, advertisement, and recruitment methods. During the term of this Agreement, Customer agrees that Kelly can use Customer's branding, including but not limited to Services data, in its marketing and public relations programs. Any use Customer's branding in Kelly's marketing and public relations programs is subject to the prior written approval of Customer before distribution.
- (h) If the Assigned Employees will use a Customer-provided timekeeping or absence management system or process, then a such timekeeping system, absence management system or process shall be compliant with all applicable legal requirements, including recording of time worked; and,
- (i) The Customer will neither request nor require that the Assigned Employees perform duties outside of Customer's premises (e.g., participate on field trips) unless Kelly gives its written consent in advance.

6) CONFIDENTIALITY/INTELLECTUAL PROPERTY/ASSIGNED EMPLOYEES' DATA

All Kelly and Customer intellectual property, including processes, procedures, trademarks and copyrights, are and shall remain the sole property of each respective party. Customer will only use Assigned Employees' Data ("Assigned Employees' Data"), including, but not limited to, Assigned Employees' personal information, identity, U.S. mail or email address, contact information, social security number, phone number, personal health information, or absence management information data in connection with Services provided by Kelly in accordance with this Agreement. Customer acknowledges that Assigned Employees' Data is proprietary, personal and highly confidential, and Customer shall not disclose the information to any third parties, unless legally required to do so. Should Customer determine that it may be legally obligated to disclose Assigned Employees' Data, Customer shall provide notice to Kelly within a reasonable time-frame in advance of producing any such information. To the extent Kelly utilizes Customer's absence management or other systems ("System"), Customer shall allow and authorize Kelly full access to the System throughout the term of the Agreement and for thirty (30) days after termination. In the event the Agreement is terminated, Kelly shall have thirty (30) days to remove Assigned Employee Data from the System.

For the avoidance of doubt, regardless of whether Kelly or Customer owns the contractual relationship of the absence management platform, all Assigned Employee Data housed within the absence management platform will be solely owned by Kelly. At no point may Customer provide access to the absence management platform to any third parties. Customer agrees that at the time of termination or expiration of the Agreement, Kelly shall have the option to remove all Assigned Employee Data from the absence management platform and Customer agrees that it may not retain any such Assigned Employee Data. To the extent that there is a conflict between the terms/obligations of this paragraph with any terms/obligations in an agreement between Customer and any third party, Customer agrees to honor the terms/obligations of this paragraph and the terms/obligations of this paragraph shall control unless later amended in writing signed by both parties.

7) BILLING & PAYMENT TERMS

- (a) **Invoices & Payment.** Kelly will invoice Customer each week for services provided by Assigned Employees after hire, at agreed-upon rates. The rates at which Kelly will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. Service lines and rates may be added by mutual agreement of the parties pursuant to Paragraph 15 (f). If the Customer's rates are not set out in Pricing Exhibit A, Kelly and the Customer will agree on rates at the time of an order, memorialize such agreement in an amendment to this agreement (which will require approval with the same formalities as conducted for the approval of this Agreement, and upon such execution and delivery of the signed and authorized amendment, then Kelly will record such change electronically in its systems. Customer shall issue payment in accordance with Sections 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 the Agreement. Any penalty for delay in payment will be in accordance with applicable law. In the event of termination of this Agreement, Customer will pay Kelly promptly for Services performed up to the time of termination
- (b) **Disputed Amounts.** If this Agreement is terminated by Kelly or Customer or Customer disputes any amount invoiced by Kelly, Kelly shall be timely paid (in accordance with the payment terms in Section 7 (a)) by Customer for all fees/services that are not in dispute. Resolution of disputes in accordance with Sections 218.76. et sq. Florida Statutes, Local Government Prompt Payment Act.
- (c) **Procurement Card.** Customer will not use a procurement card as a source of payment to Kelly.
- (d) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices.

- (e) **Pricing Adjustments.** The markup percentage set forth In Exhibit A will remain firm for the duration of the contract period. Wages to be paid to Assigned Employees will follow the minimum requirements set forth by Customer. Upon prior written notice and with written approval from Customer, Kelly may adjust pricing:
 - i) To reflect the impact of inflation upon our costs by an amount not to exceed the year over year change in the Consumer Price Index for the preceding twelve (12 months); or
 - ii) If any law, regulation and/or policy is enacted that is applicable to either Kelly or Customer that requires an increase and/or additional compensation and/or benefits to Assigned Employees, Kelly may change the pricing for the current school year(s) contained in Exhibit A. The pricing in Exhibit A shall be adjusted to reflect the actual cost increase to Kelly reasonably calculated on a direct or pro rata basis; or
 - iii) For changes in sales, use, or gross receipts taxes; or
 - iv) For changes in (a) the Customer’s requirements (e.g., requisition, billing and invoicing processes; the introduction of third-party software systems and processes), (b) service levels, or (c) service delivery method; or
 - v) To ensure that the pay rates comply with federal and state laws and regulations regarding minimum wages and overtime compensation; or
 - vi) If market conditions dictate that Kelly must pay a higher wage in order to attract Assigned Employees.
- (f) **Record of Time Worked; Automated Scheduling.** Customer agrees to adhere to the “Time, Billing & Automated Scheduling Terms” in Section 8 Time, Billing and Automated Scheduling.
- (g) **Expenses.** To the extent that milage expenses are required by the customer, and are incurred by the Assigned Employee, not including the necessary screening(s) required to work for the Customer, such expenses will be charged to the Customer, passed through without mark-up.
- (h) **Federal Requirements.** Customer may utilize federal funds for its payment pursuant to the Agreement; accordingly, Kelly executed and submitted to the Customer, in the KELLY RFP, the following signed documents, all of which shall be incorporated into the agreement by this reference: (a) EDGAR Certifications; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship.
- (i) **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.

8) TIME, BILLING AND AUTOMATED SCHEDULING

(a) Documentation of Time Worked.

The Customer agrees to review documentation of time worked by the Assigned Employees in the designated scheduling system. In a system with a time approval feature, the Customer agrees to approve and sign, by signature or electronic means, record of time worked by the Assigned Employees and will designate one or more representatives to approve the time record on its behalf. If the Customer representative is unavailable, the Kelly representative responsible for the Customer assignment (or other Kelly representative authorized by Customer) may approve the record on Customer’s behalf or it may be approved in accordance with (b) below. Customer will use reasonable efforts to assist Kelly in the retrieval of missing or unsubmitted substitute teacher time sheets.

(b) Submission and Approvals

Electronic approvals in scheduling systems with time approval features require the following:

- i) Substitute teachers will submit time for approval each week. The Customer must approve time entries by Tuesday at 11:59 PM. The Customer will make reasonable efforts to ensure that approving managers take approval action on Tuesday and adhere to this schedule to expedite substitute payroll.
- ii) Approved time for a given week-ending date will be gathered from the system on Mondays, Tuesdays, and Wednesdays. On Wednesdays after 12:00 am, all non-rejected time sheets that have been submitted for approval will be considered approved-in-full by the school and sent for payroll processing.
- iii) All Customer representatives who approve the time entries of the Assigned Employees must have school-issued, active e-mail accounts.

- iv) Each school should assign an administrator to approve substitute time sheets each week. A backup administrator should also be designated to approve time sheets in the event of the first administrator's absence.
- v) All adjustments to approved time will be handled outside of the scheduling system. The scheduling system will not be updated to reflect the adjusted values.

(c) Non-Exempt Employees and Overtime

i) **Non-exempt Employees.**

Some Kelly Employees may be deemed as non-exempt employees under federal or state wage and hour laws (e.g., (1) states that designate teachers as non-exempt, (2) licensed teachers not performing the customary duties of a classroom teacher, or (3) Kelly Employees that are not licensed teachers and assigned to perform clerical, administrative, janitorial, or cafeteria duties). Kelly Employees who are designated as non-exempt or are performing non-exempt work are entitled to overtime pay.

ii) **Overtime; Meal and Rest Periods.**

Kelly shall pay nonexempt Kelly Employees overtime pay in accordance with applicable federal and state law at a rate of one and one-half times their regular rate of pay for all hours worked over 40 hours in any given workweek and bill the Customer accordingly.

Kelly shall adjust its overtime payments to comply with state laws that may impose additional or different requirements than federal law and bill the Customer accordingly. For example, under California's wage and hour law, nonexempt employees must be paid overtime for any hours worked in excess of eight hours in one workday or 40 hours in one workweek.

Kelly will base overtime pay on hours actually worked. For example, hours paid for vacation, holiday, sick, or paid time off will not be included in calculating overtime.

In those states that require non-exempt employees to have meal and rest periods, non-exempt Kelly Employees must accurately record their meal and rest periods in accordance with Section 8 (a) above.

(d) Automated Scheduling

- i) Kelly may provide a scheduling system for automated scheduling and absence reporting in some situations. Among other things, the program would enable Kelly to provide the Customer with certain reports and information related to regular teacher absences and substitute teacher staffing coverage and permit the Customer and its designated representatives to schedule regular teacher absences. Implementation of the scheduling system would require that the Customer provide certain information concerning the employment positions that the Agreement for Educational Staffing covers and the personnel currently in such positions.
- ii) Any information that the Customer provides Kelly for purposes of implementing the scheduling system will be used in connection with the educational staffing services that Kelly provides. Kelly will not use such information for any other purpose without the Customer's prior written consent.
- iii) Information in reports that Kelly furnishes to the Customer which are generated based on the scheduling system will contain information that the Customer's personnel provide upon accessing and using the scheduling system. Accordingly, the accuracy of such information depends on the accuracy of the information provided by the Customer's personnel. The Customer will be solely responsible for verifying the accuracy of such information.

9) WORKERS' COMPENSATION AND LIABILITY INSURANCE

Kelly will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

- (a) **Workers' Compensation.** Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed and includes alternate employer endorsement;
- (b) **Employer's Liability.** Employer's Liability insurance with a limit of \$1,000,000;
- (c) **Commercial General Liability.** Commercial general liability insurance with a \$1,000,000 per occurrence and includes bodily injury and property damage coverage;
- (d) **Commercial Automobile Liability.** Commercial automobile liability insurance with a \$2,000,000 combined single limit on vehicles owned, leased, or rented by Kelly while performing under this Agreement;
- (e) **Umbrella Liability Insurance.** Umbrella liability insurance to be used in excess of the liability policies with \$15,000,000 combined single limit per occurrence; and

- (f) **Commercial Blanket Bond.** A commercial blanket bond with limits of \$3,000,000 in the aggregate per occurrence and includes coverage of employee dishonesty to the extent Kelly failed in its responsibilities in Section 3 of this Agreement.

Insurer shall be rated A- with an FSC V or better in the current AM Best Guide through the life of the contract to include any renewal periods. Insurance certificate(s) reflecting the required coverages shall be submitted to the School Board Purchasing Department prior to any work being performed under this Contract. Certificate(s) shall be submitted directly from Contractor's Insurance Agent and Mark All Certificates Attn: SBCC Purchasing Department, as Certificate Holder (with 30 day Notice of Cancellation or Change in Coverage) and list SBCC as Additional Insured.

10) INDEMNIFICATION BY KELLY

- (a) Kelly will indemnify, defend and hold harmless Customer and its directors, officers, employees and agents, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:
 - i) Kelly's failure to comply with its obligations under applicable employment-related laws, regulations or orders in Kelly's capacity as the general employer of the Assigned Employees;
 - ii) Breach of any obligation of Kelly contained in this Agreement; or
 - iii) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Customer by any Kelly employees or, in the event of death, by their personal representatives.
- (b) Kelly's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages, (ii) the extent that Damages are due to Customer's failure to fulfill its duties under Section 4, (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Customer is required to indemnify Kelly against such Damages under Section 11.

11) INDEMNIFICATION BY CUSTOMER

- (a) To the extent permitted by law, subject to the limitations of §768.28, Florida Statutes, Customer will indemnify, defend and hold harmless Kelly and its directors, officers, employees and agents from and against all damages imposed upon or incurred by Kelly, other than for job-related bodily injury or death of an Assigned Employee, arising out of any of the following:
 - i) Customer's failure to comply with its obligations under applicable laws, regulations or orders; or
 - ii) Notwithstanding any language in this contract to the contrary, nothing in this indemnification agreement shall be construed or interpreted to increase the scope or dollar limit of the Customer's liability beyond that which is set forth in 768.28 Fla. Stat. or to otherwise waive Customer's sovereign immunity. Customer shall not indemnify any party for attorney's fees or costs other than those court costs which are set forth by Florida Statutes or other Florida law as recoverable costs of court.
- (b) Customer's obligation to indemnify, defend and hold harmless will not apply (i) to indirect, special or consequential damages or (ii) to the extent any damages are caused by any negligent act or omission or intentional misconduct of Kelly, its officers, employees or agents.

Customer's obligation to indemnify, defend and hold harmless will not apply (i) to indirect, special or consequential Damages, (ii) to the extent any Damages are caused by any negligent act or omission or intentional misconduct of Kelly, its officers, employees or agents, or (iii) to the extent any damages are caused by any negligent act or omission or intentional misconduct of any person, firm, organization or legal entity other than the School Board of Clay County, Florida, or its officers, employees or agents.

12) NOTIFICATION OF CLAIMS

- (a) Customer and Kelly agree (i) to notify each other in writing of any asserted claim within twenty (20) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (ii) to permit Kelly or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.
- (b) Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of Kelly must be obtained from the Kelly Law Department in Troy, Michigan.

13) TERM; TERMINATION

If all deadlines are met, the term of this Agreement begins as of the date first shown above and will continue in effect for five (5) years unless canceled by either party upon allowing not less than ninety (90) days prior written notice to the other. The School Board reserves the right to renew this contract for an additional contract period upon mutual agreement, in writing. Kelly reserves the right to terminate this Agreement immediately in the event of non-payment. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

14) NON-SOLICITATION

Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, fulltime employees (i.e. employee working for Kelly in a role other than as "Assigned Employee") during the term of this Agreement and for a period of twelve (12) months thereafter. This provision shall not apply to a party's generalized recruiting practices.

15) MISCELLANEOUS (a) Notices

- i) Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by e-mail or other transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.
- ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received
(a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

16) Severability; Waiver

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

17) Assignment

Neither Kelly nor Customer may assign this Agreement (whether in whole or in part) without the prior written consent of the other party; provided that Kelly may use its affiliates to fulfill any or all of its obligations hereunder without securing Customer's consent. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

18) Independent Contractor

In its performance of this Agreement, Kelly will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Kelly an agent, partner or joint venturer of Customer.

19) Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, pandemic, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a force majeure event shall give notice within five (5) days of the force majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

20) Amendments

This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

(g) Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(h) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Venue for any legal action arising out of this agreement shall be brought in the State courts located In Clay County, Florida.

(i) Entire Agreement

This Agreement, its exhibits (and any job descriptions signed by the Customer) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

KELLY SERVICES, INC.

THE SCHOOL BOARD OF CLAY COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A
PRICING FOR KELLY EDUCATION**

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Staffing between Kelly Services, Inc. and The School Board of Clay County, dated July 1, 2024.

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)	\$13.00	Hourly	1.2697	\$16.51
ECE Teacher - HS Diploma	\$14.00	Hourly	1.2697	\$17.78
Substitute Teacher - AA Degree	\$14.50	Hourly	1.2697	\$18.41
ECE Teacher - AA Degree	\$14.50	Hourly	1.2697	\$18.41
Substitute Teacher - BA Degree	\$15.00	Hourly	1.2697	\$19.05
ECE Teacher - BA Degree	\$15.00	Hourly	1.2697	\$19.05
Substitute Teacher - Master's Degree or Higher	\$16.75	Hourly	1.2697	\$21.27
ECE Teacher - Master's Degree	\$16.75	Hourly	1.2697	\$21.27
Substitute Teacher Assistant	\$13.00	Hourly	1.2697	\$16.51
Long Term Sub Teacher Pay - (11+ Days, Retro back to Day 1)	\$21.00	Hourly	1.2697	\$26.66
Long Term Sub Teacher Assistant Pay- District Approved Positions Only - (11+ Days, Retro back to Day 1)	\$15.00	Hourly	1.2697	\$19.05
Building Sub Teacher	\$17.25	Hourly	1.2697	\$21.90
Custodian Substitute	\$13.00	Hourly	1.2697	\$16.51
Cafeteria Assistant Substitute	\$13.00	Hourly	1.2697	\$16.51
Self-Contained ESE Teacher Assistant	\$14.00	Hourly	1.2697	\$17.78
Self- Contained ESE AA Teacher	\$15.50	Hourly	1.2697	\$19.68
Self- Contained ESE BA Teacher	\$16.00	Hourly	1.2697	\$20.32
Self- Contained ESE Master's Teacher	\$17.50	Hourly	1.2697	\$22.22

A signed Job Description is required for each position listed.

2. Pricing for Hiring a Kelly Assigned Employee

Customer agrees to pay a placement fee upon hiring the Kelly Assigned 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 – 90 days worked	Fee Waived
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Kelly will not charge Customer a placement fee for transition of Customer recruited or transitioned employees.

3. Short Notice Cancellation.

If a Kelly Assigned Employee has shown up for a Customer assignment on time, and Customer cancels the assignment without timely notice, due to reasons not related to the employee's performance, if Kelly is required to pay such Assigned Employee "show up time", Kelly will invoice Customer for such time up to four (4) hours.

KELLY SERVICES, INC.

The School Board of Clay County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

JOB DESCRIPTION: 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.

1) JOB TITLE: SUBSTITUTE TEACHER

Other job titles that a Substitute Teacher may be known by include (but are not limited to): Substitute Educator, Substitute Instructor, Guest Teacher, Guest Educator, Teacher on Call, and Relief Teacher, etc.

2) QUALIFICATIONS:

- a) Meets state requirements for education qualifications.
- b) Ability to assist implementing an instructional support program with students of varying ages and sizes.
- c) Ability to read, write and communicate in the English language fluently and effectively.
- d) Effective organizational, communication and interpersonal communication skills.
- e) Must be able to follow oral and written directions and have the ability to establish effective working relationships with District/School staff and students.
- f) Maintain student and school personnel confidentiality.
- g) Endeavors to understand and respect the values and traditions of the diverse cultures represented in the community and in the classroom.
- h) Manifests a positive role in school/community relations.
- i) Additional qualifications to the above as the Board of Education may find appropriate and acceptable and as agreed upon by Kelly Education (KE).

3) REPORTS TO AND SUPERVISED BY:

District/School Principal and/or Building Administrator.

4) JOB GOAL:

Provide instruction for scheduled lessons, manage the classroom environment, and promote student learning in the absence of the regular District/School classroom teacher.

Dependent upon assignment, but always under direct supervision of District/School employees, this role may be working directly in a special education classroom, working in a general education classroom or environment, and/or working one-on-one with a student or small group of students.

5) RESPONSIBILITIES:

District/School employees are responsible for developing curriculum, planning instruction, evaluating academic and behavior progress, developing goals and objectives, providing day-to-day supervision of the Substitute Teacher, ensuring classrooms are adequately staffed, and communicating progress to parents.

Substitute Teachers work at all times under direction and supervision of School District employees, and shall exercise the following responsibilities:

- a) Report to school office at beginning of school day to pick up required materials/schedule of classes and at the end of the school day to return materials.
- b) Dress in a safe and appropriate manner including sensible footwear as described in the KE Standards of Professional Conduct.
- c) Follow sign in/sign out procedures as prescribed by the District/School principal.
- d) Assume duties of the regular District/School classroom teacher promptly and in accordance with school rules.
- e) Supervise students in out-of-class settings (e.g., assemblies, lunchroom) as directed and supervised by District/School principal.
- f) Implement existing lesson plans in a manner that ensures the integrity of academic time and motivates students to learn and participate.
- g) Instruct students regarding a variety of classroom topics/courses of instruction, as determined by the School/District lesson plan.
- h) Create a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students. Address the various learning styles of students accordingly.
- i) Assign reasonable tasks and homework to students in accordance with the School/District lesson plans.
- j) Seek assistance from neighboring District/School teacher or building administrator if serious or disruptive student behavior problems occur.
- k) Take all necessary and reasonable precautions to protect equipment, materials, and facilities.
- l) Maintain and/or assist in maintaining classroom control that fosters a safe, positive environment for all students and staff in accordance with Kelly Services, District/School, state, and all applicable laws and regulations.
- m) Provide adequate supervision of students and classroom environment to assure health, welfare, and safety of all students.

- n) Allow all students to see the on-site nurse or visit the school clinic if and when they request to do so. The Substitute Teacher should never make judgment calls as to the authenticity of a student's request in this regard unless otherwise directed by School District personnel.
- o) Allow all students to use the restroom if and when they request to do so. The Substitute Teacher should never make judgment calls as to the authenticity of a student's request in this regard unless otherwise directed by School District personnel.
- p) Ensure that the students are never left unattended in the classroom.
- q) Report student injury, accidents, illness, and discipline problems to Kelly supervisor and District/School personnel immediately.
- r) Report all personal injury or school property damage and/or theft to Kelly supervisor and District/School personnel immediately.
- s) For long-term assignments, it may be required to develop lesson plans; devise, administer, and grade tests and assignments; participate in parent-teacher conferences; and attend school-related functions. (These activities may occur outside of normal school hours.)
- t) Immediately notifies my Kelly Education representative of any proposed change in job duties or responsibilities that differ or are inconsistent with the standards contained herein. No changes may take effect until Kelly Education has formally agreed to the proposed change.
- u) For your own safety as well as that of students and district staff, Kelly Education requires adherence to a 'S.A.F.E. Touch' policy as it relates to physical contact between you and students. This policy is located in the Kelly Education Handbook Addendum, reference Section: KELLY EDUCATION 'S.A.F.E TOUCH' POLICY.

6) UNACCEPTABLE DUTIES/RESPONSIBILITIES.

Substitute Teachers employees shall not:

- (1) Use corporal punishment.
- (2) Lift more than 25 pounds.
- (3) Grant permission for a student to leave school before the regular dismissal time.
- (4) Detain a student after dismissal time.
- (5) Communicate information about a student or staff member with anyone but the District/School principal or department head.
- (6) Leave money or valuables in the classroom.
- (7) Leave students unsupervised at any time during the day.
- (8) Perform Bus driving, Driving education, and/or Crossing guard duties.
- (9) Teach a class that requires the use of laboratory, woodworking, metal shop, or any other dangerous equipment (Exception: if the lesson plan calls for book work or videos only. Kelly Education staff should never operate this type of machinery while on assignment).
- (10) Actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an assigned employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only.

For the physical safety of the students and the Substitute Teacher and to avoid KE being held liable for injuries, the Substitute Teacher shall not (perform work that will require or permit the following duties):

- (1) Administer medication.
- (2) Diagnose an injury or illness that is actual, perceived, suspected, or claimed.
- (3) Have sole supervision of a playground.
- (4) Have sole supervision for releasing a student(s) onto a school bus or other vehicle.
- (5) Transport students in a motor vehicle.
- (6) Be alone with a student in a private setting.¹

The Substitute Teacher shall not be placed on special education assignments that require the following:

- (1) Participate or monitor activities involving feeding or breathing tubes.
- (2) Participate or monitor activities involving diapering, toileting and/or dressing involving personal undergarments.
- (3) Lead, direct or have sole supervision of students for bathroom assistance.
- (4) Physical restraint of a student.

¹ This includes in-house teaching, visiting a student's home for any reason, having custody of a single student beyond the presence of other adults or students and/or assignments without on-site supervision from district personnel.

JOB DESCRIPTION: SUBSTITUTE AIDE

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: Kelly Education (KE) Substitute Aide

Other job titles that an aide may be known by include (but are not limited to): library aide, hallway monitor, recess monitor, computer center aide.

QUALIFICATIONS:

1. Meets state requirements for education qualifications.
2. Ability to lift materials and supplies up to 25 pounds, as well as assist in the implementation of an instructional support program with students of varying ages and sizes.
3. Ability to read, write and communicate in the English language fluently and effectively.
4. Has effective organizational, communication, and interpersonal communication skills.
5. Must be able to follow oral and written directions and have the ability to establish effective working relationships with School District staff and students.
6. Maintain student and school personnel confidentiality.
7. Endeavors to understand and respect the values and traditions of the diverse cultures represented in the community and in the classroom.
8. Manifests a positive role in school and community relations.
9. Such additional qualifications to the above as the Board of Education may find appropriate and acceptable and as agreed upon by Kelly Education.
10. Dress in a safe and appropriate manner as described in the KE Standards of Professional Conduct.

REPORTS TO AND SUPERVISED BY:

School Principal and/or Assigned District/School Professional Employee, including teachers.

JOB GOAL:

To assist, support, and work closely with supervising district professional employees or teacher members in providing non-instructional support to teachers and other district professional employees such as librarians, attendance officers, or office personnel.

Dependent upon assignment, but always under direct supervision of District/School professional employees, this role may work in a general education classroom, school office, or anywhere within the school environment indoors or outdoors as required. The role of the KE Substitute Aide is to do the routine and non-instructional activities assigned by the district professional employee that allows the district employee to complete other non-routine portions of their job. The KE Substitute Aide may be asked to do activities including but not limited to: making copies, checking objective tests, taking attendance, filing, monitoring the hallway or recess yard under supervision, putting up bulletin boards or notices, create lists or charts for teachers or staff, arranging the learning environment, distributing and collecting materials, completing a variety of clerical duties, or assistance with classroom snack materials, preparation, and clean-up.

SCOPE OF RESPONSIBILITY:

KE Substitute Aides work at all times under the direction and supervision of District/School professional employees on tasks that are of a routine or non-instructional nature.

The Substitute Aide must:

- a) Allows all students to see the on-site nurse or visit the school clinic if and when they request to do so. The KE Substitute Aide should never make judgment calls as to the authenticity of a student's request in this regard, unless otherwise directed by School District personnel.
- b) Allows all students to use the restroom if and when they request to do so. The KE Substitute Aides should never make judgment calls as to the authenticity of a student's request in this regard, unless otherwise directed by School District personnel.
- c) Adheres to the Kelly Education Standards of Professional Conduct.

- d) Immediately notify Kelly Education of any proposed change in job duties or responsibilities that differ or are inconsistent with the standards contained herein. No changes may take effect until Kelly Education has formally agreed to the proposed change.
- e) For your own safety as well as that of students and district staff, Kelly Education requires adherence to a 'S.A.F.E. Touch' policy as it relates to physical contact between you and students. This policy is located in the Kelly Education Handbook Addendum, reference Section: KELLY EDUCATION 'S.A.F.E TOUCH' POLICY.

UNACCEPTABLE DUTIES/RESPONSIBILITIES:

As a support role, KE Substitute Aides should not:

- Use corporal punishment.
- Have sole supervisory responsibility.
- Prepare lesson plans.
- Develop curricular materials.
- Provide direct instruction in place of a teacher.
- Introduce new content or skills.
- Assign grades to students.
- Give students a final grade and/or determine whether a student should pass or fail.
- Have contact with a parent.
- Serve as substitute teachers unless they are qualified, trained, and approved to do so by Kelly Education.
- Actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an assigned employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only.

For the physical safety of the students and/or the KE Substitute Aide and to avoid KE being held liable for injuries, the following duties shall not be performed:

- Administer medication.
- Diagnose an injury or illness that is actual, perceived, suspected, or claimed.
- Provide sole supervision of a playground.
- Provide sole supervision for releasing a student(s) onto a school bus or other vehicle.
- Transport students in a motor vehicle.
- Be alone with a student in a private setting (this includes In-house teaching, visiting a student's home for any reason, having custody of a single student beyond the presence of other adults or students, and/or assignments without on-site supervision from district/school personnel).

Additionally, KE Aides should not be placed on assignments that require a KE employee to perform the following duties:

- Physically restrain a student.
- Administer feeding or breathing tubes.
- Participate or monitor activities involving student diapering or toileting activities.
- Participate or monitor activities related to any medical impairment(s).
- Lifting over 25 pounds.

I have reviewed and read a copy of the KE Substitute Aide job description. I agree that this job description accurately describes the duties and responsibilities of the KE Substitute Aide position.

JOB DESCRIPTION: EARLY CHILDHOLD 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. Ability to read, write and communicate in the English language fluently and effectively.
4. Has effective organizational, communication, and interpersonal communication skills.
5. Must be able to follow oral and written directions and have the ability to establish effective working relationships with staff and children.
6. Maintain child and center personnel confidentiality.
7. Endeavors to understand and respect the values and traditions of the diverse cultures represented in the community and in the classroom.
8. Manifests a positive role in school and community relations.
9. Such additional qualifications to the above as the Center/District may find appropriate and acceptable and as agreed upon in writing by Kelly.
10. 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.

RESPONSIBILITIES:

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.
- r) Immediately notifies my Kelly Education representative of any proposed change in job duties or responsibilities that differ or are inconsistent with the standards contained herein. No changes may take effect until Kelly Education has formally agreed to the proposed change.
- s) For your own safety as well as that of students and district staff, Kelly Education requires adherence to a 'S.A.F.E. Touch' policy as it relates to physical contact between you and students. This policy is located in the Kelly Education Handbook Addendum, reference Section: KELLY EDUCATION 'S.A.F.E TOUCH' POLICY.

UNACCEPTABLE DUTIES/RESPONSIBILITIES:

Kelly Early Childhood Substitute Teacher employees shall not:

- 1. Use corporal punishment.
- 2. Lift more than 25 pounds.
- 3. Communicate information about a student or staff member with anyone but the Center/District/School Director
- 4. Leave money or valuables in the classroom.
- 5. Leave children unsupervised at any time during the day.
- 6. Perform Bus driving, Driving Education, and/or Crossing guard duties.
- 7. Administer breathing or feeding tubes.
- 8. 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:

- 1. Diagnose an injury or illness that is actual, perceived, suspected, or claimed.
- 2. Have sole supervision of a playground unless at the Center/School/District's direction.
- 3. Have sole supervision for releasing a student(s) onto a school bus or other vehicle, unless at the Center/School/District's direction.
- 4. Transport children in a motor vehicle.
- 5. Be alone with a student in a private setting off site or assignments without on-site supervision from district/school personnel.
- 6. Administer medication unless at the Center/School/District's direction.

JOB DESCRIPTION: EARLY CHILDHOOD EDUCATION (ECE) SPECIAL EDUCATION SUBSTITUTE AIDE

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 Aide

Other job titles that Early Childhood Education Substitute Aids may be known by include (but are not limited to):

Learning Support Aide, Early Childhood Education Facilitator Aide, Early Childhood Aide, Aide, Group Supervisor Aide (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. Ability to read, write and communicate in the English language fluently and effectively.
4. Has effective organizational, communication, and interpersonal communication skills.
5. Must be able to follow oral and written directions and have the ability to establish effective working relationships with staff and children.
6. Maintain child and center personnel confidentiality.
7. Endeavors to understand and respect the values and traditions of the diverse cultures represented in the community and in the classroom.
8. Manifests a positive role in school and community relations.
9. Such additional qualifications to the above as the Center/District may find appropriate and acceptable and as agreed upon in writing by Kelly Educational Staffing.
10. Dress in a safe and appropriate manner as described in the Kelly Standards of Professional Conduct.
11. Must meet all state and local requirements that would allow the employee to work with special needs students.

REPORTS TO AND SUPERVISED BY:

Center/District Director. Early Childhood Education Substitute Aides 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, classroom teacher, 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.

RESPONSIBILITIES:

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

Duties of the substitute Early Childhood Education aide 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 aide 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 aide 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.
- r) Immediately notifies Kelly Education of any proposed change in job duties or responsibilities that differ or are inconsistent with the standards contained herein. No changes may take effect until Kelly Education has formally agreed to the proposed change.
- s) For your own safety as well as that of students and district staff, Kelly Education requires adherence to a 'S.A.F.E. Touch' policy as it relates to physical contact between you and students. This policy is located in the Kelly Education Handbook Addendum, reference Section: KELLY EDUCATION 'S.A.F.E TOUCH' POLICY.

UNACCEPTABLE DUTIES/RESPONSIBILITIES:

Kelly Early Childhood Substitute Aide employees shall not:

- Use corporal punishment.
- Lift more than 25 pounds.
- 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.
- Participate or monitor activities involving 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 Aide 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.
- Have sole supervision of a playground unless at the Center/School/District's direction.
- Have sole supervision for releasing a student(s) onto a school bus or other vehicle, unless at the Center/School/District's direction.
- Transport children in a motor vehicle.
- 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.

JOB DESCRIPTION: SUBSTITUTE CUSTODIAL WORKER

JOB TITLE: SUBSTITUTE CUSTODIAL WORKER. Other job titles that a substitute Custodial Worker may be known by include (but are not limited to): Janitor, Custodian, Maintenance Worker, etc.

QUALIFICATIONS:

- a) Meets state requirements for education qualifications.
- b) Ability to read, write and communicate in the English language fluently and effectively.
- c) Has effective organizational, communication and interpersonal communication skills.
- d) Must be able to follow oral and written directions and have the ability to establish effective working relationships with District/School staff and students.
- e) Must comply with school Safety Manual Rules and Regulations and OSHA requirements.
- f) Endeavors to understand and respect the values and traditions of the diverse cultures represented in the community and in the school.
- g) Such additional qualifications to the above as the Board of Education may find appropriate and acceptable and as agreed upon by Kelly Education (KE).

REPORTING STRUCTURE:

The Substitute Custodial Worker shall report to the School Principal or an authorized custodial manager or supervisor. Substitute Custodial Worker will receive day-to-day and all job-specific instruction from the School District.

JOB GOAL:

In the absence of a full-time Custodial Worker, the KE Custodial Worker will create a clean environment for students, staff and visitors in the assigned building. The Custodial Worker will act under the direction of the School District's full-time Custodial Manager or his or her designee, who has ultimate responsibility for designing and implementing custodial services.

RESPONSIBILITIES:

- a) Work at all times under direction and supervision of School District's full time, professional staff.
- b) Follow sign in and sign out procedures, as prescribed by the School District.
- c) Dresses in a safe and appropriate manner as described in the KE Standards of Professional Conduct.
- d) Assist in providing cleaning, maintenance and other custodial care services to the building and school grounds, under the direction and guidance of School District personnel.
- e) Follow the School District's cleaning and sanitation rules and procedures.
- f) Implement proper care, use, and safety of chemicals and equipment.
- g) Report any school building or grounds safety concerns, or faulty equipment to School District personnel.
- h) Report all personal injury or school property or theft to Kelly supervisor and District/School personnel immediately.
- i) Immediately notifies my Kelly Education representative of any proposed change in job duties or responsibilities that differ or are inconsistent with the standards contained herein. No changes may take effect until Kelly Education has formally agreed to the proposed change.
- j) For your own safety as well as that of students and district staff, Kelly Education requires adherence to a 'S.A.F.E. Touch' policy as it relates to physical contact between you and students. This policy is located in the Kelly Education Handbook Addendum, reference Section: KELLY EDUCATION 'S.A.F.E TOUCH' POLICY.

UNACCEPTABLE DUTIES & RESPONSIBILITIES: The Custodial Worker shall not:

- a) Have any supervisory responsibility for students.
- b) Touch or be in any type of physical contact with students.
- c) Lift more than 25 pounds.
- d) For the physical safety of the students and the KE Custodian and to avoid KE being held liable for injuries, the Custodian shall not perform duties that will require or permit the following:
 - (1) Administer medication.
 - (2) Diagnose an injury or illness that is actual, perceived, suspected, or claimed.
 - (3) Be alone with a student in a private setting.¹
 - (4) One-on-one contact with special needs students including physical restraint or care.
- e) Deny any student the option to use the restroom if and when they request to do so unless otherwise directed by School District personnel.
- f) Deny any student the option to see the on-site nurse or visit the school clinic if and when they request to do so unless otherwise directed by School District personnel.

¹ This includes in-house teaching, visiting a student's home for any reason, having custody of a single student beyond the presence of other adults or students and/or assignments without on-site supervision from district personnel.

- g) Actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an assigned employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only.

JOB DESCRIPTION: FOOD SERVICE WORKER

1) JOB TITLE: FOOD SERVICE WORKER (SUBSTITUTE)

Other job titles that a Substitute Food Service Worker may be known by include (but are not limited to): Culinary Worker, Cafeteria Worker, and School Nutrition Worker, etc.

2) QUALIFICATIONS:

- a) Meets state requirements for education qualifications.
- b) Ability to read, write and communicate in the English language fluently and effectively.
- c) Has effective organizational, communication and interpersonal communication skills.
- d) Must be able to follow oral and written directions and have the ability to establish effective working relationships with School District staff and students.
- e) Must comply with school Safety Manual Rules and Regulations and OSHA requirements.
- f) Endeavors to understand and respect the values and traditions of the diverse cultures represented in the community and in the school.
- g) Such additional qualifications to the above as the Board of Education may find appropriate and acceptable and as agreed upon by Kelly Education (KE).

3) REPORTING STRUCTURE

- a) The Substitute Food Service employee will report to the School Principal or Assigned School District Food Service Manager.
- b) The Substitute Food Service Worker will receive day-to-day and all job-specific instruction from the School District.

4) JOB GOAL

- a) In the absence of the School District full-time Food Service Worker, the Substitute Food Service Worker provides food service assistance and direct services to students.
- b) The Substitute Food Service Worker shall work under the direction of the School District’s full-time Food Services Manager or other designee, who has ultimate responsibility for designing and implementing food preparation and services.

5) SCOPE OF RESPONSIBILITY

The Substitute Food Service Workers work at all times under direction and supervision of School District full-time, professional employees.

- a) Follow sign in/sign out procedures as prescribed by the School District personnel
- b) Assist in providing food service preparation and services to students, and other related kitchen duties, under the direction and guidance of School District personnel.
- c) Dresses in a safe and appropriate manner as described in the KE Standards of Professional Conduct
- d) Follow all food safety and storage rules.
- e) Follow all established sanitation procedures.
- f) Operate all mechanical kitchen equipment correctly and safely.
- g) Assist in money and meal accountability.
- h) Cooperate with the School Food Service Manager to provide a positive and inviting dining experience for students and faculty.
- i) Report all personal injury or school property and/or theft to Kelly supervisor and School District personnel immediately.
- j) Allows all students to see the on-site nurse or visit the school clinic, if and when they request to do so. The Substitute Food Service Worker should never make judgment calls as to the authenticity of a student’s request in this regard, unless otherwise directed by School District personnel.
- k) Allows all students to use the restroom, if and when they request to do so. The Substitute Food Service Worker should never make judgment calls as to the authenticity of a student’s request in this regard, unless otherwise directed by School District personnel.

- l) Immediately notifies my Kelly Education representative of any proposed change in job duties or responsibilities that differ or are inconsistent with the standards contained herein. No changes may take effect until Kelly Education has formally agreed to the proposed change.
- m) For your own safety as well as that of students and district staff, Kelly Education requires adherence to a 'S.A.F.E. Touch' policy as it relates to physical contact between you and students. This policy is located in the Kelly Education Handbook Addendum, reference Section: KELLY EDUCATION 'S.A.F.E TOUCH' POLICY.

6) UNACCEPTABLE DUTIES/RESPONSIBILITIES

The Substitute Food Service Worker shall not:

- a) Have sole supervisory responsibility or any supervisory responsibility for students.
- b) Actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an assigned employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only.
- c) For the physical safety of the students and the Substitute Food Service Worker and to avoid KE being held liable for injuries, the Substitute Food Service Worker shall not perform duties that will require or permit the following:
 - (1) Administer medication.
 - (2) Diagnose an injury or illness that is actual, perceived, suspected, or claimed.
 - (3) Have physical contact with a student.
 - (4) Have sole supervision of the cafeteria and/or food service area.
 - (5) Be alone with a student in a private setting.¹
 - (6) One-on-one contact with special needs students including physical restraint or meal assistance.
 - (7) Lifting more than 25 pounds.

School District will use Substitute Food Service Worker only in assignments consistent with the job descriptions for which KE places them, will not give duties to a Substitute Food Service Worker that the Substitute Food Service Worker must perform outside of School District's premises, and will take full responsibility for assignments or duties that differ from the Substitute Food Service Workers' mutually agreed upon job duties, responsibilities, work environment, or location, unless mutually agreed to in writing.

¹ This includes in-house teaching, visiting a student's home for any reason, having custody of a single student beyond the presence of other adults or students and/or assignments without on-site supervision from district personnel.

JOB DESCRIPTION: PARAEDUCATOR

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 Paraeducator.

JOB TITLE: PARAEDUCATOR

Other job titles that paraeducator may be known by include (but are not limited to): Paraprofessional, Aide, Education Technician, Teacher Aide, Instructional Assistant, Classroom Assistant, Education Assistant, Learning Support Assistant, 1:1 Aide, and Teaching Assistant.

QUALIFICATIONS:

1. Meets state requirements for education qualifications.
2. Ability to lift materials and supplies, as well as assist in the implementation of an instructional support program with students of varying ages and sizes.
3. Ability to read, write and communicate in the English language fluently and effectively.
4. Has effective organizational, communication, and interpersonal communication skills.
5. Must be able to follow oral and written directions and have the ability to establish effective working relationships with District/School staff and students.
6. Maintain student and District/School personnel confidentiality.
7. Endeavors to understand and respect the values and traditions of the diverse cultures represented in the community and in the classroom.
8. Manifests a positive role in District/School and community relations.
9. Such additional qualifications to the above as the District/School may find appropriate and acceptable and as agreed upon by Kelly Education (KE).
10. Dress in a safe and appropriate manner as described in the KE Standards of Professional Conduct.
11. Must successfully complete KE required training (and District/School specific training, if applicable) before starting any special education paraeducator assignments.

REPORTS TO AND SUPERVISED BY:

School Principal, Director of Special Education Program, Supervisor, and/or Assigned District/School Teacher. Paraeducator will receive day-to-day and all classroom-specific instruction from the District/School.

JOB GOAL:

To assist, support, and work closely with supervising district/schoolteachers, administrators, and other team members in providing educational benefit for students with special needs.

Dependent upon assignment, but always under direct supervision of District/School employees, this role may be working directly in a special education classroom, working in a general education classroom or environment, and/or working one-on-one with a student or small group of students.

SCOPE OF RESPONSIBILITY:

Paraeducators work at all times under direction and supervision of District/School professional employees. District/School employees are responsible for developing curriculum, planning instruction, evaluating academic and behavior progress, developing goals and objectives, providing day-to-day supervision of the Paraeducator, ensuring classrooms are adequately staffed, and communicating progress to parents.

Paraeducator provides classroom assistance to students with special needs and to the assigned District/School teacher, who has ultimate responsibility for designing and implementing educational programs, activities and services.

The District/School teacher prepares the lessons, plans the instructional support activities the Paraeducator carries out, and evaluates the achievement of the students with whom the Paraeducator is working; and the Paraeducator works in close and frequent proximity and under the direction and guidance of the supervising District/School teacher(s). Under the guidance of the classroom teacher, the Paraeducator must:

- a) Allow all students to see the on-site nurse or visit the school clinic if and when they request to do so. The Paraeducator should never make judgment calls as to the authenticity of a student's request in this regard, unless otherwise directed by District/School personnel;
- b) Allow all students to use the restroom if and when they request to do so. The Paraeducator should never make judgment calls as to the authenticity of a student's request in this regard, unless otherwise directed by District/School personnel. Bathrooming and;
- c) All other personal hygiene supports require a code of human dignity. After being trained by the District/School, the Paraeducator may need to assist in toileting activities with a student with significant needs. The Paraeducator will only assist in this regard under the direction and direct supervision of the District/School.

KELLY EDUCATION 'S.A.F.E. TOUCH' POLICY

For the safety of the Kelly Education employee as well as that of students and district staff, Kelly Education requires adherence to a 'S.A.F.E. Touch' policy as it relates to physical contact between the Kelly Education employee and students.

'S.A.F.E. Touch' means that contact between the Kelly Education employee and students meets all of the following criteria:

Student and school staff have knowledge of the contact, and the contact is
Age appropriate, necessary, in line with district policy, positive and professional in nature, and you are
Fully trained*, the contact aligns with your job description, and is a part of the
Educational activity or lesson plan.

Contact between the Kelly Education employee and students or district staff should never be:

- (1) Aggressive, alarming, or violent
- (2) Part of an altercation or incident
- (3) Casual or informal
- (4) Restricting by use of force
- (5) Inappropriate or unprofessional, or
- (6) Considered sexual in nature.

*We understand that certain job duties do require extra training. In general, duties that fall outside of face and hand hygiene, and hand-over-hand or hand-under-hand prompting that would require additional training include, but are not limited to: student diapering or toileting assistance activities, and/or crisis de-escalation strategy methods which may involve physical restraint of a student. Proof of additional training completed, in the form of a training completion certificate with the Kelly Education employee's name listed, will need to be provided to and approved by Kelly Education prior to performing those job duties.

Contact between the Kelly Education employee and students that falls outside of the "S.A.F.E." touch policy may result in corrective action, up to and including removal of the Kelly Education employee from assignments or employment termination.

UNACCEPTABLE DUTIES/RESPONSIBILITIES:

As a support role, Paraeducator employees should not:

- Have sole supervisory responsibility.
- Prepare lesson plans.
- Use corporal punishment.
- Develop curricular materials.
- Provide direct instruction in place of a teacher.
- Introduce new content or skills.
- Assign grades to students.
- Give students a final grade and/or determine whether a student should pass or fail.
- Sole responsibility for contact with a parent to discuss a student's IEP, progress or placement decision.
- Serve as substitute teachers.
- Actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an assigned employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only.

For the physical safety of the students and/or the Paraeducator and to avoid KE being held liable for injuries, the following duties shall not be performed:

- Administer medication.
- Diagnose an injury or illness that is actual, perceived, suspected, or claimed.
- Have sole supervision of a playground.
- Have sole supervision for releasing a student(s) onto a school bus or other vehicle.
- Transport students in a motor vehicle.
- Be alone with a student in a private setting (this includes In-house teaching, visiting a student's home for any reason, and/or assignments without on-site supervision from District/School personnel).

Additionally, KE Permanent Paraeducators should not be placed on special education/needs assignments that require a KE Permanent Paraeducator to perform the following duties:

- Participate in activities involving or equipment for feeding or breathing tubes.
- Lead, direct or have sole supervision of students for bathroom support/assistance.
- Physical restraint of a student with special needs, unless the Paraeducator holds a current certification and is consistent with district/school's approved crisis intervention strategy program and the student's IEP requirements.
- Lifting more than 25 pounds

In this role supporting the Special Education environment, the Paraeducator may be required to physically move or touch a student as part of executing their responsibilities. In the event Paraeducator is assigned to a special needs position where the job requires physical contact—that employee must be certified in the district/school's preferred crisis intervention strategy/restraint training and that contact must be age-appropriate, must be performed at the direction of or under the direct supervision of District/School personnel and consistent with district/school's approved crisis intervention strategy program and the student's IEP requirements, and must be directly related to the duties of the position and/or situationally appropriate.

School District will use KE Permanent Paraeducators employees only in assignments consistent with the job descriptions for which KE places them, will not give duties to a KE Permanent Paraeducators employee that KE Permanent Paraeducators employee must perform outside of School District's premises, and will take full responsibility for assignments or duties that differ from the KE Permanent Paraeducators employees' mutually agreed upon job duties, responsibilities, work environment, or location, unless mutually agreed to in writing.

JOB DESCRIPTION: SUBSTITUTE PARAEDUCATOR

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: SUBSTITUTE PARAEDUCATOR

Other job titles that a Substitute Paraeducator may be known by include (but are not limited to): Paraprofessional, Education Technician, Teacher Aide, Instructional Assistant, Classroom Assistant, Education Assistant, Learning Support Assistant, and Teaching Assistant

QUALIFICATIONS:

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

REPORTS TO AND SUPERVISED BY:

School Principal and/or Assigned District/School Teacher. Kelly Substitute Paraeducator will receive day-to-day and all classroom-specific instruction from the District/School.

JOB GOAL:

To assist, support, and work closely with supervising district/school teachers, administrators, and other team members in providing educational benefit and instructional support for students. Paraeducators may provide educational and instructional support for students in the areas of academic or learning, social interaction, behavioral, safety, communication, or mobility.

Dependent upon assignment, but always under direct supervision of District/School employees, this role may be working directly in a dedicated special education classroom, a resource room, a general education classroom, or anywhere in the school environment where students are receiving instruction. Under direct supervision of District/School employees, Paraeducators may be working with a student one-on-one or with a small group of students.

RESPONSIBILITIES:

Substitute Paraeducators work at all times under direction and supervision of District/School professional employees. District/School employees are responsible for developing curriculum, planning instruction, evaluating academic and behavior progress, developing goals and objectives, providing day-to-day supervision of the Substitute Paraeducator, ensuring classrooms are adequately staffed, and communicating progress to parents.

In the absence of the full-time Paraeducator, the Substitute Paraeducator provides classroom assistance to special needs students and to the assigned District/School teacher, who has ultimate responsibility for designing and implementing educational programs, activities and services.

The District/School teacher prepares the lessons, plans the instructional support activities the Substitute Paraeducator carries out, and evaluates the achievement of the students with whom the Substitute Paraeducator is working; and the Substitute Paraeducator works in close and frequent proximity and under the direction and guidance of the supervising District/School teacher(s). Under the guidance of the classroom teacher, the KE Substitute Paraeducator must:

- a) Allows all students to see the on-site nurse or visit the school clinic if and when they request to do so. The KE Substitute Paraeducator should never make judgment calls as to the authenticity of a student's request in this regard, unless otherwise directed by School District personnel.
- b) Allows all students to use the restroom if and when they request to do so. The KE Substitute Paraeducator should never make judgment calls as to the authenticity of a student's request in this regard, unless otherwise directed by School District personnel.
- c) Adheres to the Kelly Education Standards of Professional Conduct.

- d) Immediately notifies Kelly Education of any proposed change in job duties or responsibilities that differ or are inconsistent with the standards contained herein. No changes may take effect until Kelly Education has formally agreed to the proposed change.
- e) The KE Substitute Paraeducator may need to assist with basic or routine hygiene activities involving the student's face or hands. These activities must be performed at the direction of or under the direct supervision of District/School personnel and must be directly related to the duties of the position. For example, assistance with handwashing or wiping the student's face.
- f) For your own safety as well as that of students and district staff, Kelly Education requires adherence to a 'S.A.F.E. Touch' policy as it relates to physical contact between you and students. This policy is located in the Kelly Education Handbook Addendum, reference Section: KELLY EDUCATION 'S.A.F.E TOUCH' POLICY.

UNACCEPTABLE DUTIES/RESPONSIBILITIES:

As a support role, KE Substitute Paraeducator employees should not:

- Have sole supervisory responsibility for the duration of the school day assignment.
- Prepare lesson plans.
- Use corporal punishment.
- Develop curricular materials.
- Provide direct instruction in place of a teacher.
- Introduce new content or skills.
- Assign grades to students.
- Give students a final grade and/or determine whether a student should pass or fail.
- Sole responsibility for contact with a parent to discuss a student's IEP, progress, or placement decision.
- Serve as substitute teachers unless they are qualified, trained, and approved to do so by Kelly Education.

For the physical safety of the students and/or the KE Substitute Paraeducator and to avoid KE being held liable for injuries, the following duties shall not be performed:

- Administer medication.
- Diagnose an injury or illness that is actual, perceived, suspected, or claimed.
- Provide sole supervision of a playground.
- Provide sole supervision for releasing a student(s) onto a school bus or other vehicle.
- Transport students in a motor vehicle.
- Be alone with a student in a private setting (this includes In-house teaching, visiting a student's home for any reason, and/or assignments without on-site supervision from district/school personnel).
- Actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an assigned employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only.
- Lifting more than 25 pounds.

Additionally, KE employees should not be placed on special education/needs assignments that require a KE employee to perform the following duties:

- Physical restraint of a student.
- Participate or monitor activities involving feeding or breathing tubes.
- Participate or monitor activities involving student diapering or toileting activities.



SUBMIT RFP TO:
SCHOOL BOARD OF CLAY COUNTY
PURCHASING DEPARTMENT
 800 Center Street
 Green Cove Springs, Florida 32043

REQUEST FOR PROPOSAL
Acknowledgement Form

Page 1 of 33 Pages	RFP WILL BE OPENED AT: 2:00 P.M., February 7, 2024 and may not be withdrawn within 90 days after such date and time.	RFP NO. 23-BA-130
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POSTING TIME & DATE 1:00 P.M. November 30, 2023	PURCHASING DEPARTMENT REPRESENTATIVE Shelly Vongchanta, Coordinator of Purchasing Email: shelly.vongchanta@myoneclay.net	RFP TITLE TEMPORARY SUBSTITUTE AND OTHER STAFFING SERVICES
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VENDOR NAME VENDOR MAILING ADDRESS CITY-STATE-ZIP TELEPHONE NUMBER: () FAX NUMBER: () EMAIL ADDRESS:	<p style="text-align: center;">"NO RFP" REASON FOR NOT SUBMITTING RFP</p> <p style="text-align: center; font-size: small;">To qualify as a respondent, bidder shall submit only this bidder acknowledgement form and it shall be received no later than the stated RFP opening date and hour.</p> <hr style="width: 80%; margin: 10px auto;"/> <p style="text-align: center;">AUTHORIZED SIGNATURE (MANUAL)</p> <hr style="width: 80%; margin: 10px auto;"/> <p style="text-align: center;">AUTHORIZED SIGNATURE (TYPED or PRINTED)</p> <hr style="width: 80%; margin: 10px auto;"/> <p style="text-align: center;">TITLE</p>
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I hereby certify that I am submitting the following information as my firm's (Bidder) RFP and am authorized by Vendor/Contractor/Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Request For Proposal (RFP), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, conditions contained in RFP, and any released Addenda and understand that the following are requirements of RFP and failure to comply will result in disqualification of RFP submitted; Bidder certifies this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services(s), and is in all respects fair and without collusion or fraud. Bidder acknowledges that all information contained herein is part of the public record as defined by State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this RFP are true and accurate.

SEALED RFP: All RFP sheets, requested documents, and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the RFP number, date and time of the RFP opening and the company name. All RFPs are subject to the conditions specified herein. Those which do not comply with these conditions are subject to RFP being considered Non-Responsive.

- SIGNATURE REQUIRED CHECKLIST:**
- Documents shall be submitted with RFP
 - REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM (Page 1)
 - SPECIAL CONDITIONS (Page 10)
 - PRICING TABLES (Page 24)
 - EDGAR CERTIFICATION (Page 27)
 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION (Page 28)
 - DRUG-FREE WORKPLACE CERTIFICATION (Page 29)
 - NON-COLLUSION AFFIDAVIT (Page 30)
 - DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (Page 31)
 - BIDDER'S STATEMENT PRINCIPAL PLACE BUSINESS (Page 32)

- SUBMITTAL REQUIRED CHECKLIST:**
- Documents submitted with RFP.
 - APPLICANT STATEMENT-BACKGROUND INFORMATION (Page 33)

GENERAL CONDITIONS

SEALED RFP REQUIREMENTS: Unless otherwise specified, bidders shall use the form(s) furnished by the Purchasing Department, of the School Board of Clay County, Florida ("SBCC" or "District") and enter information only in the spaces where a response is requested. Any modifications or alterations to the original RFP documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a RFP. Bidders may use an attachment as an addendum to the RFP if sufficient space is not available on the original form for the bidder to enter a complete response. For purpose of evaluation, the bidder shall indicate any and all variances from specifications, terms, and/or conditions regardless of how slight. If variations are not stated in the RFP, it shall be assumed that the product or service fully complies with the specifications, terms, and conditions herein.

BIDDER'S RESPONSIBILITY: It is the responsibility of the Bidder to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting a RFP without regard to how a copy of this RFP was obtained. All RFPs are subject to the conditions specified herein, on the attached RFP documents, and on any Addenda issued thereto.

RFP SUBMITTED: Completed RFP must be submitted in a sealed envelope with RFP number and name clearly typed or written on the front of the envelope. **RFPs must be time stamped in SBCC Purchasing Department on or before Due Date and Time listed on Acknowledgement Form. The address for RFP submittal, including hand delivery and overnight courier delivery, is indicated as: 800 Center Street, Green Cove Springs, Florida 32043.**

RFPs submitted by telegraphic, email, or facsimile transmission shall not be accepted. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their RFP or related material. Procurement and Warehousing Services shall not accept delivery of any RFP or related material requiring SBCC to pay for any portion of the delivery cost or the complete delivery cost.

EXECUTION OF RFP: RFP shall contain a manual signature of an authorized representative, officer or employee having authority to legally bind the company or firm in the space provided above. All RFPs must be completed in ink or typewritten. Use of erasable ink is not permitted.

If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the RFP even when using opaque correction fluid. SBCC reserves the right to reject any RFP or RFP item completed in pencil or any RFP that contains illegible entries or price corrections not initialed.

PRICES QUOTED: Deduct discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the RFP specification. In case of discrepancy in computing the amount of the RFP, the **Unit Price** quoted shall govern. Each item must be RFP separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Bidder is requested to offer a cash discount for prompt invoice payment, however such discounts shall not be considered in determining the lowest net cost for RFP evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the SBCC Accounts Payable Department, whichever is later. Cash or quantity discounts offered shall not be a consideration in determination of award of RFP(s).

TAXES: SBCC does not pay Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

MISTAKES: Bidders are expected to examine the specifications, delivery schedules, RFP prices and extensions, and all instructions pertaining to RFP. Failure to do so shall be at Bidder's risk.

CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

SUBSTITUTIONS: SBCC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their RFP once awarded by SBCC. Any substitute shipments shall be returned at the Awardee's expense.

MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If RFPs are based on equivalent products, indicate the manufacturer's name and product number on the RFP form. Bidder shall submit cuts, sketches, and descriptive literature and/or complete specifications with their RFP. Reference to literature submitted with a previous RFP shall not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and should not be considered an exception thereto. The SBCC reserves the right to determine acceptance of item(s) as an approved equivalent. RFPs that do not comply with these requirements are subject to rejection. RFPs lacking any written indication of intent to RFP an alternate brand shall be received and considered in complete compliance with the specifications as listed on the RFP form. The Purchasing Department is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the SBCC unless evidenced by a Change Notice issued and signed by authorized SBCC representative.

SAMPLES: Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for removal of all samples furnished within 30 days after RFP opening or samples shall be disposed of. Each individual sample must be labeled with Bidder's name, RFP number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of RFP item. Unless otherwise indicated, samples should be delivered to SBCC Purchasing Department, 800 Center Street, Green Cove Springs, FL 32043.

DELIVERY: All deliveries shall be F.O.B. indicated destination, freight fully prepaid. Title to goods shall pass to SBCC upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, Contractor retains the sole insurable interest in the goods. SBCC shall not accept collect freight charges. Time of delivery is an important consideration for the SBCC in making the award. SBCC reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the Contractor's expense. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBCC administration is closed.

AWARDS: In the best interest of the SBCC, the SBCC reserves the right to: 1) withdraw this RFP at any time prior to the time and date specified for the RFP opening; 2) make award(s) by individual item, group of items, all or none or combination thereof with one or more suppliers; 3) to acquire additional quantities at prices quoted on this RFP unless additional quantities are not acceptable, in which case, the RFP sheets must be noted "RFP IS FOR SPECIFIED QUANTITY ONLY."; 4) to reject any and all RFPs or waive any minor irregularity or technicality in RFPs received; and 5) when it is determined there is no competition to the lowest responsible bidder, evaluation of other RFPs are not required. Bidders are cautioned to make no assumptions unless their RFP has been evaluated as being responsive. Upon award of this RFP, the successful bidder shall be notified of award configuration in writing by Purchasing Department. Bidder who is awarded this contract resulting from this RFP is cautioned not to provide goods/services to any SBCC site or to any SBCC employee prior to receiving a purchase order issued by the SBCC Purchasing Department. Notification of award is not to be construed as authorization to provide goods/services. SBCC is not obligated to pay invoices for provision of goods/services for which SBCC Purchasing Department has not issued a purchase order, or invoices resulting from purchase order changes not authorized by SBCC. All awards made as a result of this RFP shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in state court located in Clay County, Florida.

RFP OPENING: All RFPs shall be received no later than the date and time specified on the document. All RFPs received after that time shall not be considered. It is the bidder's responsibility to assure that their RFP is delivered at the proper time and place of the RFP opening. RFPs, which for any reason are not so delivered, shall not be considered. Public opening shall acknowledge receipt of RFPs only, details concerning pricing or the offering may not be announced. All RFPs submitted shall become public record in accordance with F.S. 119.071. RFP files may be examined during normal working hours by appointment.

PROPRIETARY INFORMATION: Pursuant to Chapter 119, Florida Statutes, RFPs received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all RFP documents or other materials submitted by all Bidders in response to this RFP shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its RFP is confidential and exempt, along with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the RFP claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the RFP is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

PUBLIC RECORDS REQUEST: All public records requests shall be administered by the District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.336-6500, or by email at: PRR@myoneclay.net The Public Records Request Procedure form is available online at <https://ccds.myoneclay.net/about-us/public-records-request>

INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBCC are found to be defective or not conform to specifications, SBCC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

PAYMENT AND INVOICING: Contractor shall be paid in accordance with the Florida Prompt Payment Act, Florida Statutes Chapter 218, upon submission of invoices to the SBCC at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Florida Prompt Payment Act. An original invoice referencing a SBCC purchase order number shall be submitted for payment to SBCC Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043. Failure to follow these instructions may result in delay in processing invoices for payment.

GENERAL CONDITIONS

INSURANCE / LICENSES / PERMITS: Bidder, by virtue of submitting a RFP, shall be in full compliance with LIABILITY INSURANCE, LICENSES AND PERMITS as specified herein. Bidder shall take special notice that SBCC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- by AM Best. All policies must remain in effect during the performance of the contract.

Where Awardees are required to enter or go onto SBCC property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBCC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their RFP.

RFP BONDS / PERFORMANCE BONDS: RFP bonds, when required, shall be submitted with the RFP in the amount specified in Special Conditions. RFP bonds shall be returned to non-Awardees. After acceptance of RFP, SBCC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the RFP bond shall be returned to the Awardee.

LICENSES, CERTIFICATIONS AND REGISTRATIONS: As of the RFP Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for RFP to be considered a responsive and responsible RFP. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by SBCC. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its RFP or within 24 hours upon request by SBCC.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the RFP Opening, shall provide notice to the Supervisor of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP Opening shall not relieve the Awardee of its responsibilities under this RFP.

PATENTS & ROYALTIES: The Awardee, without exception, shall indemnify and save harmless SBCC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBCC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

SAFETY STANDARDS / OSHA / MSDS: The Awardee warrants that the product supplied to SBCC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA), as amended, and the failure to comply with this condition shall be considered as a breach of contract. The bidder further certifies that if they are the successful bidder and delivered product is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the bidder. The Manufacturer, Importer, or Distributor of a toxic substance shall provide all Material Safety Data Sheets (MSDS) with their RFP. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes.)

ASBESTOS / FORMALDEHYDE / LEAD-FREE: All building materials, pressed boards, and furniture supplied to SBCC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to SBCC also be 100% formaldehyde free.** Bidder, by virtue of bidding, certifies by signing RFP that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** shall be supplied. All material supplied to SBCC must be 100% lead free. Bidder, by virtue of signing RFP, certifies that only materials or equipment that is 100% lead free shall be supplied to SBCC.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT: (34 CFR 80.36(i)(6)): All Contractors, contractors and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

TOXIC SUBSTANCES IN CONSTRUCTION, REPAIR OR MAINTENANCE OF EDUCATIONAL FACILITIES: (Fla. Statute 1013-49: (1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used the contractor shall notify the SBCC Superintendent or the SBCC Project Manager/Supervisor in writing at least three (3) working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance is to be used; and (c) When the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each such substance.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation that required an alteration. The SBCC reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the SBCC.

FACILITIES: SBCC reserves the right to inspect the Awardee's facilities at any time with prior notice. RFPs shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP, have a record of performance for a reasonable period of time; have sufficient financial support equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with best business practices in the industry and as determined in discretion by the proper authorities of the SBCC. SBCC may use the information obtained from this in determining whether Bidder is a responsible Bidder.

SPECIAL CONDITIONS: The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual RFPs. Any and all Special Conditions that may vary from General Conditions shall have precedence.

DISPUTES: in the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- Addenda released for this RFP, with the latest Addendum taking precedence, then;
- The RFP; then
- Bidder's submitted RFP.

In case of any other doubt or difference of opinion, the decision of SBCC shall be final and binding on both parties.

EXPENDITURE: No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this RFP. SBCC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBCC.

EXTENSION: In addition to any extension options contained herein, SBCC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBCC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBCC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this RFP or (b) the termination date under any applicable period of extension under a contract entered into as a result of this RFP.

ASSIGNMENT: Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from SBCC. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBCC. The successful Contractors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company, or corporation without prior written consent of SBCC. The successful Contractors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful Contractor obligations cannot be delegated.

PURCHASE AGREEMENT: This RFP and the corresponding Purchase Orders shall constitute the complete agreement. SBCC shall not accept proposed terms and conditions that are different than those contained in this Invitation to RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a RFP, Awardee agrees to not submit to any SBCC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBCC.

FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the Contractor of such an occurrence and the RFP and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

TIED RFP: In the event of tied or identical RFPs, preference shall be given to the RFP which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S. If all tied RFPs have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither Contractor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida. If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the tied RFP shall be decided by the flip of a coin in the presence of witnesses. The coin flip shall be administered by the Supervisor of Purchasing who shall designate the calling of heads or tails.

GENERAL CONDITIONS

LOBBY: Bidders are hereby advised that they shall not lobby with any School District personnel or SBCC Members regarding this RFP. All oral or written inquiries shall be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or School District Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of a bidder shall result in the rejection/disqualification of said RFP.

ETHICS: All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

COMPLIANCE WITH FEDERAL REGULATIONS: All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: Pursuant to Florida Statute 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or for \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to 215.473 or is engaged in business operations in Cuba or Syria.

The company/vendor certifies by submission and signature of this bid that: it is not on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; the Scrutinized Companies that Boycott Israel list, engaged in a boycott of Israel or that it is not engaged in business operations in Cuba or Syria. Any contract for goods or services of any amount may be terminated at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. A contract for goods and services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification, has been placed on any of the other lists in this section or has been engaged in business operations in Cuba or Syria.

PROHIBIT ACQUISITION OF UNNECESSARY OR DUPLICATIVE ITEMS. (2CFR 200.318 (d)/7 CFR 3016.36(b): Grantee and subgrantee procedures shall provide for review of proposed procurement to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain on an attached sheet to what extent warranty and service facilities are provided. All materials and/or services furnished under this RFP shall be warranted by the Contractor/distributor/manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items RFP shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace any defects without cost to the SBCC with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the SBCC.

GOVERNING LAW: This RFP, any award(s) resulting from this RFP, and all transaction from this RFP shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this RFP shall be submitted to the jurisdiction of the state courts located in Clay County, Florida without regards to principles of conflicts of law.

PURCHASES BY OTHER GOVERNMENTAL AGENCIES (D.O.E. Regulation #6A1.012(5): With the consent and agreement of successful bidder(s), purchases may be made under this RFP by other governmental agencies within the State of Florida. Such purchases shall be governed by same terms and conditions as stated herein with exception of venue of litigation of disputes which may be changed to include only the state courts in the county in which the governmental agency is located.

USE OF OTHER CONTRACTS: SBCC reserves the right to utilize any other SBCC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative RFP agreement, or to directly negotiate/purchase per SBCC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.

PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The purchasing agreements and state term contract available under s. 287.056 have been reviewed.

CONE OF SILENCE: Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee

Member, or any other School District employee after SBCC Purchasing Department releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated SBCC representative. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBCC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBCC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by SBCC. **Any Bidder or lobbyist who violates this provision shall cause their RFP (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

NONCONFORMANCE TO CONTRACT CONDITIONS: Items offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

- For a period of two years, any RFP submitted by Awardee shall not be considered and shall not be recommended for award.
- All departments being advised not to do business with Awardee.

SEVERABILITY: In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid.

JESSICA LUNSFORD ACT: In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465, 467 or 468 and possess a SBCC fingerprinting clearance card prior to entry upon SBCC property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the SBCC. To obtain information on when and how to obtain fingerprinting log on to the SBCC web site at ba.myoneclay.net/purchasing click on "Jessica Lunsford Act Information" or contact the Human Resources Division at (904) 336-6716.

E-VERIFY: The Contractor named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Contract, the Contractor certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with section 895.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The Contractor must maintain a copy of such affidavit for the duration of the Contract. This section serves as notice to the Contractor that, pursuant to the terms of section 448.095(2)(c)1 and 2, Florida Statutes, the School Board shall terminate this Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If the School Board has a good faith belief that the subcontractor, without the knowledge of the Contractor, has knowingly violated section 448.09(1) or 448.095(2), F.S., School board shall notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

If the School Board terminates a contract with a Contractor pursuant to sec. 448.095(2)(c), F.S., the Contractor will not be awarded a public contract for at least one year after the date of such termination.

BIDDER'S EMPLOYEE RESPONSIBILITY: All employees and/or sub-contractors of the Contractor shall be considered to be at all times the sole employees and responsibility of Contractor under their sole direction and not an employee or agent of SBCC. The contractor shall supply competent employees and/or sub-contractors and the SBCC may require the Contractor to remove an employee and/or sub-contractor it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on SBCC property is not in the best interest of the SBCC. Contractors and all their employees shall be in accordance with Jessica Lunsford Act. Each employee and or sub-contractor of contractor shall have and wear proper identification while on SBCC property and are required to sign in/out at main office or other designated place upon arrival and when leaving job site, if applicable. Workman using foul/abusive language or presenting an offensive appearance as determined by SBCC Representative(s) shall be asked to leave. Radios/other audio items are not to be used and Smoking is prohibited on SBCC property.

DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory Contractor list may not submit a RFP on a contract to provide goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs 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.

GENERAL CONDITIONS

ANTI-DISCRIMINATION: The Bidder certifies that Bidder is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134

PROTESTING: Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions / specifications of the invitation to RFP or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of the posting of RFP solicitation or posting of the RFP tabulation with recommendation and shall file a formal written protest within ten working days following the filing of Notice of Protest. Any person who files an action protesting this RFP pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Clay County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$5000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes. RFP Tabulation / Recommendation of Award shall be posted online at ba.myoneclay.net/purchasing with the hard copy posted in the SBCC Purchasing Department at 800 Center Street, Green Cove Springs, Florida after the intended recommendation is announced on or about **March 20, 2024**. This tabulation shall remain posted for a minimum period of 96 hours. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

CONFIDENTIAL RECORDS: Notwithstanding any provision to the contrary within this Contract, any party contracting with SBCC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBCC and its officers and employees for any violation of this section, including, without limitation, defending SBCC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBCC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBCC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. Awardee agrees that it may create, receive from or on behalf of SBCC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBCC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBCC, Awardee agrees to provide SBCC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBCC to terminate any Agreement with Awardee.

PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs 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 any 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 [currently \$25,000] for a period of 36 months from the date of being placed on the convicted Contractor list.

COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS: The SBCC is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):

a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]

b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

FORCE MAJEURE: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

CANCELLATION / TERMINATION: In the event, the awarded bidder violates any of the provisions of this RFP or fails to perform their obligation under this contract in a manner satisfactory to the SBCC as per specifications, the Supervisor of Purchasing shall give written notice to the Contractor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the SBCC for immediate cancellation of the contract. Failure of the Contractor to correct deficiencies shall give the SBCC the right to cancel this contract, but failure by the SBCC to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by the SBCC or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service. Upon cancellation, hereunder the SBCC may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The SBCC reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the SBCC shall be relieved of all obligations under said contract. The SBCC shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the Contractor. The SBCC may cancel the contract upon ninety (90) days written notice for reasons other than cause and Contractor shall have no legal recourse or cause of action against the SBCC damages resulting from said cancellation.

INDEMNIFICATION: Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the Contractor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar. This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

Any and all special conditions and specifications attached hereto that vary from these General Conditions shall have precedence. The accompanying RFP constitute an offer from the bidder. If any or all parts of the RFP are accepted by the School Board of Clay County, an authorized representative of the Purchasing Department shall issue an officially signed Award Letter which shall then constitute the completed written agreement between the parties. The conditions of the Award Letter become a part of the written agreement between the parties.

SPECIAL CONDITIONS

The School Board of Clay County ("SBCC" or "District") is seeking proposals from qualified Contractor(s) for **TEMPORARY SUBSTITUTE AND OTHER STAFFING SERVICES**. This Request for Proposal ("RFP") is intended to provide temporary staffing services for substitute teachers, cafeteria workers, and other various positions within the District as specified in the Scope of Work, on an as needed basis. The target timeframe to initiate temporary staffing services is July 1, 2024.

Qualified Contractors desiring to provide the required services must submit one (1) ORIGINAL hardcopy labeled as such on the cover, and seven (7) copies, totaling eight (8) proposal packages, submitted in a sealed package clearly marked on the outside: **"RFP 23-BA-130 TEMPORARY SUBSTITUTE AND OTHER STAFFING SERVICES"** to SBCC Purchasing Department at 800 Center Street, Green Cove Springs, Florida 32043 before the time and date listed on RFP Acknowledgement Form.

It is the intent of the SBCC, if successful with contract negotiations, to enter into a written service contract for Temporary Substitute and Other Staffing Services for an initial five (5) year period with an option to renew for one additional five (5) year contract period upon mutual agreement by all parties, in writing.

A Proposal Committee shall review the proposals received in response to this RFP and make a recommendation to the Board for the selection of the awarded contractor. The Proposal Committee will consist of seven (7) members.

It is anticipated that, in performing their duties, the awarded contractor shall have substantial interaction with the Human Resources Department. This interaction shall include, but not be limited to; reviewing and modifying the scope of services, evaluating and discussing performance of contractor and corrective actions for performance deficiencies, and any other issues as determined by the Human Resources Department.

It is expressly understood that the District's preference/selection of any proposal does not constitute an award of a Contract with the SBCC. It is further expressly understood that no contractual relationship exists with the SBCC until a written Contract has been formally executed by both the SBCC, and the selected contractor.

In the best interest of the School Board, the District reserves the right to reject any and all proposals/offers, with or without cause, to waive informalities, minor irregularities or other requirements in proposals/offers received and/or to accept any portion of the proposal/offer if deemed in the best interest of the District.

The District also reserves the right to request clarification of information from any contractor. Any ex-parte communications initiated by a contractor with any employee of the District other than those personnel specifically identified as contacts in this RFP, or communication with any member of the District may result in immediate disqualification from the RFP process.

The terms and conditions stipulated in this Request for Proposal are those desired by the District and preference will be given to those proposals in full or substantial compliance therewith. Failure of the contractors to provide in its proposal/offer any information requested in the RFP, may result in rejection for non-responsiveness. Failure of the contractors to meet or exceed any stated minimums in the RFP may also result in being rejected for being non-responsible. However, after allowance for any deviations, all proposals may be considered. Contractors are cautioned that restrictive deviations from the desired program must be clearly stated in the Proposal Response.

SPECIAL CONDITIONS

The competence, responsiveness, and responsibility of contractors will be considered in making the award. Contractors are required to submit with their proposal, data in regard to their qualifications as a vendor including experience, and a list of current companies successfully being serviced that are comparable to this request. Please include names, telephone numbers and emails of persons to contact. The contractor declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

The SBCC is not responsible for any expenses which contractors may incur in preparing and submitting Proposals. The SBCC will not be liable for any costs incurred by the Contractor in connection with interviews/presentations (i.e., travel, accommodations, etc.). It is expressly understood, no Contractor (whether selected or not) may seek or claim any award and/or re-imbursement from the SBCC for any expenses, costs, and/or fees (including attorneys' fees) borne by any Contractor, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Contractor.

In the event that a contract/agreement is attached to the RFP, such attached contract/agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the SBCC. In the event that a contract/agreement is not attached to the RFP, it is expressly understood that the SBCC preference/selection of any proposal does not constitute an award of a contract/agreement with the SBCC. It is anticipated that subsequent to the SBCC preference/selection of any proposal, contract negotiations will follow between the SBCC and the selected Contractor. It is further expressly understood that no contractual relationship exists with the SBCC until a contract has been executed in writing by both the SBCC, and the selected Contractor. The SBCC reserves the right to delete, add to, or modify one or more components of the selected contractor's proposal, in order to accommodate changed or evolving circumstances that the SBCC may have encountered, since the issuance of the RFP. By submitting a proposal, a contractor agrees to be bound by these terms and provisions of the RFP.

In order to be considered for evaluation, the proposers shall demonstrate sufficient capacity, resources and experience to provide temporary substitute and other staffing services as required by the District, and as specified in this RFP. Any proposer that fails to meet the following minimum criteria as defined in this RFP shall be noted as "nonresponsive and/or nonresponsible" and will not be evaluated/scored.

At a minimum, each proposer shall provide sufficient documentation to verify that:

1. The contractor has successfully provided temporary substitute and other staffing services for large organizations with multiple employees within the immediate past four (4) years, and those organizations will be included in the required references.
2. The firm can comply with the SBCC insurance requirements.

PUBLIC RECORDS

Subject to the limited confidentiality afforded pending competitive solicitation by Florida Statute 119.071, this RFP and all Bids are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a Proposal, Proposers will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

SPECIAL CONDITIONS

Florida Statute 119.0701 requires the Contractor to comply with Florida's public records laws with respect to services performed on behalf of the School District. Specifically, the Statute requires that the Contractor:

- a) Keep and maintain public records required by the School District to perform the service.
- b) Upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School District.
- d) Upon completion of the contract, transfer, at no cost, to the School District all public records in possession of the Contractor or keep and maintain public records required by the School District to perform the service. If the Contractor transfers all public records to the School District upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT RECORDS OFFICE AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, PHONE (904) 336-6500, or by email at: PRR@myoneclay.net. The Public Records Request Procedure form is available online at <https://ccds.myoneclay.net/about-us/public-records-request>

CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE

Contractor shall take out and maintain all insurance policies required below with companies authorized to do business under the laws of the State of FL. and satisfactory to the School Board. **The awarded Contractor SHALL ensure that any sub-contractor they use maintain the same level of insurance coverage.**

Insurer shall be rated A- with an FSC V or better in the current AM Best Guide through the life of the contract to include any renewal periods. ***Insurance certificate(s) reflecting the required coverages shall be submitted to the School Board Purchasing Department prior to any work being performed under this Contract. Certificate(s) shall be submitted directly from Contractor's Insurance Agent and Mark All Certificates Attn: SBCC Purchasing Department, as Certificate Holder (with 30 day Notice of Cancellation or Change in Coverage) and list SBCC as Additional Insured.***

SPECIAL CONDITIONS**COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE**

Including Premises Operation, Independent Contractor's Protective, Products and Completed Operation Board Form, Contractual Liability in at least the following amounts and coverages:

Bodily Injury

- Each Occurrence \$1,000,000.00
- Annual Aggregate \$2,000,000.00

Property Damage

- Each Occurrence \$1,000,000.00
- Annual Aggregate \$2,000,000.00

Personal Injury

- Annual Aggregate \$1,000,000.00

- Completed Operations and Products Liability shall be maintained for one (1) year after final payment

WORKERS' COMPENSATION INSURANCE: Contractor is responsible for assuring that valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes is maintained for all of their employees and sub-contractors employed at the site of the project. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute the Contractor shall provide adequate insurance satisfactory to the Owner, for protection of his employees not otherwise protected. School Board shall accept an approved NOTICE OF ELECTION TO BE EXEMPT FROM THE PROVISIONS OF THE FLORIDA WORKERS' COMPENSATION LAW Certificate.

State

- Statutory

Employer's Liability

- Per Accident \$100,000.00
- Disease, Policy Limit \$500,000.00
- Disease, Each Employee \$100,000.00

AUTOMOBILE INSURANCE: Including all owned, non-owned and hired vehicles used in connection with the work in at least the following amounts and coverage's:

Bodily Injury

- Each Person \$1,000,000.00
- Each Occurrence \$1,000,000.00

Property Damage

- Each Occurrence \$1,000,000.00

- Each Accident – Single Limit – Bodily Injury and Property Damage combined one million dollars (\$1,000,000.00)

NO PAYMENTS will be made until approved Insurance Certificate is received by SBCC.

Funding for this RFP may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, Contractor shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 - Grants and Agreements (2 C.F.R. §200), Title 7 - Agriculture (NSLP), Title 34 - Education (EDGAR, FERPA), Title 44 - Emergency Management and Assistance (FEMA); U.S. Code Titles: 20, 31, 40, 41.

NOTE: The successful Contractors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company or corporation without prior written consent of the School Board. The successful Contractors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful Contractor obligations cannot be delegated.

SPECIAL CONDITIONS

RFPs must be submitted with all required documents to include completed Attachments/Exhibits. Proposers may use an attachment if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original RFP documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of an RFP. Any such modifications or alterations that a Contractor wishes to propose must be clearly stated in the Contractor’s proposal response. Prior to submitting an RFP, it is the sole responsibility of Proposer to ensure that all addenda releases are received, and that all RFP and addenda requirements have been completed and that all required submittals have been included.

Questions on RFP shall be in writing to Shelly Vongchanta, Coordinator of Purchasing, sent via email to shelly.vongchanta@myoneclay.net no later than 2:00 PM on December 6, 2023.

Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the Purchasing Department in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this RFP shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any bidder’s proposal and shall not be considered in the School Board evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Bidder’s may be disqualified who solicit or receive (even if unsolicited) additional information regarding the RFP by any other means than process described herein.

Any and all Addenda relating to this RFP shall be posted on DemandStar (Demandstar.com) and on the School Board of Clay County Purchasing website (ba.myoneclay.net/purchasing). Prior to submitting an RFP, it is the sole responsibility of the proposer to ensure that all addenda releases are received, and that all bid and addenda requirements have been completed and that all required submittals have been included without regard to how a copy of this RFP was obtained.

NOTE: ALL RFP SHEETS, THAT ARE REQUIRED, MUST BE EXECUTED AND SUBMITTED WITH SEALED PROPOSAL. ALL RFPs ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

By submitting a proposal, the contractor certifies that the contractor has fully read and understands all General Conditions, Special Conditions, and has full knowledge of the scope, nature, and quality of work to be performed. Contractor certifies that this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a RFP for the same equipment/service and in all respects is fair and without collusion or fraud. Contractor agrees to abide by all conditions of this RFP and certifies that they are authorized to sign this RFP for the Contractor.

AUTHORIZED SIGNATURE OF PROPOSER

COMPANY NAME

DATE

SCOPE OF SERVICES

The District wishes to receive proposals for selection of a Contractor to provide a comprehensive solution to temporary staffing for substitute teachers and other staffing services from July 1, 2024 through June 30, 2029, with renewal options.

The School Board of Clay County currently employs 3,100 full time active teachers. SBCC attempts to accommodate all substitute requests throughout the year SBCC's substitute/teacher absences fill rate target is 96%.

SBCC is seeking proposals from vendors for a total business solution for a highly effective delivery of substitute staffing services for all district sites. Services shall include, but not be limited to providing: day-to-day substitute teachers, daily building substitute teacher assigned to a school, long-term substitute teachers, substitute teacher assistants and other support positions, to also include record keeping and invoice reconciliation. This RFP defines the minimum requirements necessary to perform these and related services as required.

All material submitted in the proposal, shall become the property of SBCC. SBCC has the right to use any or all ideas presented in any reply to this solicitation as it deems necessary and in the best interest of SBCC. Selection or rejection of any response does not affect this right.

Due to the wide-variance, unpredictability of the nature of needs and restricted budgets, the School Board of Clay County (SBCC) will not be obligated to any set dollar amount. Contract award only guarantees a source of supply for services.

"Assigned Employees" are those employees assigned by the Proposer to an SBCC campus. "Assigned Employees" are NOT employees of the School Board of Clay County.

SERVICES –

1.1 Awarded Vendor will:

- recruit, interview, select, train, hire and assign its employees serving as substitutes to cover absences or vacancies for any and all SBCC sites (Appendix 1)
- Comply with laws, rules and regulations applicable to Vendors of staffing services
- Conform to all federal and state requirements for compensation of employees
- Be responsible for compensating their employees wages and benefits
- Conduct background checks, fingerprinting, and certification as required by the Jessica Lunsford Act, Florida Laws, and School Board Policies
- Maintain data analytics and records, including pay rate, for all positions
- Utilize an automated system to manage substitute scheduling, timekeeping and payroll
- Provide an technological solution for recording, maintaining and reconciling invoices related to substitute coverage
- Produce requested reports to SBCC Human Resources department in regards to contract pay rates, fill rates, etc.
- Make every reasonable effort to provide substitutes when requested by SBCC as well as provide substitutes that possess the specific, specialized expertise and professional competence to the areas being requested for coverage.

SCOPE OF SERVICES

- Require assigned employees to protect SBCC proprietary and/or confidential information when applicable
- Affirm that vendor shall follow SBCC's process for investigating and managing concerns emerging from allegations of substitute misconduct, performance issues and incidents.
- Provide an alternate employee for SBCC should SBCC deem the assigned one unfit
- Provide other staffing solutions or modifications as required by SBCC

1.2 Assigned Employee will:

- Possess reasonable standards, skill, integrity and reliability and shall be expected to perform all duties normally associated with the duties of the absent SBCC teacher.
- Be under the direction and control of SBCC from the time substitute reports for duty until the assignment is over
- Report on time (when properly notified)
- Report to the correct site administrator
- Dress professionally in accordance with SBCC dress code policy (see policy #2.21)
- At no time transport any student (either in a personal or SBCC vehicle)
- Receive and follow all training in regards to site specific workplace safety and school board policies to include lockdown, fire drills
- Conduct themselves in accordance with SBCC rules, policies and regulations at all times.

1.3 School Board of Clay County will:

- Provide assigned employees with a safe and suitable workplace
- Provide adequate internal controls, supervision and instructions to assigned employees
- Utilize assigned employees only in those positions which they were assigned, and not require additional duties outside those which they were assigned
- Reserve the right to reject an assigned employee for any reason

(INTENTIONALLY LEFT BLANK)

PROPOSAL FORMAT

Timetable - Please make sure your firm can accommodate the following timetable.

November 30, 2023 at 2 PM	RFP Advertised
January 12, 2024 by 2 PM	RFP Questions are Due
January 22, 2024	Final Addendum Regarding Questions Posted (if Applicable)
February 7, 2024 by 2 PM	Proposals Due
February 28, 2024	Finalist Interviews/Site Visits (if Applicable)
March 20, 2024	Award Notification Posted On or About
April 10, 2024	Contract Signed by Awarded Firm
May 2, 2024	Board Approval / Contract Signed by SBCC

Proposers should provide their best offer with the initial proposal since the District reserves the right to award a contract based on initial Proposal without any further negotiations.

Contractors are given wide latitude in the degree of detail they offer in their Proposal, including the extent to which they describe their corporate capability and how their firm engages in services that meet the objectives of the District. There is no limit on the number of pages; however, Proposers should prepare their Proposal simply and economically, providing a straightforward and concise description of their ability to satisfy the requirements of the RFP. Proposals that are of excessive length, contain a preponderance of boilerplate text, or are redundant are discouraged. Emphasis in each Proposal should be on completeness, clarity of content and address all required components in the order given in this RFP. Failure of a contractor to provide the appropriate information or materials in response to each stated requirement or request for information may result in lower scores during the evaluation process.

The aim of the required format is to simplify the proposal preparation and evaluation process and to ensure that all proposals receive the same orderly review. All proposals should include the following components:

- Cover Letter
- Section 1: Firm / Staff Qualifications
- Section 2: Pricing
- Section 3: Understanding of Scope of Services
- Section 4: Approach / Scope Specifics
- Section 5: Implementation and Program for SBCC

Cover Letter - Provide a one-or two-page cover letter. Include one original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should provide the following:

- A brief statement of the contractor's understanding of the services to be provided.
- The name(s), title(s), phone number(s), fax number(s), e-mail address(es), and street address(es) of the person(s) in the organization who will be the client's services manager who will be responsible for coordinating all services.
- Highlights of the contractor's qualifications and ability to perform the requested services

PROPOSAL FORMAT

- Specify the level of capability, financial stability, material equipment, facilities, personnel, resources, experience knowledge and expertise, or demonstrate ability to obtain any of these, necessary to meet contractual requirements.
- Indicate whether the contractor has a satisfactory record of performance on similar projects.
- The contractor shall supply information that is fully responsive to the RFP, including, but not limited to, provision of any required license, permits, insurance, price sheets and organizational papers.
- Specify the level of work experience especially as it relates to proposed Scope of Services noted in RFP.
- Indicate whether contractor has ever had a contract/agreement/business relationship terminated/cancelled/suspended. If so, what were the reasons, and what was the ultimate outcome?
- Indicate whether contractor has ever filed a Bid/RFP/RFQ protest. If so, what were the reasons, and what was the ultimate outcome?
- Indicate whether contractor has ever filed an administrative or judicial action with any State agency or Stat court. If so, what were the grounds/reasons, and what was the ultimate outcome?

Section 1: Firm / Staff Qualifications – Only responsible Proposers, who normally have knowledge and experience of and are currently engaged in the operation of providing substitute teacher staffing and other staffing services, will be considered for award of SCHOOL BOARD OF CLAY COUNTY (SBCC) RFP #23-BA-130.

Qualifications of Proposer -

- Qualified proposers shall have adequate organization, facilities, equipment, personnel and other resources necessary, to ensure prompt, efficient and satisfactory service to SBCC.
- Awarded Contractor will be determined by previous experience and satisfactory performance of at least four (4) contracts or orders for similar work within the last two (2) years, demonstrated by their references.
- The Proposer shall be qualified to perform the work as specified, and must be primarily engaged in the business of substitute teacher staffing and/or similar services and have been in business for the last two (2) consecutive years or more, under the same name, as a licensed contractor or have equivalent work experience in the industry and/or with SBCC.
- Proposer shall fully explain and demonstrate its work history and qualifications in its submission.
- SBCC reserves the right, before awarding the contract, to require proposer(s) to submit further evidence of qualifications or any other information SBCC staff may deem necessary for further clarification or clarification of items submitted.

In this section Proposer shall include with its proposal the following information to demonstrate the firm's experience and qualifications as outlined in this RFP, to include, but not be limited to:

- a. Organization Description
- b. References & List of Districts
- c. Business License
- d. Previous Experience with District Statement
- e. Legal Actions (If Applicable)

PROPOSAL FORMAT

- f. Applicant Statement – Background Information
- g. Experience and Qualifications of Key Personnel
- h. Additional Information
 - a. Organization Description: A description of the proposer’s organization must be supplied. Description shall be in paragraph/letter form and include, but be not limited to:
 - i. A brief narrative of the Firm History to include any name or legal changes as well as ownership changes, structure changes, company mergers or buyouts, throughout the history of the firm.
 - ii. Number of years in business.
 - iii. Firm’s main headquarters location, address and contact
 - iv. Organizational Chart of administrative staff
 - v. Description of services firm provides
 - vi. Number of employees currently employed total and per office location.
 - vii. Number of offices and locations of each. Indicate which office will be the main servicing location for this RFP.
 - viii. Description of the level of government services offered (if any).
 - b. References & List of Districts: The Bidder must present a minimum of four (4) references, that will illustrate the ability of the firm to act as a primary vendor for the services requested herein. References shall be submitted as follows:
 - i. Proposer must present a minimum of ONE (1) Florida School District references for which it was the primary supplier of substitute teacher staffing services for within the last two (2) years.
 - ii. Proposer must present a minimum of THREE (3) other Public School District references for which it was the primary supplier of substitute teacher staffing services for within the last two (2) years.
 - iii. All references / contracts shall have been maintained on a minimum service schedule of (5) days per week basis for a period not less than twelve (12) consecutive calendar months.
 - iv. Proposer may present additional references for consideration.
 - v. All references must include the name of the organization, organization address, a contact name, contact title, contact number, contract dates of services (mm/yy to mm/yy), present status of contract (expired, terminated, current, etc...), brief description of services provided, estimated # of substitutes provided within the most recent 12-month period of service, estimated size of the entity being serviced and any other relevant information pertaining to the reference.
 - vi. Although proposer(s) may have or are currently performing services for several SBCC sites, SBCC or any of its sites may only be used as one (1) reference.
 - vii. Additionally, Proposer shall provide a list of all School Districts (include City, State) serviced with the estimated size and the average fill rate for each district from the most recent current 2-year periods.
 - viii. CCPS reserves the right to solicit reference letters from known prior or existing customers of the Proposer.

PROPOSAL FORMAT

- c. Business License: Proposer shall possess all applicable business licenses required to perform services under this RFP. Proposer shall submit business licenses as follows:
- i. Copy of current and previous year's business licenses (2 total) from proposer to operate within Clay County, Florida, must be submitted with the proposal. Either a state, municipal, federal or county license will be acceptable. All licenses shall have current name and address of proposer. If proposer has moved since the issuance of the license, it must document as such with a written explanation and submitted with RFP.
 - ii. Licenses must be valid/current at the time of submittal and shall be maintained throughout the duration of the contract and submitted to SBCC as necessary. Furthermore, the Contractor for the duration of the contract shall comply with all Federal, State and Local rules, regulations and licensing requirements necessary to perform the services and work required under this RFP.
 - iii. Proposer may submit any other State Licenses, certificates or other licensure, which will further demonstrate its capabilities.
 - iv. Contractor for the duration of the contract shall comply with all Federal, State and Local rules, regulations, laws and licensing requirements for its firm and any and all employees as necessary.
- d. Previous Experience with District: Proposer shall provide a brief description of any and all previous experience with SBCC, if applicable. Details of description should include site(s) and any key SBCC personnel involved. RFP(s) may be rejected based on past performances.
- e. Legal Actions: Describe in brief detail any current or previous legal actions naming the firm as a primary or secondary party. State the circumstances of any action.
- f. Statement of Qualification: Proposer shall complete and attest to the information provided in Attachment 7: Applicant Statement – Background Information.
- g. Experience and Qualifications of Key Personnel: Give the name of individual(s) who will be assigned as the team to service SBCC contract and other staff qualifications as outlined in this RFP. Bidder must employ staff that is capable and licensed / certified if necessary to perform the services listed herein. At a minimum, bidder shall provide the following to demonstrate the capabilities of its staff that will be involved in the services provided through this RFP:
- i. Describe list of key and Administrative personnel with titles and duties / functions within the organization that will be the main servicing and administrative agents for this contract, including but not limited to any: partners, supervisors, managers, senior staff, customer service, etc...
 - ii. Resumes of key and Administrative personnel
 - iii. Clearly indicate the main point of contact and/or any principal personnel that will be overseeing and supervising all services to SBCC under this contract
 - iv. Any license(s)/certification(s) of personnel
 - v. Names, titles and description functions of any other additional personnel that may have substantial involvement in this project.
 - vi. Proposer may submit any other employee State Licenses, certificates or other licensure, which will further demonstrate the capabilities of its staff.

PROPOSAL FORMAT

Proposer/Contractor shall ensure all its employees have been properly trained and certified if necessary to perform the required services and fulfill their roles within the Firm.

Staff Replacements: Contractor shall provide competent, suitably qualified key and administrative personnel per the specifications of this RFP. In the event it is necessary to replace a key or administrative employee, Contractor must provide written notification to SBCC of any changes in its personnel identified in their response to this RFP. Such notification shall include a detailed reason(s) for the need to change personnel and the Contractor's documentation that proposed replacement personnel have equal or greater qualifications and experience.

SBCC reserves the right to reject any replacement staff member and may use alternate vendors or cancel the contract if suitable replacements cannot be made available. Any changes in personnel mentioned herein must be submitted and approved in advance by SBCC.

h. Additional Information: Proposer may submit any additional information it sees necessary to further demonstrate its experience and qualifications.

Section 2: Pricing – Using the Pricing Tables (page 24) on Appendix 2, provide the pricing and any fees associated with Contractor's services.

- Proposer shall provide an hourly rate per position listed in the pricing tables
- Pricing provided shall be inclusive of all supervision, labor, materials, equipment, tools, machinery, transportation, travel, parts (unless specified) and any other services necessary for the proper execution and completion of service under this RFP
- All rates and times shall start when assigned employee arrives at the "job site." Any travel expenses shall be borne by the Contractor and Contractor's employees, and will not be reimbursed by SBCC
- No additional charges or hidden costs shall be allocated during the course of this contract
- "Markup" shall remain firm during the initial contract period and any subsequent renewals
- Consideration of Base price increases or decreases will be done on an annual basis accounting for inflation and/or legislation
- Base price increases or decreases must be written and mutually agreed upon by SBCC and the awarded firm
- Additional positions may be added at any time during the contract period(s). Human Resources Department shall have sole determination whether a new position should be added. The addition of any positions shall be subject to successful completion of price negotiations with the awarded firm. SBCC reserves the right to refuse payment for any positions not authorized in this manner.
- Include any other available discounts or guarantees and other pertinent information
- "ECE" on Pricing Table refers to "Early Childhood Education" substitutes

Section 3: Understanding of Scope of Services - Discuss in detail, the firm's understanding of the scope of work, and the overall project, as outlined in the information within this RFP.

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PROPOSAL FORMAT

Section 4: Approach / Scope Specifics – Give detailed descriptions on how each of the areas below will be executed by the firm. Include timeframes, programs, any expectations from the district, and any other information relevant to this RFP. Also include any other areas that the proposer believes will benefit SBCC towards better temporary staffing solutions.

- **WEBSITE** – Company website will be linked to SBCC Human Resources site. Describe in detail the information that will be shown on the proposer’s website, along with any functionalities that may be available for temporary staffing at SBCC.
- **BADGING** – Only after fingerprint and background checks, shall badges be issued by SBCC to those substitutes/assigned employees that passed. No substitute/assigned employee shall be assigned to any sites or jobs prior to receiving a badge.

Explain in detail the process to be used for:

- a) Fingerprinting
 - b) Background Checks
 - c) Drug Testing
 - d) Verification of Certifications / Degrees
- **TRAINING** – Discuss any training that may be required prior to assigned employee onboarding with SBCC. Include any trainings required from the district as well as any trainings given by the firm.
 - **TIMEKEEPING / PAYROLL** – Proposer shall describe its administrative and management approach to providing its technology system for recording, timekeeping, maintaining and reconciling invoices generated by the substitute coverage. This may include any and all software or web-based software utilized to facilitate services and recordkeeping.
 - a) Description may include any aspects of the program that might differentiate between a true absence as opposed to the teacher being involved in a school-related activity outside of the classroom that may be for a few hours
 - b) Explain how firm verifies timecards
 - c) Proposer shall include a sample of timecards and invoices, which shall show all pertinent information in a concise manner
 - d) SBCC utilizes the Business Plus platform. Proposer shall indicate compatibility with SBCC platform, if applicable.
 - **REPORTING** – Proposer shall provide reports to SBCC to assist in the monitoring of the program. Proposer shall describe its administrative and management approach to providing comparative reports to SBCC to include but not be limited to:
 - a) Total Filled Absences / Vacancies
 - b) Fill Rates Percentage
 - c) Customized Weekly and Monthly Fill Rate Reports
 - d) Absences Filled with a BA/BS Degree
 - e) Incident Reporting Rating
 - f) Cost Comparison Analysis Year Over Year

Contractor agrees to provide reports as requested by SBCC or on a reasonable schedule (i.e. monthly) as agreed upon by SBCC and Contractor. Contractor further agrees to provide any additional reasonable report not listed that may be of interest or importance to SBCC.

PROPOSAL FORMAT

Proposer shall describe any unique approach or methodologies for any administrative and management approach to providing requested services to SBCC or any other additional information that may be of interest to SBCC on the firm's approach to the project.

Section 5: Implementation and Program for SBCC – Proposer shall describe the methodology to be used in assessing, processing and implementing its program for SBCC to commence. Process shall clearly be broken out into phases, including the time required timeline for each phase and shall begin upon completion of contract negotiations.

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EVALUATION OF PROPOSALS

EVALUATION OF PROPOSALS – The RFP is part of a competitive procurement process, which shall determine the proposal that shall serve in the best interest of SBCC. An Evaluation Committee, consisting of SBCC personnel, will convene, review and discuss proposals submitted.

Only submitted proposals meeting all qualifications and specifications will be evaluated in accordance with the following Evaluation Criteria: Firm / Staff Qualifications, Pricing, Understanding of Scope of Services, Approach / Scope Specifics, and Implementation and Program for SBCC. Proposals will be reviewed by the Evaluation Committee and assigned points in accordance with the evaluation criteria listed in this RFP.

Final rankings will be summarized, Award Notification Posted, Written Contract negotiated, and finalized with Board approval.

The SBCC may elect to conduct oral interviews or presentations from one or more of the proposal respondents. If the SBCC elects to conduct oral presentations or interviews, such presentations or interviews will be conducted in accordance with Florida Sunshine Laws.

Selected firms will be notified if presentations/interviews are required. The SBCC desires to avoid the expense to all parties of unnecessary presentations. The evaluation team will make every reasonable effort to make recommendations based upon the written submittals alone. If a single number one ranked firm cannot be clearly determined, then the evaluation team shall request the Purchasing Director to set-up the top ranked firms for presentations/interviews.

The SBCC intends to select a contractor that demonstrates, in the District's opinion, the highest degree of compliance with the criteria specified herein.

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EVALUATION OF PROPOSALS
EVALUATION RANKING SHEET FOR RFP #23-BA-130
TEMPORARY SUSTITUTE AND OTHER STAFFING SERVICES

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
 CRITERIA FOR RANKING

DATE: _____
 RFP #23-BA-130 _____

Firms will be evaluated on the following criteria. Definitions for evaluation criteria for ranking proposals for RFP 23-BA-130 can be found in Section(s) 1 – 5 of the RFP documents.

- A. Firm / Staff Qualifications (0 – 50 points)
- B. Pricing (0 – 20 points)
- C. Understanding of Scope of Services (0 -10 points)
- D. Approach / Scope Specifics (0 – 10 points)
- E. Implementation and Program for SBCC (0 -10 points)

A. FIRM/STAFF QUALIFICATIONS 0 TO 50	B. PRICING 0 TO 20	C. UNDERSTANDING OF SCOPE OF SERVICES 0 TO 10	D. APPROACH / SCOPE SPECIFICS 0 TO 10	E. IMPLEMENTATION AND PROGRAM FOR SBCC 0 TO 10	TOTALS 100

ADDITIONAL COMMENTS (IF ANY) : _____

SIGNATURE OF RATER: _____

PRINT NAME: _____

DATE: _____

APPENDIX 1 – Page 1 of 2
SCHOOL / FACILITY ADDRESSES

Elementary Schools	Address
Argyle Elementary	2625 Spencer Plantation Blvd, Orange Park, FL 32073
Charles E. Bennett Elementary	1 South Oakridge Avenue, Green Cove Springs, FL 32043
Clay Hill Elementary	6345 County Road 218, Jacksonville, FL 32234
Coppergate Elementary	3460 Copper Colts Court, Middleburg, FL 32068
Discovery Oaks Elementary	950 Oakleaf Plantation Parkway, Orange Park, FL 32065
Doctors Inlet Elementary	2634 County Road 220, Middleburg, FL 32068
Fleming Island Elementary	4425 Lakeshore Drive, Fleming Island, FL 32003
Grove Park Elementary	1643 Miller Street, Orange Park, FL 32073
Keystone Heights Elementary	335 SW Pecan Street, Keystone Heights,, FL 32656
Lake Asbury Elementary	2901 Sandridge Road, Green Cove Springs, FL 32043
Lakeside Elementary	2752 Moody Avenue, Orange Park, FL 32073
McRae Elementary	6770 County Road 315 C, Keystone Heights, FL 32656
Middleburg Elementary	3958 Main Street, Middleburg, FL 32068
Montclair Elementary	2398 Moody Avenue, Orange Park, FL 32073
Oakleaf Village Elementary	410 Oakleaf Village Parkway, Orange Park, FL 32065
Orange Park Elementary	1401 Plainfield Avenue, Orange Park , FL 32073
Paterson Elementary	5400 Pine Avenue, Fleming Island, FL 32003
Plantation Oaks Elementary	4150 Plantation Oaks Blvd, Orange Park, FL 32065
RideOut Elementary	3065 Apalachicola Boulevard, Middleburg , FL 32068
Ridgeview Elementary	421 Jefferson Avenue, Orange Park , FL 32065
S. Bryan Jennings Elementary	215 Corona Drive, Orange Park, FL 32073
Shadowlawn Elementary	2945 County Road 218, Green Cove Springs, FL 32043
Spring Park Elementary	3530 County Road 315, Green Cove Springs, FL 32043
Swimming Pen Creek Elementary	1630 Woodpecker Lane, Middleburg, FL 32068
Thunderbolt Elementary	2020 Thunderbolt Road, Fleming Island, FL 32003
Tynes Elementary	1550 Tynes Boulevard, Middleburg, FL 32068
W.E. Cherry Elementary	420 Edson Drive, Orange Park, FL 32073
Wilkinson Elementary	4965 County Road 218, Middleburg, FL 32068

APPENDIX 1 – Page 2 of 2
SCHOOL / FACILITY ADDRESSES

<u>Junior High</u>	<u>Address</u>
Green Cove Springs Junior	1220 Bonaventure Avenue, Green Cove Springs, FL 32043
Lake Asbury Junior	2851 Sandridge Road, Green Cove Springs, FL 32043
Lakeside Junior	2750 Moody Avenue, Orange Park, FL 32073
Oakleaf Junior	4085 Plantation Oaks Blvd., Orange Park, FL 32065
Orange Park Junior	1500 Gano Avenue, Orange Park , FL 32073
Wilkinson Junior	5025 County Road 218, Middleburg, FL 32068
<u>High Schools</u>	<u>Address</u>
Clay High	2025 State Road 16 West, Green Cove Springs, FL 32043
Fleming Island High	2233 Village Square Parkway, Fleming Island, FL 32003
Keystone Heights High	900 Orchid Avenue, Keystone Heights, FL 32656
Middleburg High	3750 County Road 220, Middleburg, FL 32068
Oakleaf High	4035 Plantation Oaks Blvd., Orange Park, FL 32065
Orange Park High	2300 Kingsley Avenue, Orange Park, FL 32073
Ridgeview High	466 Madison Avenue, Orange Park, FL 32065

APPENDIX 2
PRICE PROPOSAL / PRICING TABLES

Firms will be evaluated on the pricing tables below. Definitions/parameters for pricing for RFP 23-BA-130 can be found in Section 2 (page 17) of the RFP documents.

Pricing for Substitute Teachers:

POSITION	PAY RATE	PAY TYPE	MARKUP	BILL RATE
ECE Substitute Teacher – High School Diploma		Hourly		
Substitute Teacher – AA Degree		Hourly		
ECE Substitute Teacher – AA Degree		Hourly		
Substitute Teacher – BA Degree		Hourly		
ECE Substitute Teacher – BA Degree		Hourly		
Substitute Teacher – Master’s Degree or Higher		Hourly		
ECE Substitute Teacher – Master’s Degree or Higher		Hourly		
Substitute Teacher (*Exempted)		Hourly		
Long Term Substitute Teacher (11+ Days, Retro Back to Day 1)		Hourly		
Long Term Substitute Teacher Assistant District Approved Positions Only (11+ Days, Retro Back to Day 1)		Hourly		
Building Substitute Teacher		Hourly		
Substitute Teacher Assistant		Hourly		

* "Exempted" - Substitutes who have been assigned to an SBCC facility in the past and repeatedly shown above excellent performance but who may not have the necessary requirements (academic or otherwise) to meet the standards for a substitute teacher

Pricing for Other Positions

POSITION	PAY RATE	PAY TYPE	MARKUP	BILL RATE
Cafeteria Assistant Substitute		Hourly		
Custodian		Hourly		

Please list any placement fees (if applicable) should SBCC desire to hire an Assigned Employee to work in a full-time or part-time employment position with SBCC:

AUTHORIZED SIGNATURE OF PROPOSER

COMPANY NAME

DATE

ATTACHMENT 1**EDGAR CERTIFICATIONS**

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II to C.F.R. PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

EDGAR CERTIFICATIONS (continued)

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

EDGAR CERTIFICATIONS (continued)

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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 to any person for influencing or attempting to influence an officer or employee of any agency, 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 covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: _____

Signature of Authorized Representative: _____

Print Name of Authorized Representative: _____

ATTACHMENT 2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for 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 indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Bidder: _____

Printed Name

Title of Authorized Representative

Signature:

Date:

ATTACHMENT 3
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, F.S. as follows:

Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, 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 of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: _____

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

ATTACHMENT 4
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 shall be treated as fraudulent or otherwise 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)

ATTACHMENT 5
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.
- I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.

Signature

Company Name

ATTACHMENT 6

BIDDER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Bidder)

Name of bidder: _____

Identify the state in which the bidder has their principal place of business: _____

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:

OPINION OF OUT-OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for any Out-of-State Bidder)

NOTICE: Section 287.084.(2), Fla. Stat., provides that “A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contract.” See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The bidder’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The bidder’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any public contracts to business entities whose principal places of business are in that state. [Please describe applicable preference(s) and identify applicable state law(s)]

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The bidder’s principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision.

_____ The bidder’s principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision. [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state bidder’s attorney: _____

Printed name of out-of-state bidder’s attorney: _____

Address of out-of-state bidder’s attorney: _____

Telephone Number of out-of-state bidder’s attorney: (_____) _____ - _____

E-mail address of out-of-state bidder’s attorney: _____

Attorney’s states of bar admission: _____

ATTACHMENT 7
APPLICANT STATEMENT – BACKGROUND INFORMATION

1. Legal Name and Address:
Address of Proposed Office in Charge, if different:
Contact Person and Position:
Telephone:
2. Circle One: Corporation, Partnership, Individual, Joint Venture or Other
3. If Corporation,
Date of Incorporation:
State of Incorporation:
If out-of-state Corporation currently authorized to do business in Florida, give date of such authorization:
Names and Titles of Principal Officers:
4. Name and Address and amount of ownership of all stockholders owning more than 10 percent of the company:
5. If Partnership: Date of Organization:
Nature of Partnership (General, Limited, or Association):
Name and Address of Partners:
6. If Individual: Name and Address of Owner:
7. Under what other or former names has your organization operated?
8. Length of time in business.
9. Describe any litigation or regulatory action filed against your firm in the last three (3) years, and the resolution thereof.
10. State whether the firm has offices and representatives in the State of Florida and/or in Clay County or surrounding Counties.



**CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT**

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P (904) 336-6500 W oneclay.net

SUPERINTENDENT OF SCHOOLS

David S. Broskie

BOARD MEMBERS:

Erin Skipper, District 1

Mary Bolla, District 2

Beth Clark, District 3

Michele Hanson, District 4

Ashley Gilhousen, District 5

ADDENDUM 1 POSTED AT 10:00 A.M., ON DECEMBER 13, 2023

ADDENDUM 1 FOR RFP #23-BA-130
TEMPORARY SUBSTITUTE AND OTHER STAFFING SERVICES

NOTE: Replace Original RFP page 10 with **ADDENDUM 1 page 10 (attached)**

Note change in red: Questions on RFP shall be in writing to Shelly Vongchanta, Coordinator of Purchasing, sent via email to shelly.vongchanta@myoneclay.net no later than 2:00 PM on **January 12, 2024**.

NOTE: **VENDOR QUESTIONS AND DISTRICT RESPONSES 1-16 on the attached 3 Pages** shall be changes or additions to the requirements/conditions and shall be included in your response.

REMINDER: Proposals are DUE at 2:00 P.M., on February 7, 2024 and Proposers should provide best offer with the initial proposal as the District reserves the right to award a contract based on initial Proposal without any further negotiations.

Except as noted above, all other Conditions and Specifications remain unchanged. Include, as part of vendor proposal package an executed copy of this Addendum.

Sign and return this ADDENDUM 1 with your proposal

VENDOR NAME: _____
(Print)

SIGNATURE: _____

NAME & TITLE: _____
(Print)

SPECIAL CONDITIONS

RFPs must be submitted with all required documents to include completed Attachments/Exhibits. Proposers may use an attachment if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original RFP documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of an RFP. Any such modifications or alterations that a Contractor wishes to propose must be clearly stated in the Contractor’s proposal response. Prior to submitting an RFP, it is the sole responsibility of Proposer to ensure that all addenda releases are received, and that all RFP and addenda requirements have been completed and that all required submittals have been included.

Questions on RFP shall be in writing to Shelly Vongchanta, Coordinator of Purchasing, sent via email to shelly.vongchanta@myoneclay.net **no later than 2:00 PM on January 12, 2024.**

Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the Purchasing Department in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this RFP shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any bidder’s proposal and shall not be considered in the School Board evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Bidder’s may be disqualified who solicit or receive (even if unsolicited) additional information regarding the RFP by any other means than process described herein.

Any and all Addenda relating to this RFP shall be posted on DemandStar (Demandstar.com) and on the School Board of Clay County Purchasing website (ba.myoneclay.net/purchasing). Prior to submitting an RFP, it is the sole responsibility of the proposer to ensure that all addenda releases are received, and that all bid and addenda requirements have been completed and that all required submittals have been included without regard to how a copy of this RFP was obtained.

NOTE: ALL RFP SHEETS, THAT ARE REQUIRED, MUST BE EXECUTED AND SUBMITTED WITH SEALED PROPOSAL. ALL RFPs ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

By submitting a proposal, the contractor certifies that the contractor has fully read and understands all General Conditions, Special Conditions, and has full knowledge of the scope, nature, and quality of work to be performed. Contractor certifies that this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a RFP for the same equipment/service and in all respects is fair and without collusion or fraud. Contractor agrees to abide by all conditions of this RFP and certifies that they are authorized to sign this RFP for the Contractor.

AUTHORIZED SIGNATURE OF PROPOSER

COMPANY NAME

DATE

Question 1:

What is the final day to submit questions? The RFP lists two separate dates (December 6th and January 12th).

Answer 1:

January 12, 2024 is the final date to submit questions for this RFP. Revised page 10 (attached to this Addendum 1).

Question 2:

- What are the District's current hourly pay rates for the positions listed in the RFP?
- Please share the incumbent vendors current pricing.
- If this is not a new venture, what was the previous costs for these services?
- Please share the list of current vendors providing the services requested in the RFP.

Answer 2:

Please see the current rates from Kelly Services, the sole current vendor providing the services requested in this RFP to the School Board of Clay County, on Exhibit A of this Addendum.

Question 3:

Does this venture require bonding?

Answer 3:

There is no required bond for this RFP.

Question 4:

Are bidders required to have an office in a certain radius?

Answer 4:

No.

Question 5:

- What is the anticipated cost of this venture?
- Can you please provide us with an estimated or NTE budget allocated for this contract?
- What is the estimated budget for the mentioned RFP?

Answer 5:

2023-2024 Budget is \$5.5 Million.

Question 6:

Are vendors required to bid to fill all positions?

Answer 6:

Although not a requirement, it is strongly advised that vendors should show capability of filling all positions to gain a higher evaluation score under the Firm/Staff Qualifications, Pricing, and Scope Specific sections for scoring. Also, all proposers must meet at least the minimum criteria as specified on page 7 of the RFP or their proposal shall be noted as "non-responsive and/or non-responsible" and will not be evaluated/scored.

Question 7:

What is the average duration for a staff being requested?

Answer 7:

Average substitute day is seven (7) hours. Most substitute requests are to work one (1) day.

Question 8:

Could you share the number of substitute teachers currently working those are working on contract basis?

Answer 8:

570

Question 9:

- Are there specific certifications or state registrations required to bid on this venture?
- If a vendor does not have current and previous year's business licenses (2 total) to operate within Clay County, can we provide business licenses for other areas like Greenacres, Palm Beach along with State of FL to do license?

Answer 9:

Please refer to Section 1 starting on page 14 of the RFP for licensure information. A current and previous year's (2 total) "state, municipal, federal or county [business] license" are acceptable.

Question 10:

Could you please share the previous spending on this contract, if any?

Answer 10:

\$6.1 Million

Question 11:

Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

Answer 11:

As stated on page 16 of the RFP, at a minimum "resumes of Key and Administrative personnel" are requested with this RFP.

Question 12:

Are hourly rate ranges acceptable?

Answer 12:

No.

Question 13:

Please provide a copy of the proposal of the previous vendors providing temporary staffing, including rate/cost sheets.

Answer 13:

This information may be obtained by initiating a public records request as specified on page 8 of the RFP.

Question 14:

Please provide a copy of the proposal of the previous vendors providing temporary staffing, including rate/cost sheets.

Answer 14:

This information may be obtained by initiating a public records request as specified on page 8 of the RFP.

Question 15:

How many incumbents are going to be hired from each position.

Answer 15:

All positions are on an as-needed basis.

Question 16:

Could you please let us know the length of the contract.

Answer 16:

Contract term is stated on page 6 of the RFP.

**EXHIBIT A
PRICING FOR KELLY EDUCATION**

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Staffing between Kelly Services, Inc. and The School Board of Clay County, dated 7/25/2023 The pricing in Exhibit A is confidential and proprietary to Kelly.

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)	\$12.66	Hourly	1.300	\$ 16.46
SUBSTITUTE TEACHER-AA DEGREE	\$14.00	Hourly	1.300	\$ 18.20
ECE TEACHER AA DEGREE	\$14.00	Hourly	1.400	\$ 19.60
SUBSTITUTE TEACHER-BA DEGREE	\$14.66	Hourly	1.300	\$ 19.06
ECE TEACHER- BA DEGREE	\$14.66	Hourly	1.400	\$ 20.52
SUBSTITUTE TEACHER-MASTER'S DEGREE OR HIGHER	\$16.00	Hourly	1.300	\$ 20.80
ECE TEACHER-MASTER'S DEGREE	\$16.00	Hourly	1.400	\$ 22.40
SUBSTITUTE TEACHER ASSISTANT	\$12.00	Hourly	1.300	\$ 15.60
LONG TERM SUB PAY-(11+ Days, Retro Back to Day 1)	\$20.00	Hourly	1.295	\$ 25.90
LONG TERM SUB TA PAY District Approved Positions Only-(11+Days, Retro Back to Day 1)	\$14.81	Hourly	1.295	\$ 19.18
Building Sub (\$125/day)	\$16.67	Hourly	1.295	\$ 21.59
ECE TEACHER-HS DIPLOMA	\$12.75	Hourly	1.400	\$ 17.85
CUSTODIAN SUBSTITUE	\$12.00	Hourly	1.370	\$ 16.44
CAFETERIA ASSISTANT SUBSTITUTE	\$12.00	Hourly	1.370	\$ 16.44

A signed Job Description is required for each position listed.

2. Pricing for Hiring a Kelly Assigned Employee

Customer agrees to pay a placement fee upon hiring the Kelly Assigned 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 – 90 days worked	Fee Waived
--------------------	------------

Kelly will not charge Customer a placement fee for transition of Customer recruited or transitioned employees.

KELLY SERVICES, INC.

School Board of Clay County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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Mary Bolla, District 2

Beth Clark, District 3

Michele Hanson, District 4

Ashley Gilhousen, District 5

ADDENDUM 2 POSTED AT 4:30 P.M., ON JANUARY 22, 2024

ADDENDUM 2 FOR RFP #23-BA-130
TEMPORARY SUBSTITUTE AND OTHER STAFFING SERVICES

NOTE: PROPOSAL DUE DATE CHANGED TO **FEBRUARY 14, 2024**

FINAL ADDENDUM ISSUED ON **JANUARY 29, 2024**

REMINDER: Proposals are DUE at 2:00 P.M., on February 14, 2024 and Proposers should provide best offer with the initial proposal as the District reserves the right to award a contract based on initial Proposal without any further negotiations.

Except as noted above, all other Conditions and Specifications remain unchanged. Include, as part of vendor proposal package an executed copy of this Addendum.

Sign and return this ADDENDUM 2 with your proposal

VENDOR NAME: _____
(Print)

SIGNATURE: _____

NAME & TITLE: _____
(Print)



**CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT**

800 CENTER STREET, GREEN COVE SPRINGS, FL 32043

P (904) 336-6500 W oneclay.net

SUPERINTENDENT OF SCHOOLS

David S. Broskie

BOARD MEMBERS:

Erin Skipper, District 1

Mary Bolla, District 2

Beth Clark, District 3

Michele Hanson, District 4

Ashley Gilhousen, District 5

ADDENDUM 3 POSTED AT 12:00 P.M., ON JANUARY 29, 2024

ADDENDUM 3 FOR RFP #23-BA-130
TEMPORARY SUBSTITUTE AND OTHER STAFFING SERVICES

NOTE: VENDOR QUESTIONS AND DISTRICT RESPONSES 1-31 on the attached 4 Pages shall be changes or additions to the requirements/conditions and shall be included in your response.

REMINDER: Proposals are **DUE at 2:00 P.M., on February 14, 2024 and Proposers should provide best offer with the initial proposal as the District reserves the right to award a contract based on initial Proposal without any further negotiations.**

Except as noted above, all other Conditions and Specifications remain unchanged. Include, as part of vendor proposal package an executed copy of this Addendum.

Sign and return this ADDENDUM 3 with your proposal

VENDOR NAME: _____
(Print)

SIGNATURE: _____

NAME & TITLE: _____
(Print)

Question 1:

Would you consider virtual teachers for this RFP to fill long term sub positions?

Answer 1:

No, we will not consider virtual teachers at this time.

Question 2:

Can the District please clarify how needs for vendor supplied contractors will be disseminated to awardees post award?

Answer 2:

The awarded vendor would supply software to facilitate requests.

Question 3:

Can the District please provide a detailed explanation for how points will be awarded for the pricing section of this solicitation (i.e. lowest bill rate receives maximum points, and next lowest vendor receives a prorated amount; lowest bill rate receives maximum points, and the next lowest vendor receives a predetermined amount of points)?

Answer 3:

Point allocations for all sections will be at the discretion of the person(s) on the evaluation committee.

Question 4:

When is the estimated contract award date, and how will the District communicate award status to vendors?

Answer 4:

All estimated dates can be found under "Timetable" on page 13 of the RFP. The district will notify the vendor recommended for award via email and US mail. No other notifications will be sent, but emails and phone calls are welcome from all vendors.

Question 5:

How many vendors does the District expect to award a contract to for the services requested in this solicitation?

Answer 5:

The District expects to award one (1) vendor, the highest score, as a result of this RFP.

Question 6:

- Can the District please provide incumbent information and current bill rates for contracts in place for similar services?
- Can you please provide the current pay rates for the positions listed in Appendix 2?

Answer 6:

Please refer to Addendum 1, Exhibit A, of this RFP

Question 7:

Can the District please clarify the maximum weekly allowable hours approved for providers requested in this solicitation?

Answer 7:

37.5 hours per week (for a long-term substitute)

Question 8:

Can the District please provide the total amount of billing, broken down by vendor and classification, for all vendor supplied Teachers, Food Service Workers, Custodians and Teacher Assistants utilized during the 2022-23 school year?

Answer 8:

This information may be obtained by initiating a public records request as specified on page 8 of the RFP.

Question 9:

What is the average caseload for the providers requested in this solicitation?

Answer 9:

Providers do not have a "caseload" as requests are on an as-needed basis.

Question 10:

- Can the District please provide the total amount of full-time, vendor supplied (Teachers, Food Service Workers, Custodians, and Teacher Assistants) utilized during the 2022-23 school year?
- By position type, how many absences requiring a substitute were requested during the 2022-2023 school year and how many of those absences were filled?

Answer 10:

Position	Total Absence	Total Filled
Teacher	38,662	35,097
Teacher Assistant	9,501	6,634
Food Service	488	488
Custodial	164	164

Question 11:

Can the District please describe the supplies and materials that contracted providers will have access to at the District?

Answer 11:

The contracted providers will typically have access to basic classroom materials/supplies, any lesson plans from the teacher, and limited access to computer use. Each provider will have to check with the location they are working at time of service.

Question 12:

What travels between schools is expected for these providers?

Answer 12:

The District does not have any travels between schools expectations. Substitutes take a position at a particular school campus and do not change schools during the school day.

Question 3:

What is the expected amount of full-time, vendor supplied (Teachers, Food Service Workers, Custodians, and Teacher Assistants) needed during the 2023-24 SY?

Answer 13:

The expectation is that the vendor will fulfill 96% of classroom teacher requests and 90% of food service workers, custodians and teacher assistants.

Question 14:

Will the District accept digital proposal submissions?

Answer 14:

Not at this time.

Question 15:

Will the District accept contract exceptions?

Answer 15:

Contract exceptions may be considered on a case-by-case basis, and approval of such exceptions shall be at the sole discretion of the District.

Question 16:

What is the District's expectation of the vendor in regards to supervision?

Answer 16:

The vendor should allow principals at the schools to hold immediate supervision rights and be allowed to request for a substitute to not return to their campus. HR expects the vendor to communicate all allegations to the Human Resources Director of Instructional Personnel for review.

Question 17:

Is the District open to alternative bid submissions about other available offerings.

Answer 17:

These may be looked at on a case-by-case basis, at the sole discretion of the District.

Question 18:

Is the District open to an MSP or Workforce Solution?

Answer 18:

Yes.

Question 19:

Which policies does the client require the Vendor to name them as an additional insured under?

Answer 19:

All required insurance policies are specified on pages 8-9 of the RFP. SBCC shall be named as additional insured for all specified insurance.

Question 20:

How much was the 2022-2023 school year expenditure for this service with your current provider?

Answer 20:

Please see Addendum 1, Question 10.

Question 21:

Can the District confirm if the Teachers needed are all ESE, or Gen Ed, or a mix of both.

Answer 21:

Mix of both.

Question 22:

By position type, how many absences requiring a substitute were requested from July 1, 2023 through December 31, 2023 and how many of those absences were filled?

Answer 22:

Position	Total Absence	Total Filled
Teacher	20,960	18,240
Teacher Assistant	3,308	1,902
Food Service	30	30
Custodial	254	162

Question 23:

Approximately how many substitutes are currently requested daily?

Answer 23:

More than 100

Question 24:

How many Teacher vacancies does the District currently have?

Answer 24:

The District has 46 current classroom Teacher vacancies.

Question 25:

How many substitute teacher requests were moved to "no sub needed" status during the 2022-2023 school year?

Answer 25:

This information is not readily available.

Question 26:

Are absences/fills resulting from your vacancies included in your absentee management software system and counted toward your substitute placement total?

Answer 26:

Yes.

Question 27:

Can the District please clarify what the difference is from a Substitute Teacher and a Building Substitute Teacher?

Answer 27:

A Substitute Teacher fills the role of a classroom teacher for a specific teacher that is out for the day. A Building Substitute Teacher commits to coming on campus every day and fills in at the school wherever needed, not for a specific teacher.

Question 28:

Can you please provide a list of your 20 hardest-to-fill school locations?

Answer 28:

1	Elevation Academy
2	Plantation Oaks Elementary
3	Oakleaf Village Elementary
4	Lakeside Elementary
5	Bannerman Learning Center
6	Lake Asbury Elementary
7	Grove Park Elementary
8	Orange Park Junior High
9	Oakleaf High
10	Argyle Elementary
11	Charles E Bennett Elementary
12	Lake Asbury Junior High
13	RideOut Elementary
14	Green Cove Junior High
15	Tynes Elementary
16	Keystone Elementary
17	Coppergate Elementary
18	Swimming Pen Creek Elementary
19	S Bryan Jennings Elementary
20	Clay High

Question 29:

Can you please provide absences, fills and fill rate percentage by school location for the 2022-2023 school year?

Answer 29:

This information is not readily available.

Question 30:

How many certified teachers at each school locations?

Answer 30:

High Schools average 100, Junior Highs average 70 and Elementary averages 50-60 certified teachers.

Question 31:

Do you anticipate increasing the pay rates for these positions moving forward? If so, can you please provide the new projected pay rates?

Answer 31:

All pricing requirements/adjustments can be found under "Pricing" on page 17 of the RFP.

ORIGINAL

Kelly Education

Clay County District Schools

RFP 23-BA-130

Temporary Substitute and Other Staffing
Services



RFP Opening: February 14, 2024, 2:00 P.M.



For more information on this proposal,
please contact:

Cheryl Courier
Vice President and South Practice Lead,
Kelly Education
Mobile: +1 407.766.8825
Email: cheryl.courier@kellyservices.com



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Cover Letter



On behalf of our entire Kelly® Education team, I would like to thank Clay County District Schools (“CCDS” or “District”) for the opportunity to present this proposal in response to **RFP #23-BA-130 for Temporary Substitute and Other Staffing Services**. As your staffing partner since 2014, we look forward to continuing our solid partnership by offering you an industry-leading workforce solution that remains unmatched. In this cover letter, we provide all the required information as listed in your RFP:

- **A brief statement of the contractor’s understanding of the services to be provided.**

As your current strategic partner and provider of highly qualified substitute and long-term talent, Kelly Education has a clear understanding of the services to be provided. Our experience supporting CCDS for the past 10 years and specific insight into your District’s needs, coupled with our vast success serving other large school districts in Florida and across the nation, makes us uniquely qualified to provide all the required services. You can be confident that with Kelly Education as your partner, we will be ready on day 1!

- **The name(s), title(s), phone number(s), fax number(s), e-mail address(es), and street address(es) of the person(s) in the organization who will be the client’s services manager who will be responsible for coordinating all services.**

Under the leadership of Tina Mosley, Angela Orvis will be the dedicated CCDS Account Manager. 151 College Dr., Suite 8, Orange Park, FL 32065 | 904.720.8327 | angela.orvis@kellyservices.com

- **Highlights of the contractor’s qualifications and ability to perform the requested services.**

Kelly Education knows exactly what CCDS needs from a partner because, quite simply, we have been successfully providing staffing services at your schools for the past 10 years. We also know what resources are required locally to fully support your district and are prepared to continue to offer you a personalized solution with a dedicated, local Kelly Education account team and the addition of on-site support if the District would like. We provide detailed information on our qualifications and ability to perform the requested services in our response to **Section 1: Firm / Staff Qualifications**.

- **Specify the level of capability, financial stability, material equipment, facilities, personnel, resources, experience knowledge and expertise, or demonstrate ability to obtain any of these, necessary to meet contractual requirements.**

Kelly Education has the full capabilities necessary to meet CCDS’s contractual requirements. We have been a financially stable company throughout our entire history, and we continue to maintain this competitive advantage in today’s uncertain economy. For more detailed information about Kelly’s financial condition, please visit the Investor Relations section of our website at kellyservices.com.

We have 27 years of proven experience providing staffing services to districts of all sizes and complexities. With our local and national networks, capacity, and expertise in finding, attracting, screening, and hiring high-quality talent, there should be no doubt that Kelly Education is well positioned to meet your ongoing workforce needs. We have a local office in close proximity to the CCDS District building where your dedicated Kelly Education account team works out of (*see details on this team on page 34*) and are prepared to offer on-site services, if desired by CCDS.



- **Indicate whether the contractor has a satisfactory record of performance on similar projects.**

Including CCDS themselves, we partner with over 9,000 elementary, middle, and high schools around the United States on similar projects as required by your District. Our clients range from rural districts to large city systems, and everything in between. We have a proven track record of designing custom solutions centered around each district's local needs and pain points. Our experience with Florida schools, in particular, is robust. We believe that our best-in-class customer service, innovation, and value are why we currently support nearly 50% of all full-time teachers working in the state of Florida at 40 education partners.

- **The contractor shall supply information that is fully responsive to the RFP, including, but not limited to, provision of any required license, permits, insurance, price sheets and organizational papers.**

In submitting this proposal, Kelly Education is fully responsive to this RFP. We have provided all required documentation as it pertains to required licenses, permits, insurance, price sheets and organizational papers.

- **Specify the level of work experience especially as it relates to proposed Scope of Services noted in RFP.**

Our proven experience with school districts of all sizes and challenges—enhanced by our experience within the state of Florida and most importantly our success partnering with CCDS since 2014—demonstrates that we have the unmatched expertise to provide the services required by your District as noted in the RFP's Scope of Services section. See additional details in our responses to **Section 3: Understanding of Scope of Services** and **Section 4: Approach / Scope Specifics**.

- **Indicate whether contractor has ever had a contract/agreement/business relationship terminated/cancelled/suspended. If so, what were the reasons, and what was the ultimate outcome?**

The Kelly Education national retention rate is 95%, attesting to the satisfaction of our partner districts. The contracts that have been discontinued over our 27 years of supporting school districts have been due to budget (lowest cost provider) or the school district's desire to fulfill their substitute staffing needs internally.

- **Indicate whether contractor has ever filed a Bid/RFP/RFQ protest. If so, what were the reasons, and what was the ultimate outcome?**

Yes, Kelly Education has filed one protest. The district's decision stood. Our reason for filing the protest was the experience and references provided by the awarded vendor.

- **Indicate whether contractor has ever filed an administrative or judicial action with any State agency or State court. If so, what were the grounds/reasons, and what was the ultimate outcome?**

No, we have not.

In closing, Kelly Education would be honored to continue our partnership with CCDS. **We know your schools, where you find value, and how to best support your ongoing needs for quality substitute and long-term staff.** If selected, we will work hard to continually evolve your program and bring innovation to CCDS that balances cost, quality, and access to talent. It is our hope that you will select us to continue providing you with the premier educational staffing services you expect and require.

Sincerely,



Cheryl Courier – Vice President and South Practice Lead, Kelly Education
407.766.8825 | cheryl.courier@kellyservices.com





Section 1: Firm/Staff Qualifications

a. Organization Description

Kelly Services, Inc.

As the inventor of the temporary workforce concept and the first to introduce it to the world in 1946, Kelly® is a global leader in providing workforce solutions to organizations around the world. **In 2024, we are commemorating 78 years of global industry leadership.**

Headquartered in Troy, Michigan, we offer market-leading staffing services as well as a comprehensive array of outsourcing and consulting services. We began with a fledgling idea of helping companies with their typing needs. Since that time, we've continued to identify what's next in the world of work by expanding into new talent areas that filled often unknown and undefined needs, becoming the **largest education staffing provider**, as ranked by Staffing Industry Analysts (SIA).

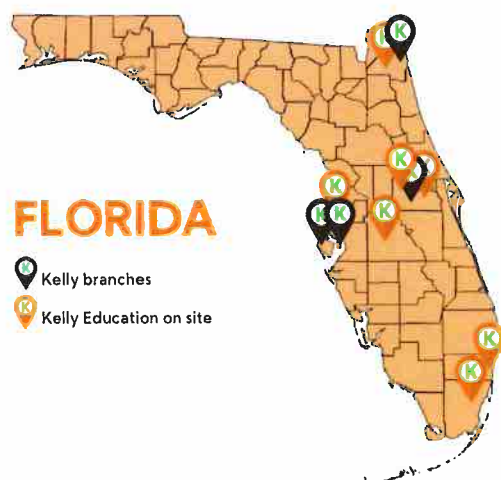


Kelly has nearly 7,500 corporate employees globally and we directly employ more than 300,000 temporary employees around the world, in addition to connecting thousands more with work through our global network of talent suppliers and partners.

Kelly's legal business structure is designated as a C Corporation. We are incorporated in the state of Delaware under our current name, Kelly® Services, Inc. A history of the company's name is provided below:

- 1946 – Russell Kelly Office Service
- 1952 – Personnel Service, Inc.
- 1955 – Russell Kelly Office Service of Delaware, Inc.
- 1957 – Kelly Girl Service, Inc.
- 1966 – Kelly Services, Inc.

Kelly Education



As a specialty business unit of the larger Kelly organization, Kelly® Education is one of the country's most trusted sources of education talent. In 1997 we delivered the first education staffing solution by partnering with Gulfport School District in Mississippi and they are still a partner today, almost 27 years later!

Kelly Education is focused exclusively on PreK-12 education, special needs, early childhood education, higher education, and tutoring solutions. We serve schools of all sizes throughout the country, offering customized solutions that address the needs of the individual district. We have pioneered many of the best practices adopted by the Prek-12 education staffing market, including our competitors.





Put plainly, Kelly Education is the "gold standard" that others attempt to emulate but rarely achieve the level of quality in personnel or performance we deliver.

In the United States, we have 154 offices, which includes 16 in the state of Florida alone. The Clay County District Schools's program will continue to be serviced through our office located at 151 College Dr., Suite 8, Orange Park, FL 32065.

Kelly® Education by the numbers.

We are servicing more than

9,000

schools and institutions across 41 states.

We have successfully implemented approx.

1,100

school/district programs since 1997.

We place qualified staff in

4M

classrooms during a single year, including 300,000 non-instructional positions.

We have handled more than

33,000

absences in a single day during the school year.

Our toll-free, centralized customer support team is available 15 hours daily, with

100+

trained engagement specialists to constantly monitor and manually fill absences.

Available by phone or email, our team handles more than

1.8M

requests for help each school year.

















An Equal Opportunity Employer © 2023 Kelly Services, Inc. All rights reserved MT2638



Organizational Chart

CCDS will continue have access to a tenured team at Kelly Education and our expert resources, all while enjoying the convenience of a one-stop relationship approach. Over the course of our partnership, our local team (shown below) has always worked closely with your district to build an effective substitute staffing program, focused on responsiveness and quality. Please see our organizational chart below:

Partnership Team for Clay County District Schools

 <p>Cheryl Courier VP & South Practice Lead</p>		
<p>Client Services</p>  <p>Chris Zuber Client Services, Sr. Director</p>  <p>Adam Lavender Client Services Lead</p>  <p>Angela Orvis CCDS Dedicated Account Manager</p>	<p>Talent Care</p>  <p>Amy Tiedale Talent Care, Sr. Director</p>  <p>Sarah Potty Talent Care Manager</p>  <p>Laura French Talent Advisor</p>  <p>Savannah Miller Talent Advisor</p>	<p>Recruiting and Onboarding</p>  <p>Amanda Spooner Fulfillment Center Manager</p>  <p>Jessica Carpenter Fulfillment Center Manager</p>  <p>Baylor Bunch Sr. Fulfillment Lead</p>  <p>Ashley Webb Sr. Fulfillment Lead</p>
		 <p>Tina Mosley Sr. Director, Recruiting & Onboarding</p>  <p>Rachel Garrett Recruiting Manager</p>  <p>Adrienne Torres Ortiz Sr. Recruiting Strategist</p>  <p>Stephanie Stone Onboarding Manager</p>



b. References & List of Districts



Clay County District Schools

900 Walnut Street, Green Cove Springs, FL 32043

Contact: Brenda Troutman, Assistant Superintendent for Human Resources

Phone: 904.336-6706

Email: Brenda.troutman@myoneclay.net

Dates of service: 2014 to Present

Contract status (expired, terminated, current): Current

Services provided: Daily and long-term Substitute Teachers, Teacher Assistants, Food Service, and Custodian Support Staff

Estimated # of substitutes provided within the last 12-month period: 43,218 assignments filled by 606 substitutes

Size of district: 44 schools

Any other relevant information: Before our partnership began, CCDS struggled to maintain its substitute pool above 350 active substitute teachers and was using a manual absence tracking process. Upon implementation of the Kelly Education solution, we quickly got to work on the District's immediate needs. We implemented our automated absence tracking and scheduling system (Frontline) and through our hands-on approach, eliminated the administrative burden of substitute workforce management from the District personnel.

Since July 2018, we have filled 207,430 absences for CCDS with a 90% average teacher fill rate. Since the summer of 2020, 88,151 absences have been filled with substitutes holding a BA/BS degree or higher which equals over 65% of all filled absences in CCDS from 8/1/2020 to 12/31/2023. In addition, as a testament to the high caliber of employees we assign to CCDS, the District has hired on 72 of our substitutes in 2023, at no additional cost.

We have created District-specific programs in alignment with the Superintendent's initiatives and our local account team serves as a regular presence at CCDS, working directly with the District HR team. We have always provided excellent customer service and immediate availability to the District and we are excited to take our partnership forward as we bring new innovations and ideas to evolve this program.



Our partnership in action: Kelly Education delivers donuts to CCDS HR Team



**Orange County
Public Schools**

Orange County Public Schools

445 West Amelia Street, Orlando, 32801

Contact: Bonnie Toffoli, Director, Talent Acquisition and HR Programs

Phone: 407.317.3200 Ext. 2002150

Email: OCPS will only provide references via phone

Dates of service: 2006 to Present

Contract status (expired, terminated, current): Current

Services provided: Daily and long-term Substitute Teachers and Teacher Assistants

Estimated # of substitutes provided within the last 12-month period: 269,000 assignments filled by 4,069 substitutes

Size of district: 212 schools

Any other relevant information: We are pleased to be entering our 17th year of service to OCPS, the 7th largest school district in the United States. Through our long partnership, renewed in 2023 in a competitive RFP, we have filled more than 3 million absences with an overall 92.6% fill rate. That fill rate statistic includes the COVID years when most districts experienced unprecedented hiring challenges.



Kelly Education celebrates the 2023 renewal of our OCPS partnership.

Kelly Education significantly expanded and then maintained the substitute pool at OCPS from the start of our partnership, raising their fill rates from the 70th percentile to our current rates in the high 90th percentile. Our current pool size is 4,069 substitute educators, and together we fill an average of 170k absence each year.



Oconee County School District

414 S Pine St Walhalla SC 29691

Contact: Al D. LeRoy, Director, Human Resources

Phone: 864.718.5728

Email: aleroy@sdoc.org

Dates of service: 2023 to Present

Contract status (expired, terminated, current): Current

Services provided: Teachers, Teacher Assistants, Custodians, and Clerical

Estimated # of substitutes provided within the last 12-month period: 12,791 assignments filled by 237 substitutes (new partnership)

Size of district: 19 schools

Any other relevant information: Our partnership with Oconee County School District was Board approved in June 2023 and we went live August 2023. We transitioned 139 substitutes in one month to be ready for the go live date for the first day of school. Kelly Education currently has 237 active substitutes who work from



1-5 days a week at various locations. We deploy innovative recruiting and engagement solutions to support the District's ever-changing needs, resulting in increased year over year fill rates. Besides substitute staff, we also fill long-term placements for teachers, teacher assistants and custodians at various locations. In partnership with Oconee, we encourage certified retired teachers to apply with Kelly Education. In addition to our comprehensive training and orientation plans, we also support the professional development of our active employees by encouraging them to take advantage of the various voluntary webinars we offer such as "Back-to-School", "New Substitute", "Communication Essentials", "Recognizing & Adapting to Student Behaviors", "Communication Essentials", "Positive Behavior", and "Student Disabilities", "Positive Behavior" and "Students with Autism".



Charleston County School District

75 Calhoun St. Charleston SC 29401

Contact: Scot Fitzpatrick, Human Resources Supervisor

Phone: 843.937.6469

Email: scott_fitzpatrick@charleston.k12.sc.us

Dates of service: 2013 to Present

Contract status (expired, terminated, current): Current

Services provided: Teachers, Teacher Assistants, Food Service, ECE, and SPED

Estimated # of substitutes provided within the last 12-month period: 75,543 assignments filled by 1,534 substitutes

Size of district: 88 schools and specialized programs

Any other relevant information: CCSD is the 2nd largest school district in South Carolina. Kelly Education has worked with the District since 2013, providing substitute teachers and teacher assistants. In 2017, we expanded our services to the District with 178 full-time Nutrition Service Workers. We have a dedicated onsite Account Manager who sits in the District's HR Department, and we have a local Kelly Education office for recruiting and orientation. We also launched the TERI payroll service allowing retired executive employees to continue working in the school.

We have enjoyed a partnership with CCSD that thrives on creative problem-solving and collaboration—before, during, and after the pandemic. In 2021, looking for a way to take their fill rate and recruitment to the next level, we performed a full analysis of the local job market. That information helped them target a new pay rate that drove increased interest among job seekers. During COVID we partnered with the CCSD to come up with creative ways of filling classrooms to avoid district staff having to serve as substitutes during the more trying times. We were able to do this while maintaining an 84% fill rate even during the height of the crisis. For the 2022-2023 school year, our fill rate is 91.91%.



Our team setting up a January '24 substitute appreciation station at Charleston's Northwoods Middle School.





Miami-Dade County Public Schools

1450 Northeast 2nd Ave. Miami FL. 33132

Contact: Dr. Thomas Fisher, Administrative Director

Phone: 305.995.2566

Email: tfisher@dadeschools.net

Dates of service: 2023 to Present

Contract status (expired, terminated, current): Current

Services provided: Substitute Teachers, Teacher Assistants, and HeadStart Substitutes

Estimated # of substitutes provided within the last 12-month period: 72,340 assignments filled by 4,200 substitutes (new partnership)

Size of district: 425 schools

Any other relevant information: Our program for Miami-Dade went live in October 2023. Prior to Kelly Education taking over, the District averaged around a 30% fill rate. In our first month, we had a pool of approximately 2,300 substitutes and increased the fill rate to 80%. Month over month we have continued to grow the pool, using a wide array of grassroots recruiting strategies. We have yard signs, banners, and fliers strategically placed at all school locations to encourage potential candidates to come work for Kelly Education and the District. In January we started partnering with the Mayor's Education Advisory Council to host recruiting events in different regions within Miami-Dade. Our pool has grown to over 4,000 substitutes and we are averaging a 94% fill rate in January of this year.



The School District of Osceola County

817 Bill Beck Blvd Kissimmee, FL 34744

Contact: Hope Pope, Supervisor of Personnel Relations and Recruitment

Phone: 407.870.4800

Email: Hope.Pope@osceolaschools.net

Dates of service: 2022 to Present

Contract status (expired, terminated, current): Current

Services provided: Substitute Teachers, Substitute Teacher Assistants, and VPK Substitutes

Estimated # of substitutes provided within the last 12-month period: 56,620 assignments filled by 1,310 substitutes

Size of district: 60 schools

Any other relevant information: Prior to our partnership, the District averaged a 49% fill rate for the school year 2021-2022. When our partnership began in the 2022-2023 school year, Kelly Education was able to increase that to an 81% fill rate while also seeing an increased volume in absences from 21,000 (21/22) to 41,500 (22/23). For the current school year to date (23/24), Kelly Education is achieving a 91% fill rate. Our substitute teacher pool grew from 640 in year one of our partnership to over 1,100 currently. We also increased our teacher assistant fill rate and implemented a long-term pay and retired teacher pay for this school year.





List of School District Partners

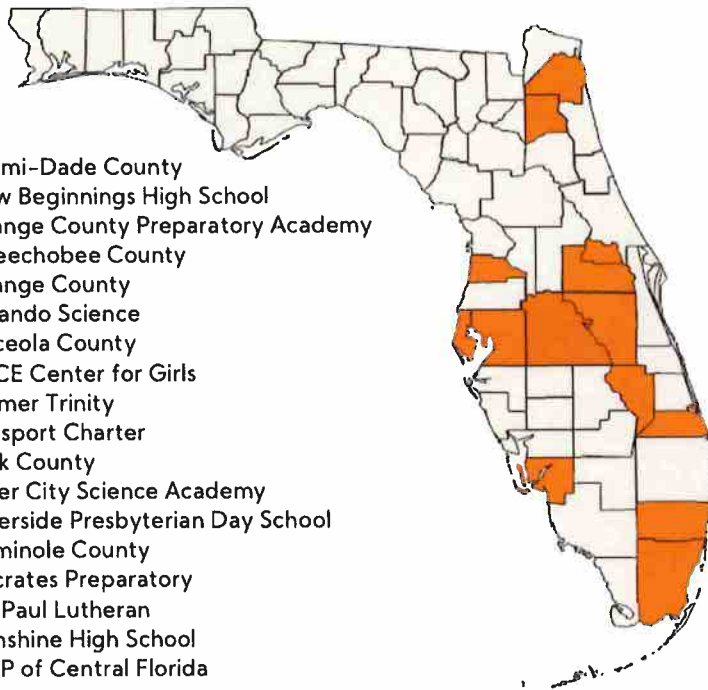
We are very proud of the strong relationships we have with our district partners. To honor confidentiality agreements with our clients, we do not publish client names unless they have specifically agreed to act as a reference. While we do not publish client lists, we would be happy to discuss our experience in detail with CCDS as needed.

Additionally, please see the below map highlighting some of our partnerships in neighboring Florida districts.

Kelly Education FLORIDA

40 districts including:

- AMI Kids
- The Bolles School
- Broward County
- Clay County
- Central Florida Leadership
- Discovery Academy
- Excel Christian Academy
- Hartridge Academy
- Hernando Charter
- Hernando County
- Hillsborough County
- Jacksonville Country Day
- KIPP Jacksonville
- Lake Eola Charter
- Lakeland Montessori
- Lee County
- Legends Academy
- Martin County
- Miami-Dade County
- New Beginnings High School
- Orange County Preparatory Academy
- Okeechobee County
- Orange County
- Orlando Science
- Osceola County
- PACE Center for Girls
- Palmer Trinity
- Passport Charter
- Polk County
- River City Science Academy
- Riverside Presbyterian Day School
- Seminole County
- Socrates Preparatory
- St. Paul Lutheran
- Sunshine High School
- UCP of Central Florida



To further highlight our unmatched experience in providing services to districts of similar size and scope as CCDS, we have included reference letters and case studies on the next pages.





Reference Letter from Polk County Public Schools



**POLK COUNTY
PUBLIC SCHOOLS**

BOARD MEMBERS

Sara Beth Wyatt
Board Chairman
District 4

Lisa Miller
Board Vice Chairman
District 7

William Allen
District 1

Lori Cunningham
District 2

Sarah Fortney
District 3

Kay Fields
District 5

Lynn Wilson
District 6

C. Wesley Bridges, II
General Counsel

ADMINISTRATION

Frederick R. Heid
Superintendent

January 9, 2023

Greetings,

I am submitting this letter of support on behalf of Kelly Education. Kelly Education has served as the third-party vendor for substitute services for the Polk County Public School District for over eight years.

In addition to effectively managing our substitute needs (throughout our 159+ locations), Kelly Education has also assisted the district with addressing vacancy needs within several targeted locations as well as during specific times during the school year such as FTE. Their partnership has been proven to be instrumental in helping to ensure students are continually served by qualified substitutes and/or fully qualified teachers. So far this school year, Kelly Education has been able to fill nearly 46,000 teacher assignments with a fill rate of 85%.

Kelly Education continues to deliver superior customer service to Polk County Public Schools. I have had the pleasure of interacting with Kelly Education in various capacities - as a teacher, school-based administrator, and district-level staff member. At every point, I have found Kelly Education to be thorough and efficient, knowledgeable, responsive, and adequately prepared to address the unique needs throughout the Polk County School District.

Please feel free to contact me directly should you have any additional questions regarding my customer-related experiences with Kelly Education.

Kindest Regards,

Cheryl Hill

Cheryl Hill, Director of Recruitment & Certification Compliance
Polk County Public Schools
863-534-0781 x545

STUDENTS FIRST



1915 S. Floral Ave.
Bartow, FL 33830



P.O. Box 391
Bartow, FL 33831



863-534-0500



polkschoolsff.com



Reference Letter from the School Board of Martin County, Florida

DEPARTMENT OF HUMAN RESOURCES

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

1939 SE Federal Highway • Stuart, Florida 34994 • Telephone (772) 219-1200 Ext: 30100 • Facsimile: (772) 219-1230



JULIE SESSA, ARM, SHRM-SCP, Assistant Superintendent of Human Resources

SHANNON ARMSTRONG, Director of Human Resources

DON CALDERONE, MBA, ARM, Director of Risk Management & Employee Benefits

JEFFREY RAIMANN, Director of Recruitment and Retention

January 5, 2024

To whom it may concern,

It is my absolute pleasure to recommend Kelly Education Services for all of your substitute teacher needs. Tina Mosley, Kathie Martin, and their team displayed professionalism, patience, and always fostered positive discussions during our school district's transition to Kelly Education Services. Their constant communication with our district office staff, substitute teachers, and school sites were greatly appreciated and they went above and beyond our expectations.

Our school sites have experienced an increase in their fill rates since Kelly Education took over and are very pleased to continue educating our students when their teachers are absent.

Without a doubt, I confidently recommend Kelly Education Services to you, and trust your experience with them will be as positive as mine. I know that Kelly Education Services will be a beneficial addition to your school district.

If I can answer any additional questions about my experience as a customer, please feel free to contact me at 772-219-1200 or email at sessaj@martinschools.org.

Best wishes,

Julie Sessa
Assistant Superintendent of Human Resources

Michael Maine, Superintendent

School Board Members • Michael DiTerlizzi • Marsha Powers • Amy Pritchett • Christia Li Roberts • Jennifer Russell

"Educate all Students for Success"



Reference Letter from Hillsborough County Public Schools

School Board

Nadia T. Combs, Chair
Henry "Shake" Washington, Vice Chair
Lynn L. Gray
Stacy A. Hahn, Ph.D.
Karen Perez
Patricia "Patt" Rendon
Jessica Vaughn



Hillsborough County
PUBLIC SCHOOLS
Preparing Students for Life

Superintendent of Schools
Addison G. Davis

January 23, 2023

To Whom It May Concern,

I am pleased to provide this letter to recommend Kelly Education who has been our substitute partner for Hillsborough County Public Schools (HCPS) since 2014. Kelly Education not only fill our vacant classrooms with substitute teachers and paraprofessionals, they also go above-and-beyond to provide us with top-notch service. They have been attentive to our staffing needs and have worked diligently to fill vacancies. They have offered incentives and increased recruitment efforts to meet the needs of our most difficult schools. Because of their excellent hiring practices, we have benefited by hiring many of their recruits as regular school district employees!

Throughout our partnership, Kelly Education has worked directly with us to create many programs over the years for example our Building Substitute Program which has allowed us to maintain consistency for each school and substitute educator while increasing our fill rates. They also created an HCPS mentor program, which provides on the job mentoring and reviewing performance for active substitute educators. This program is at no additional charge to Hillsborough but has been very beneficial.

Please feel free to contact me directly if you have additional questions regarding my customer related experiences with Kelly Educational Staffing.

Respectfully,

Craig S. Horstman
General Manager of Personnel Services
Division of Human Resources
Hillsborough County Public

Connect with Us • HillsboroughSchools.org • P.O. Box 3408 • Tampa, FL 33601-3408 • (813) 840-7343
Sam Horton Instructional Services Center • 2920 N. 40th Street • Tampa, FL 33605-3512



Reference Letter from the School District of Hernando County, Florida

The School District of Hernando County, Florida
Human Resources Department
919 N. Broad Street
Brooksville, FL 34601
Phone: (352) 797-7005
Fax: (352) 797-7105



Learn It. Love It. Live It.

Superintendent: John Stratton
Board Chairperson: Gus Guadagnino
Vice Chairperson: Susan Duval
Board Members:
Mark Johnson
Linda Prescott
Shannon Rodriguez

April 19, 2023

To Whom it May Concern,

Please accept this letter of support for Kelly Services. I am the Director of Human Resources for Hernando County School District and have worked with Kelly Services for the past 4 years in my current role. Before coming to Human Resources I was a teacher, Assistant Principal and Principal in the district for 26 years. Kelly Services has been providing services in Hernando County for the past 9 years. During that time they have consistently provided substitute teachers with a fill rate of approximately 97% before the pandemic. Of course, we all had to recover from 2 years of Covid and Kelly Services currently is back up to approximately an 83% fill rate average for this school year.

Our representative from Kelly is on site most days and does a great job coordinating with our schools to help prevent issues and solve issues when they arise. He attends recruiting events and they currently have the greatest number of substitutes available in their history in our county. The extended team from Kelly is also very responsive and return emails and phone calls within minutes. Our representative is on several local boards that support schools and our community at large and offers his time and assistance in any way possible. They even assist with meetings to support schools and other groups and will donate lunches/meals to support our employees when asked.

Kelly, in my opinion, has been a valuable partner for the last 9 years and I look forward to our continued work in the future.

Ray Pinder
Director of Human Resources
Hernando County Schools

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.



Reference Letter from Charleston County School District



June 29, 2022

To Whom It May Concern:

Prior to the 2013-2014 school year, the Charleston County School District (CCSD) structured its substitute teacher program so that one technician managed it. At the time, the district served around 45,000 students and employed nearly 4,900 teachers and teacher assistants – all employees who may need substitute coverage. Because of the volume of the program, the technician dedicated most efforts to onboarding new substitutes and recording reported incidents. Time did not permit for counseling those with reported performance issues or for creating comprehensive recruitment campaigns of substitutes that could mitigate shortages. This status quo approach to managing the program led to frustrations at both the central office and school levels. We knew that we had to rethink our approach.

Division of Human Resources

Donald R. Kennedy, Sr.
Interim Superintendent of Schools

William Briggman
Chief Human Resources Officer

After thorough vetting of substitute contractors, CCSD chose to partner with Kelly Education so that they could manage the massive operation which would support coverage for teachers, teacher assistants, and Head Start employees. After testing the program in a small number of select schools who consistently had difficulty filling absences, Kelly rolled out to all schools in August 2013. As we made this transition, Kelly was incredibly helpful in that they handled the transfer of our active substitute list; coordinated in-person informational sessions for substitutes across the district; provided initial training and support to all of our schools; and provided a direct support contact to our schools and district coordinator.

Once our program was in place, Kelly staff members enacted a number of measures so that district needs would be met. Each summer, they provide 1:1 training for any school that requests it and for any new substitute coordinator or principal. They assigned permanent substitutes to buildings who routinely struggled with their fill rate, and they offer bonuses or hold contests on certain days that are identified as hard-to-fill. Additionally, Kelly is constantly reviewing data to guide decisions, and they are quick to accommodate our requests when we need additional information.

Since 2013, we have seen many changes, most notably during the pandemic, and, through this, our partnership with Kelly has flourished. During the shutdown, we began meeting with members of the Kelly team which represented different levels of leadership within the organization, and we continue these regular check-ins today. These meetings have been critical to our organization as they have allowed us to address our greatest challenges head-on, brainstorm new ideas in a pandemic setting, and ensure that our needs

75 Calhoun St. • Charleston, SC 29401 • tel. (843) 937.6380 • fax. (843) 937.6365 • www.ccsdschools.com





Case Study – Aiken County Public School District

District finds success with new substitute teacher program partner.

Kelly Education



The Aiken County Public School District (ACPSD) is a public school system located in South Carolina just northeast of Augusta, Georgia. The district serves 23,000 students and employs 3,300 people including 1600 teachers across more than 40 schools. Like many districts nationwide, ACPDS was grappling with low substitute teacher fill rates.

Initially, ACPSD contracted with a large educational staffing vendor to address this issue. However, within a few years, the district grew dissatisfied with the vendor's performance and its inability to fill classrooms, often at 60%. A lack of trust had developed between the principals and the vendor, prompting the district to seek new proposals for the contract in 2021, including substitute educators, paraprofessionals, clerical, and custodial workers.

Jennifer Hart, the district's Chief Officer of Human Resources and Administration, emphasized the need for a proactive partner who could identify gaps and recommend solutions without being prompted. "We wanted a partner who could see that we needed help before we had to ask for it," she explained.

A data-driven partner.

This marked the beginning of an innovative partnership with Kelly Education. The Kelly Education® team, consisting of a client manager, recruiter, and onboarder, established a solid presence on-site and successfully expanded the substitute pool from a mere 100 to over 650—consistently filling more than 160 absences per day.

Kelly Education didn't stop there. It initiated an internal absence audit and comprehensive market analysis of comparable pay within that region. The district, known for its fiscal conservatism, was impressed by this data-driven approach, which led to program improvements.

Hart was able to present the tangible data to her Superintendent and Chief Financial Officer. This led to honest discussions about developing strategies to reduce high teacher absences and increasing substitute pay.

As a result, substitute teacher fill rates have increased by a substantial 25 percentage points since Kelly Education took over the program in August 2021, as compared to the most recent September 2023 fill rate data. Hart lauded Kelly Education as a true partner rather than just a service provider.

"It's a true partnership, not just a responsive client relationship. They don't make excuses. There is a consistent desire to find ways to improve fill rates and troubleshoot together," said Hart.

Quality substitute teachers.

Kelly Education's robust screening process, which includes checking certifications and backgrounds, along with comprehensive onboarding training, has improved the quality of the substitute teacher pool. Hart noted the substantial reduction in reported incidents and attributed this positive change to the new onboarding process and training.

"I get reports whenever an incident is reported and the number of incidents is far reduced from what they used to be," says Hart. "I do believe that the onboarding process and the training provided have made a positive impact on our substitutes' performance. The move from regular complaints to no complaints has been fantastic."

Change management can be challenging, especially for school districts. Initially, principals were apprehensive about contacting a fulfillment center instead of an individual to fill absences. However, having a consistent, trusted client manager eased the transition, and now the Kelly Education client manager frequently visits schools to address their specific needs.

Challenge:

Staffing vendor underdelivered on fill rates and failed to communicate as challenges arose.

Solution:

District issued an RFP to find a stronger data-driven partner and selected Kelly Education.

Result:

Our unmatched service, backed by data analysis, increased fill rates, and significantly reduced incidents.





Case Study – The School District of Osceola County

Keeping Florida schools staffed with substitute teachers—partnership improves fill rates by 30%.

Kelly Education



The School District of Osceola County (SDOC) educates more than 69,000 students in 60 schools—26 elementary, nine middle, ten high schools, five multi-level, and three virtual schools in the heart of Central Florida.

With more than 4,000 full-time faculty teachers, the district had always hired its own substitute teachers to cover absences for illnesses, professional development, and long-term leave. However, the need was great, with around 170 vacancies to be filled each week. Despite using absence management software, this was an insurmountable task for the small department that was also recruiting, hiring, and handling last-minute scheduling. Average fill-rates using the 700-person substitute pool stood at just 49% during the 2021-2022 school year.

Teachers and administrators were regularly pulled in to cover daily absences, contributing to burnout and attrition. Administrators started to look for another solution but were nervous about outsourcing. After seeing positive results at two neighboring Florida districts, Superintendent Dr. Debra Pace suggested bringing in Kelly Education. She noted that schools often outsource nutrition services and purchase third party curriculum, enabling them to benefit from the expertise of experienced professionals in these fields. Given the national teacher vacancy crisis and its impact on Florida, it was time to look at staffing experts.

A paradigm shift.

“The transition to Kelly Education was a paradigm shift,” says Tammy Cope-Otterson, OCSD chief human resources officer. “Their team went to work immediately over a summer, with most of the heavy lifting happening in just four weeks. The difference was incredible. Within one semester we saw fill-rates in the upper 70th percentile and even had a few days in the 90th percentile.”

The numbers kept improving. A stickler for data-driven decision making, Cope-Otterson watches fill-rates—the “holy grail” statistic of performance—daily. In May 2023, she pulled a single day metric and compared it to the same period in 2022 when the district was staffing substitute positions. The Kelly Education team filled 115% more assignments with a 95.5% fill rate compared to the prior year fill rate of 52.67%. All this as the district’s teacher absentee count rose significantly from 21,000 to 41,500 in a single year.

The district is also impressed with the quality of the Kelly Education substitute teachers. Before starting, each substitute must pass a substitute teacher-specific training curriculum. Roughly 60% also hold a post-secondary degree.

A dedicated team for recruiting and hiring.

While district administrators credit Kelly Education for its dedicated expertise in recruiting a large, local talent pool of qualified substitute teachers, they also commend the team for understanding the dynamics of a school community. The company quickly transitioned a majority (398) of the district’s existing substitute staff—providing consistency to faculty and students. The transitioned employees were offered benefits and perks that the district could not provide.

“Kelly Education has top-notch interviewers and on-boarders who move a large number of candidates methodically through the process,” said Cope-Otterson. At one point, Kelly Education had 700 candidates in process—including background screening, credentialing, and training. “They only selected the best after vetting 2,100 candidates,” she said. The substitute teacher pool grew from 640 to 1300.

“We have a dedicated onsite account manager who makes sure that we’re able to fill classrooms at the last minute,” said Cope-Otterson. The manager oversees the entire Kelly Education team which includes recruiters, an on-boarder, and a talent care advisor who answers the substitute teachers’ questions and recommends professional development when wanted or needed. “This is one of those unquantifiable benefits that reduces stress for us each day,” she remarked.

Expansion beyond substitute teachers.

The partnership between the Osceola School District and Kelly Education has led to a new contract for the next school year. The district also now uses the staffing provider to fill not only substitute educators, but also paraeducators, custodians, and short- and long-term support for their Exceptional Student Education (ESE) needs.

Challenge:

District had an inadequate substitute teacher pool to cover daily absences.

Solution:

District hired a dedicated partnership team to recruit, onboard, transition, train, and schedule substitute educators.

Result:

Average fill rates increased by 30% in one year. District expanded the program to include more roles.



c. Business License

Where required, Kelly Services, Inc. is licensed, permitted, and certified to do business in all jurisdictions (city, county, and/or state) in which we operate, which includes the state of Florida. We are registered with Sunbiz.org under Kelly Services, Inc. We have provided our Certificates of Good Standing in the state of Florida and evidence of Sunbiz.org registration.

Please note that as per the Clay County Zoning and Planning Division office, Clay County does NOT require a business license at this time. We have provided written confirmation of this in the document below obtained from the Department of Economic Development Services:



Department of Economic
and Development Services

Address: PO Box 1366
Green Cove Springs, FL
32043

Phone: 904-541-3814

Fax: 904-278-3639

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Dr. Kristen Burke
District 5

www.claycountygov.com



July 3, 2023

(Date)

To Whom it May Concern:

Be advised that this letter verifies that Clay County does not require a business license in order to operate a business within non-residential properties. Be also advised that each business will have to conform to the zoning district which they are in and if a business or use changes; a change in occupant form must be completed and approved by the Clay County Division of Planning & Zoning.

If you should have any question on zoning districts, uses, business types, consistency, etc. Please contact the Planning & Zoning division at 904-274-4705 or email at clay.zoning@claycountygov.com.

Sincerely,

Mike Brown
Zoning Chief

State of Florida

Department of State

I certify from the records of this office that KELLY SERVICES, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 6, 1955.

The document number of this corporation is 810664.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 4, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of April, 2022*



Randy R. Lee
Secretary of State

Tracking Number: 9658664378CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that KELLY SERVICES, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 6, 1955.

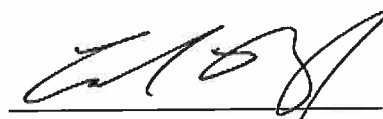
The document number of this corporation is 810664.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 6, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of December,
2023*




Secretary of State

Tracking Number: 5624436391CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Proof of Sunbiz Registration (page 1 of 4)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
KELLY SERVICES, INC.

Filing Information

Document Number	810664
FEI/EIN Number	38-1510762
Date Filed	12/06/1955
State	DE
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/15/1987
Event Effective Date	NONE

Principal Address

999 West Big Beaver Road
Troy, MI 48084-4782

Changed: 04/24/2021

Mailing Address

999 West Big Beaver Road
Troy, MI 48084-4782

Changed: 04/24/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/19/1992

Address Changed: 05/19/1992

Officer/Director Detail

Name & Address

Title Director

/search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=KELLYSE...





Proof of Sunbiz Registration (page 2 of 4)

, 7:22 PM

Detail by Entity Name

Dutton, Jane E
999 West Big Beaver Road
Troy, MI 48084-4782

Title President and Chief Executive Officer

Quigley, Peter
999 West Big Beaver Road
Troy, MI 48084-4782

Title Director

Quigley, Peter
999 West Big Beaver Road
Troy, MI 48084-4782

Title Director

Adolph, Gerald S.
999 West Big Beaver Road
Troy, MI 48084-4782

Title CFO

Thirot, Olivier
999 West Big Beaver Road
Troy, MI 48084-4782

Title Director

Corona, George S.
999 West Big Beaver Road
Troy, MI 48084-4782

Title Director

Adderley, Carol M.
999 West Big Beaver Road
Troy, MI 48084-4782

Title Director

Larkin, Terrence B.
999 West Big Beaver Road
Troy, MI 48084-4782

Title Director

Cubbin, Robert S.
999 West Big Beaver Road
Troy, MI 48084-4782

[/search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=KELLYSE...](https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=KELLYSE...)



Proof of Sunbiz Registration (page 3 of 4)

7:22 PM

Detail by Entity Name

Title Secretary

Polehna, James
999 West Big Beaver Road
Troy, MI 48084-4782

Title Director

Murphy, Leslie A.
999 West Big Beaver Road
Troy, MI 48084-4782

Title Chairman

Parfet, Donald R
999 West Big Beaver Road
Troy, MI 48084-4782

Annual Reports

Report Year	Filed Date
2021	04/24/2021
2022	04/04/2022
2023	03/06/2023

Document Images

03/06/2023 -- ANNUAL REPORT	View image in PDF format
04/04/2022 -- ANNUAL REPORT	View image in PDF format
04/24/2021 -- ANNUAL REPORT	View image in PDF format
05/30/2020 -- ANNUAL REPORT	View image in PDF format
03/18/2019 -- ANNUAL REPORT	View image in PDF format
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03/30/2016 -- ANNUAL REPORT	View image in PDF format
04/15/2015 -- ANNUAL REPORT	View image in PDF format
04/07/2014 -- ANNUAL REPORT	View image in PDF format
04/15/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
03/23/2011 -- ANNUAL REPORT	View image in PDF format
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04/12/2007 -- ANNUAL REPORT	View image in PDF format
04/14/2006 -- ANNUAL REPORT	View image in PDF format
04/13/2005 -- ANNUAL REPORT	View image in PDF format
04/12/2004 -- ANNUAL REPORT	View image in PDF format
04/14/2003 -- ANNUAL REPORT	View image in PDF format
04/22/2002 -- ANNUAL REPORT	View image in PDF format

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Proof of Sunbiz Registration (page 4 of 4)

1/24, 7:22 PM

Detail by Entity Name

04/11/2001 -- ANNUAL REPORT	View image in PDF format
04/20/2000 -- ANNUAL REPORT	View image in PDF format
04/16/1999 -- ANNUAL REPORT	View image in PDF format
04/16/1998 -- ANNUAL REPORT	View image in PDF format
04/14/1997 -- ANNUAL REPORT	View image in PDF format
04/02/1996 -- ANNUAL REPORT	View image in PDF format
03/31/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations





d. Previous Experience with District

Kelly Education’s long-standing partnership with CCDS and our understanding of your specific needs are why we believe it is mission critical for your District to partner with an experienced workforce solutions provider that will be **ready on day 1** of the next contract period. **Kelly Education will be that partner!**

The Beginnings of our Strategic Partnership with CCDS

We cannot talk about the current and future state of our partnership without first touching on how our relationship with CCDS began.

In 2014, CCDS partnered with Kelly Education for a cost-effective substitute management program that quickly returned a host of valuable benefits. At that time, CCDS was facing challenges with attracting and retaining a reliable pool of substitute teachers, especially in its rural and remote schools. An inefficient substitute placement process added further complications. Overwhelmed by the day-to-day burden of managing a decentralized process, most schools were without the resources to recruit for and maintain a qualified pool of substitute teachers, leaving principals and administrators increasingly concerned about administrative staff burnout. The District also had growing concerns about wage and hour compliance for the support personnel who often managed the substitute process during off hours.

CCDS turned to Kelly Education to investigate if our end-to-end program might help to resolve their challenges. Leaders from CCDS met with Kelly Education experts to establish a program that would provide reliable coverage for its staff of nearly 3,000 teachers and teacher assistants.

Once implemented, the Kelly Education solution eliminated the administrative burden of substitute workforce management from the District personnel. The Executive Director of Schools at that time, commented that it was among the smoothest implementations he’d ever seen.

Here are some of the key accomplishments Kelly Education achieved immediately:

- **A LOCAL Fulfilment Team** put in place, working diligently Mon–Fri from 5:30 am to 7:00 pm to personally reach out to available substitutes and ensure we were doing all we can to keep District classrooms filled when full-time staff were absent.
- **Kelly Education quickly transitioned the District’s existing pool** of substitute teachers to their payroll, ensuring that the most experienced personnel were retained to work in Clay County Schools.



Kelly Education has done a phenomenal job making sure that classrooms in Clay County Schools remain filled. After witnessing two school systems that have successfully deployed Kelly Education for their substitute staffing needs – along with the subsequent savings in hard and soft cost, time, and critical resources that our schools have realized – the question I typically ask any district on the fence is – “Who couldn’t afford to implement this program?”

Dr. Michael Henry
Former HR Director of Instructional Personnel, Clay County School District



- We began an **ongoing, year-round effort to recruit locally** and build a large enough pool of candidates to cover the District's average absenteeism. Kelly Education proactively persuaded new candidates to travel to work at more remote schools and used a comprehensive process to on-board new substitute teachers and train them to work specifically in Clay County Schools.
- We **implemented the automated scheduling system, Frontline**, and provided 24/7/365 web and phone access for requesting, scheduling, and online timekeeping.
- Kelly Education also **helped Clay County Schools save money**. As the employer-of-record, we assumed responsibilities and costs for general liability, wages, payroll deductions, state and federal taxes, unemployment, and workers' compensation benefits.

Current State: A Collaborative Partnership with CCDS



CCDS Support

Brenda Troutman, Director,
Instructional Personnel

"Throughout the years of our partnership, KE has provided excellent customer service and is always available 24/7. They have a local dedicated team who is committed to providing exceptional service to our schools and our partnership . . . Clay County is very pleased with the customer service and would rank it amongst the best of any business partner the District has contracted."

During the course of our partnership, Kelly Education and CCDS have always worked collaboratively and strategically to keep student achievement moving forward at the District. We have built a personalized and effective program from the ground up and we continue to innovate and remain laser-focused on ensuring the success of your schools and students.

In most recent years, the District and Kelly Education, together, faced the pandemic and the subsequent educational hiring crisis. Budget concerns and a general decline in the number of educators entering the profession have impacted Clay County heavily, as they have districts around the state.

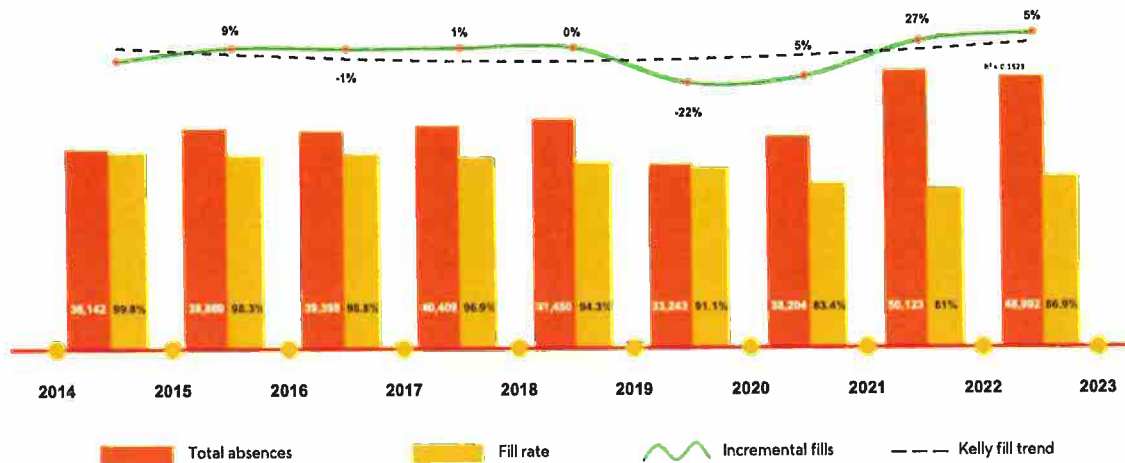
These matters have been and continue to be on top of mind for the dedicated Kelly Education account team working with CCDS every day. We are as committed as you are to the District's mission— ***"to work collaboratively with all stakeholders to provide a public education experience that is motivating, challenging and rewarding for all children."***

As seen in the graph on the next page, despite the unprecedented times we have experienced as partners, through innovation, collaboration, and just pure hard work, **Kelly Education achieved a 92% overall fill rate average for CCDS over the last 9 years!**



92% overall fill rate average over the last 9 years.

Despite dramatic increases in demand and the impact of Covid-19, Kelly Education has maintained a strong fill rate for CCDS, filling incremental absences YoY at an average rate of 3%.



Our people-first approach.

Kelly Education understands the value our employees bring to our district schools and treating them with the dignity and respect they deserve is a priority for our team. We provide our employees with a level of personal attention they don't get from an algorithm or other staffing companies.

We have numerous strategic initiatives and incentives designed to drive innovation and create a positive and rewarding experience for our candidates, as well as fostering the long-term success in our CCDS staffing services program. Our commitment to creating a supportive environment for our candidates is reflected in the following offerings:

- Fingerprinting Convenience:** Candidates can complete fingerprinting locally, not limited to our Orange Park office. Approved locations closer to their homes are available, catering to remote areas like Keystone Heights. Various programs are in place to assist candidates who may face financial constraints in obtaining fingerprinting. Programs include:
 - Fingerprinting Elevation Program:** Kelly Education covers the initial fingerprinting cost to facilitate hiring.
 - Fingerprinting Reimbursement:** After working 25 absences within the first 5 months, Talent receives reimbursement.
 - Free Fingerprinting:** The first 50 Talent members who complete fingerprinting within a specified timeframe via a coupon code, provided all onboarding requirements are met.



Promotional material showcasing our free fingerprinting program.

- **Long-Term Absences Incentive:** Talent working selected long-term assignments for a month with only one absence qualify for a \$150 Kudos cash incentive.
- **Handshake to Hire:** Talent completing all required onboarding steps within 5 business days qualify for a \$75 Kudos cash incentive. An additional requirement is working 5 absences within the first 30 days of hire for the payout.
- **Building Substitute Program:** This program was instituted to ensure District schools were covered and lessened the impact of unfilled absences while creating community and increasing continuity in your schools. Utilizing absence data, our team identified the gap between the district's daily substitute teacher requests (need) and the ability to fill absences. Our team currently recruits and manages this program utilizing data from the absence management system, and **we are currently working on expanding the program for the 2023/24 school year.**

- **Kelly Education's A+ Recognition Program:** In addition to our formal quality process, we also offer a simple way to tell us about a substitute educator who has gone above and beyond for your district. Our web-based, easy-to-use A+ program lets teachers, administrators, and staff members share kudos directly to your Account Manager in just moments. **Your feedback helps us identify the strongest performers, reward excellence, and build retention, all of which helps our partnership grow.**



Substitute Ambassador, Frederick Smith, representing Kelly Education at Clay Hill Elementary

- **Substitute Ambassadors for CCDS:** We identified some of our most successful CCDS substitutes and asked them to share what they love about their jobs at recruiting events. These "ambassadors" attend district events to raise brand awareness as well as recruit and attract the best talent to work in your schools. We are currently working to expand this program further.

- **Sub Appreciation Stations:** We have enhanced our efforts to make our employees feel appreciated with new and improved sub stations. These "thank you" stations are deployed strategically to our most challenging buildings as needed, creating positive associations and deepening relationships.



Kelly Education Sub Appreciation Station at Spring Park Elementary

- **Additional training and professional development:** Our substitute employees have access to a wide array of live, instructor-led webinars and development opportunities that focus specifically on PreK-12 educators, with sessions on classroom management, communication, and much more.

- **Community Event Recruitment:** From 5K runs to the Fun4Clay Fest, the Pink Ribbon Symposium, and school sporting events, the Kelly Education team has been meeting potential educators where they are.

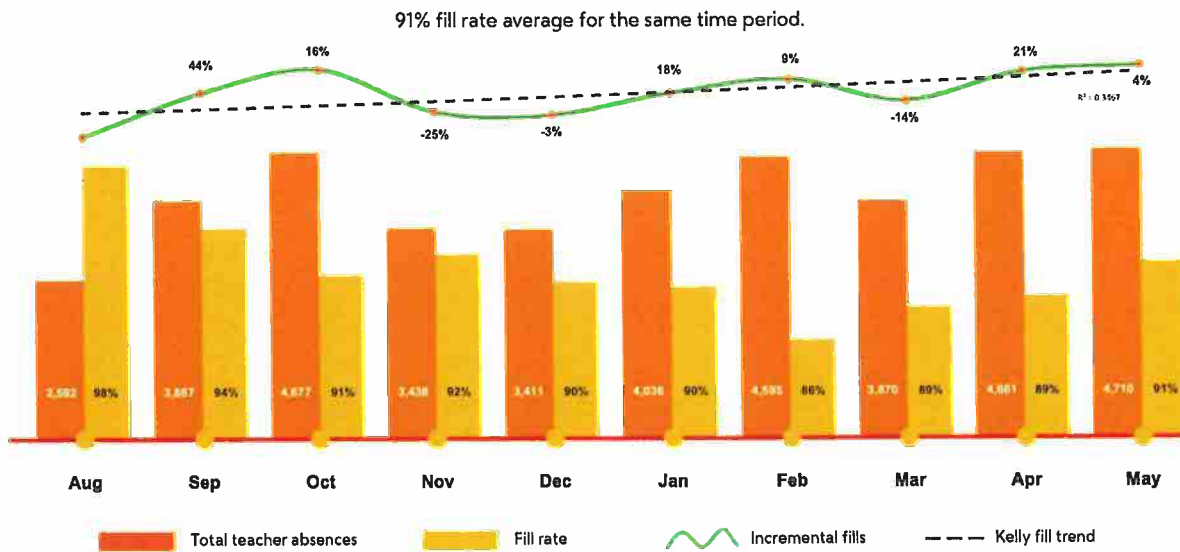


- University Relationships:** We are proud of our strong relationships with regional colleges and universities and have grown our partnerships with them to make them a top source of successful candidates. We will continue to build on this success into our new contract term. *See page 43 to learn more about these key partnerships.*
- Referral Bonuses:** Our employees are our number one referral source so we encourage them to reach out to their connections who would be interested in a rewarding opportunity as a Kelly Education substitute. Employees can **earn \$100 per a referral** that works 5 days within 30 days of hire. A simple referral can change the world of work for one individual. The change in career path to education encourages our students and educators, just from one simple "you should give this a try." Our substitutes are so impacting, which is why we use them as ambassadors to our program.

Our results speak for themselves.

Our continued success supporting CCDS can be clearly seen in our fill rate data for the 2022-23 school year. Through targeted recruiting, excellent candidate care and retention, and our always forward-thinking approach, we filled incremental teacher absences month over month at an average rate of 8% and achieved a 91% average fill rate for the same period (see below graph).

Filling incremental teacher absences MoM at an average rate of 8% for the 2022-23 SY.





Growing and Moving the CCDS Program Forward: The Next Evolution



CCDS Support

Brenda Troutman, Director,
Instructional Personnel

"Kelly Educational Staffing consistently provides our school district with quality and talented substitute teachers and teacher assistants daily."

As your incumbent staffing partner, Kelly Education is aware of the unique needs and challenges facing CCDS today. As we move forward, we will continue to bring new strategies to the table that will both grow our substitute pool and retain our best educators.

We commit to continued innovations and collaborative conversations with the District with the main focus to grow the district substitute pool by amplifying our local presence. Through our innovative advertising campaigns and community grassroots efforts, we aim to increase the availability of substitutes in the district. **Refer to page 41 for additional details on our recruiting strategies.**

We cannot stress enough that the real measure of Kelly Education's excellence is our people. We are proud of the positive feedback we have received from CCDS on both our account team and the highly qualified and talented substitutes we place in your schools.



The depth, breadth, and unparalleled expertise of Kelly Education are at the heart of supporting your continued success. We will source top-tier talent, ensure comprehensive screening and training processes, offer a cutting-edge scheduling system, and keep our substitute educators engaged and active in your schools.

With a strong local presence, we at Kelly Education understand how to effectively engage the talent you need. Rather than striving to be the largest, our focus is on being the best and doing right by our partners. Our emphasis on quality sets us apart in a market filled with diverse suppliers. We understand your schools, recognize your value points, and are committed to supporting your needs for high-quality substitute and long-term staff.



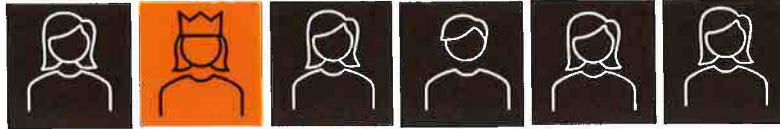
A+ Reviews

Mrs. Mitchell is our building sub. She is amazing and one of the most reliable people I've ever met. She's here every day and is extremely involved with the students and faculty, whether or not she's assigned to a class that day. She jumps right in during testing season to do whatever is necessary, often brainstorming ideas before issues arise. If she's not assigned to a particular class, she can be found in classes pulling small groups for instruction or testing. She's made herself aware of classes that can use the extra support and will step in without needing to be asked. She's such an important part of our daily campus life. The kids, faculty, and administration love having her here. She's such a breath of fresh air!

Sharon Black
Clay County District Schools



Kelly Education + CCDS Apple Awards



Jacquelin Edwards
KE sub: 2013
CCDS hire: 2016
Nominee, 2021-2022

Karen Borcharding
KE sub: 2016
CCDS hire: 2016
Nominee, 2020-2021

Jessica Thomas
KE sub: 2016
CCDS hire: 2019
Nominee, 2022-2023

Michelle Bily
KE sub: 2014
CCDS hire: 2014
Winner, Teacher of the Year 2016-2017

Robert Grenese
KE sub: 2016
CCDS hire: 2017
Nominee, 2019-2020

Joanne Wagner
KE sub: 2017
CCDS hire: 2019
Nominee, 2021-2022

Kelly Education is proud of our track record as a **trusted CCDS recruiting partner.**

As a sponsor of the **CCDS Apple Awards**, we are especially pleased to see our former substitutes as nominees and winners of this special award!

This year Kelly Education is proud to be a **"SPOTLIGHT SPONSOR"** OF THE CLAY COUNTY APPLE AWARDS!



If selected to be your strategic partner, we will continue addressing the teacher shortage, expanding our pool of highly qualified substitute educators, and collaborating with CCDS to overcome any obstacles that come our way, together.



Letter of Support from Clay County District Schools

Kelly Education is proud to have received the support of CCDS over the years as we expanded our partnerships around the state. We appreciate Ms. Troutman's recommendation and believe this 2023 letter represents our years of collaboration.



CLAY COUNTY DISTRICT SCHOOLS

900 WALNUT STREET, GREEN COVE SPRINGS, FL 32043

P (904) 336-6500 F (904) 336-6536 W oneclay.net

SUPERINTENDENT OF SCHOOLS

David S. Broskie

BOARD MEMBERS:

Eric Skipper, District 1

Mary Bolla, District 2

Beth Clark, District 3

Michele Hanson, District 4

Ashley Gifhousen, District 5

January 9, 2023

RE: Kelly Services
Clay County District Schools

To Whom it May Concern,

I am submitting this letter to recommend and support Kelly Education (KE) who has been our substitute services vendor for Clay County District Schools since 2014. Kelly Education consistently provides our school district with quality and talented substitute teachers and teacher assistants daily.

Since partnering with KE, they have successfully filled over 373,400 absences with an average 92% teacher fill rate. On average, 85% of all absences are filled with a substitute teacher who has earned a bachelor's degree or higher. KE also has worked closely with the district throughout the pandemic to help provide a remote instructor solution during hybrid learning.

Throughout the years of our partnership, KE has provided excellent customer service and is always available 24/7. They have a local dedicated team who is committed to providing exceptional service to our schools and our partnership. They are customer oriented and extremely accommodating. Clay County is very pleased with the customer service and would rank it amongst the best of any business partner the District has contracted.

Kelly Services is proactive in maintaining a high-quality bank of substitutes for our classrooms. They recruit and provide "Meet & Greets" at our schools to answer questions and spark an interest in substituting in a Clay classroom. Clay County District Schools values our partnership with Kelly Educational Staffing.

Please feel free to contact me directly if you have additional questions regarding my customer related experiences with Kelly Educational Staffing.

Respectfully,

Brenda Troutman
HMR Assistant Superintendent, Human Resources

brenda.troutman@myoneclay.net

DISCOVERING ENDLESS POSSIBILITIES

Clay County District Schools is an Equal Opportunity Employer.





e. Legal Actions

Describe in brief detail any current or previous legal actions naming the firm as a primary or secondary party. State the circumstances of any action.

Kelly Education is an operating division of Kelly Services, Inc. As a company of international size and scope, Kelly has been involved in claims from time to time within the ordinary course of business. However, none of these have been material in nature or amount, nor has the outcome of any such claims affected our ability to service our customers.

f. Statement of Qualification

Proposer shall complete and attest to the information provided in Attachment 7: Applicant Statement – Background Information.

Please see the next page for our completed **Attachment 7: Applicant Statement – Background Information.**



ATTACHMENT 7
APPLICANT STATEMENT – BACKGROUND INFORMATION

1. Legal Name and Address: **Kelly Services, Inc. - 999 Big Beaver Road, Troy, MI 48084**
Address of Proposed Office in Charge, if different: **151 College Dr. Suite 8 Orange Park FL 32065**
Contact Person and Position: **Cheryl Courier - Vice President and South Practice Lead, Kelly Education**
Telephone: **407.766.8825**

2. Circle One: Corporation, Partnership, Individual, Joint Venture or Other

3. If Corporation,

Date of Incorporation: **August 27, 1952**

State of Incorporation: **Delaware**

If out-of-state Corporation currently authorized to do business in Florida, give date of such authorization: **December 6, 1955**

Names and Titles of Principal Officers: **Peter Quigley - President & Chief Executive Officer, Olivier Thiroit - Chief Financial Officer, Nicola Soares - SVP & President, Kelly Education and Cheryl Courier - Vice President and South Practice Lead, Kelly Education**

4. Name and Address and amount of ownership of all stockholders owning more than 10 percent of the company:
1. **Terence E Adderley Revocable Trust K: Greater than 10% of Class B Common Stock**
Adderley Trust: c/o Andrew H. Curoe, Co-Trustee, 6th Floor at Ford Field, 1901 St. Antoine Street, Detroit, MI 48226
2. **BlackRock Institutional Trust Company, NA: Greater than 10% of Class A Common Stock**
400 Howard Street, San Francisco, CA 94105-2618

5. If Partnership: Date of Organization:
Nature of Partnership (General, Limited, or Association):
Name and Address of Partners:

6. If Individual: Name and Address of Owner:

7. Under what other or former names has your organization operated? **Russell Kelly Office Service, Personnel Service, Inc., Russell Kelly Office Service of Delaware, Inc., Kelly Girl Service, Inc., and Kelly Services, Inc (CURRENT NAME)**

8. Length of time in business. **77 Years**

9. Describe any litigation or regulatory action filed against your firm in the last three (3) years, and the resolution thereof. **As a company of international size and scope, Kelly has been involved in claims from time to time within the ordinary course of business. However, none of these has been material in nature or amount, nor has the outcome of any such claims affected our ability to service our customers or remain as a workforce solutions company in good standing.**

10. State whether the firm has offices and representatives in the State of Florida and/or in Clay County or surrounding Counties. **Yes, Kelly has representatives working across the State of Florida in Clay County and surrounding counties. We have a total of 16 offices in the state.**
Our local office where the account team for SBCC works from is located at:
151 College Dr. Suite 8 Orange Park FL 32065



g. Experience and Qualifications of Key Personnel



You are the VERY BEST!
Thank you for making
my job easier!

Wendy Hane
School Secretary
Grove Park Elementary School



The CCDS program is and will continue to be managed by a dedicated, local Kelly Education account team. This team is responsible for handling the day-to-day operations of the program and ensuring your total satisfaction with our services. Combined, this account team has many years of education experience and a keen understanding of Florida-specific education requirements, which is the backbone of what drives the best solution for CCDS. Currently, the Kelly Education team works out of our office located in nearby Orange Park, FL.



Here are the key members of our team assigned to manage the District's program. **It is important to note that many of them have been part of the account team responsible for CCDS since**

the program went live in 2014. We have provided their full resumes in Appendix 1.

Adam Lavender – Client Services Lead: Adam monitors the overall operation of the CCDS program to ensure we are meeting your deliverables and provides oversight and support to your dedicated Account Manager. In addition, he is responsible for ensuring compliance, operational and service excellence for your District and serves as an escalation point for any questions or concerns the District may have.

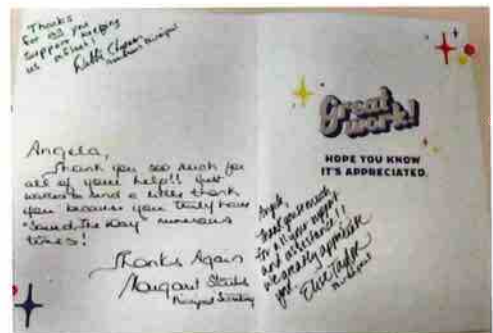
Angela Orvis – Dedicated Account Manager for CCDS: Angela is CCDS's Account Manager and the main point of contact for District staff for any questions or concerns. Angela works closely with your school officials, principals, secretaries, and board members to ensure a successful partnership. In addition, she oversees the payroll and timekeeping processes, including real-time and location tracking of daily and weekly time entry to ensure accurate weekly payroll is processed.



CCDS Account Manager, Angela Orvis at the Clay County Apple Awards.

Tina Mosely – Recruiting and Onboarding Sr. Director: Tina is a local resident and has provided personalized support to the CCDS program since our partnership began 10 years ago! She oversees all recruiting and onboarding activities for our Florida district partners. She provides strategic support to optimize our overall recruiting and onboarding processes and serves as an escalation point for any questions or concerns in this area.

Stephanie Stone – Onboarding Manager: Stephanie is also a local resident, allowing her specific insight into the area and the Talent that resides here. **She has been involved with the CCDS program since its inception.** Stephanie currently manages and supports our Onboarding team, ensuring all hiring, screening, and



CCDS Account Manager, Angela Orvis received a card of appreciation from the staff at S. Bryan Jennings Elementary School.



onboarding activities are complete before employees are assigned to work in your schools. She ensures that the talent is compliant with CCDS and Kelly Education hiring requirements and that backgrounds, drug tests, I-9, and training have been completed. Stephanie also serves as an escalation point for any questions or concerns related to the onboarding process.

Rachel Garret – Recruiting Manager: Rachel manages and supports our Recruiting Strategist in the daily activities associated with recruiting new and returning talent, while also contributing insights into new and innovative recruiting strategies. She is also responsible for analyzing supply and demand, studying workforce trends, and developing targeted programs to attract the best talent for your schools. She serves as an escalation point for any questions or concerns related to recruitment.

Adrienne Torres Ortiz – Recruiting Strategist: Adrienne is responsible for managing and executing strategies to promote CCDS and Kelly Education within the community, using traditional and non-traditional recruiting sources to build your substitute pool. She is the initial applicant contact and is responsible for interviewing and selecting qualified talent from our pipeline of potential candidates.

Amy Tisdale – Talent Care, Sr. Director: Amy leads our Talent Services Team which is split into two primary roles: Talent Care and Fulfillment. She oversees and executes strategies to promote employee engagement, development, and performance in addition to being responsible for achieving the order fulfillment goals for our district partners.

Sarah Petty – Talent Care Manager: Sarah is the front-line support for our Talent, responsible for managing strategies for employee relations, continuing education, annual compliance regulations, and incident investigations. She oversees our Talent Advisors.

Laura French and Savannah Miller – Talent Advisors: Both Laura and Savannah are local residents. They support our active employees, managing and executing strategies to drive employee engagement, development, and performance. As Talent Advisors, they are responsible for employee relations, continuing education, and annual compliance requirements.

Amanda Spooner and Jessica Carpenter – Fulfillment Center Managers: Amanda and Jessica are also local residents. Amanda has been supporting the CCDS program since 2014. Together, they manage the Fulfillment Team, setting the overall direction for servicing both our employees and our customers. They are responsible for the development and execution of strategies for this team, creating efficiencies to achieve Kelly Education's strategic goals. This is achieved through leadership, direction, development, support, and training internal staff. Both Amanda and Jessica serve as the escalation points and are responsible for proactive problem resolution.

Ashley Webb and Baylor Bunch – Senior Fulfillment Leads: Ashley and Baylor oversee and assist with front line support for both customer and employees, ensuring excellence in delivery for our clients. They are responsible for strategizing, managing, planning, developing, and directing their teams' operations and customer service programs so that quality customer satisfaction is achieved.



Kelly Education Leadership Team

Chris Zuber – Client Services, Sr. Director: Chris leads our account management team supporting the CCDS program. He works with the rest of the Client Services Team to continue developing a successful partnership with District officials, principals, secretaries, and administrators. Chris serves as back-up support and an escalation point for daily operations and any questions or concerns regarding your program.

Cheryl Courier – Vice President and South Practice Lead:

As part of Kelly Education’s leadership team, Cheryl monitors market trends to provide our customers with cutting edge solutions to acquire top talent, manage businesses more efficiently, increase productivity, and reduce costs. Cheryl is proactive in identifying overall strengths and gaps with corrective action taken to ensure continuous improvement. For CCDS, Cheryl monitors the overall operations of the program, serves as a strategic advisor to the District and the Kelly Education account team, in addition to being a point of escalation.



I would like to take a moment to commend Kelly Services for another outstanding year of providing quality substitutes for our teachers. Both Amanda Spooner and Katie Simmons are wonderful to work with and always provide impeccable service for Ridgeview High School. They are very helpful with our needs and always have a positive attitude when I call. I look forward to another productive year.

Mark McKinney
Fleming Island High School



Kelly Education Support – Additional Resources

In addition to your dedicated account team, CCDS’s program will be backed by the corporate resources of the larger Kelly organization for key areas including, safety/security, public relations, compliance/screening, training, technology, and quality, among others. These corporate resources will support our local staff in Florida to deliver your substitute staffing program. We also have a comprehensive Kelly Education technology ecosystem, all of which provide support and insights for your strategic planning, with a technology team standing ready to help.

Kelly Education Corporate Support

Learning & Development	Technology	Human Resources	Legal
Marketing & Communications	Finance	Data & Insight	Incident Management
Digital Marketing	Payroll	Integrations	Benefits
Public Relations	Market Research	Billing	Compliance





h. Additional Information

Proposer may submit any additional information it sees necessary to further demonstrate its experience and qualifications.

What Makes Kelly Education Different?



CCDS Support

Brenda Troutman, Director,
Instructional Personnel

"Kelly is proactive in maintaining a high-quality bank of substitutes for our classrooms. They recruit and provide 'Meet & Greets' at our schools to answer questions and spark an interest in substituting in a Clay classroom. Clay County District Schools values our partnership with Kelly [Education]."

As you review your options for educational staffing partners, you will see a lot of claims that look similar between proposals. Every potential partner will share their successes, claim they have the "special sauce" to solve your personnel challenges, and offer reasons that they're the only ones who can credibly help.

Over the past 10 years, our team has met with CCDS leaders to understand District workforce aspirations and challenges, conduct absence and cost analyses, and provide recommendations to inform CCDS'S decision-making. Kelly Education believes we are the partner you need at CCDS, based on real, quantifiable differences in the way we run our company, the values we hold, and the commitments we make to our client districts.

- **We invented temporary staffing, we pioneered educational staffing, and every day we are innovating and perfecting our business.** Although Kelly Education is solely focused on supporting school districts like CCDS, it's true that it's not the only staffing Kelly Services does. We know that's a good thing: it's why we have the resources of an international company at our fingertips; it's why we can offer new, research-based solutions; it's why when you need help, there is always someone to pick up the phone. We are proud that Kelly Education has once again been ranked the [#1 temporary staffing firm in the country by Forbes](#).
- **We don't do cookie cutters. Every school district gets the solution that works for THEM.** Our experience has helped us build and refine a toolkit that addresses everything from recruiting for your remotely located schools to retaining the best substitutes. Unlike our competitors, we don't have a one-size-fits-all plan. We will address your pain points such as ensuring vacancy coverage doesn't drain the substitute pool and minimizing administrative burden. Most importantly, we'll adjust as needed to ensure we're getting the results you expect.
- **Dedicated year-round support means just that: us, working for you, 12 months of the year.** Your team knows better than any that summer doesn't mean relaxing by the pool. To stand up a robust, high-performing substitute pool, the work of recruiting, screening, hiring, and retaining employees goes on all year. Unlike our competitors, we will keep our CCDS Account Manager and account support team working to set the district up for success through the summer.





- **Compliance is key and safety comes first.** Over the last year, we have taken over competitors' accounts and have been troubled by the lack of accurate, compliant background and credentials screening. Not only does this compromise school safety, but it too often leads to overbilling, such as when a substitute without verified credentials is invoiced as a certified teacher. We are dedicated to offering fully auditable records, so you know we are keeping our word.
- **Our training sets the standard.** We go beyond the usual basic training process for our substitutes. Working with education experts and other school leaders, we have built a series of best-in-class training courses – through our proprietary, research-based Smarts™ Training Program – that truly elevate our substitute educators. From classroom management to IEPs, we help our employees level up to be more effective for you, like no other staffing partner can.

Kelly Education's Commitment to Florida Organizations

Kelly Education works to support important education associations right here in Florida, as well as nationally. **We work with organizations led by educators and administrators** to support their work and help them achieve their goals. In addition to the Council of the Great City Schools, we are also involved in Chiefs for Change, as a corporate sponsor.

For over 20 years, we have supported and sponsored these Florida organizations:



- **FSBA** (Florida School Board Association) – *Platinum Sponsor*
- **FASA** (Florida Association of School Administrators)
- **FASPA** (Florida Association of School Personnel Administrators)
- **FASBO** (Florida Association of School Business Officials)
- **FSFOA** (Florida School Finance Officers Association)
- **NEFEC** (North Florida Education Consortium)





Section 2: Pricing

APPENDIX 2 PRICE PROPOSAL / PRICING TABLES

Firms will be evaluated on the pricing tables below. Definitions/parameters for pricing for RFP 23-BA-130 can be found in Section 2 (page 17) of the RFP documents.

Pricing for Substitute Teachers:

POSITION	PAY RATE	PAY TYPE	MARKUP	BILL RATE
ECE Substitute Teacher – High School Diploma	\$12.75	Hourly	1.2697	\$16.19
Substitute Teacher – AA Degree	\$14.00	Hourly	1.2697	\$17.78
ECE Substitute Teacher – AA Degree	\$14.00	Hourly	1.2697	\$17.78
Substitute Teacher – BA Degree	\$14.66	Hourly	1.2697	\$18.61
ECE Substitute Teacher – BA Degree	\$14.66	Hourly	1.2697	\$18.61
Substitute Teacher – Master’s Degree or Higher	\$16.00	Hourly	1.2697	\$20.32
ECE Substitute Teacher – Master’s Degree or Higher	\$16.00	Hourly	1.2697	\$20.32
Substitute Teacher (*Exempted)	\$12.66	Hourly	1.2697	\$16.07
Long Term Substitute Teacher (11+ Days, Retro Back to Day 1)	\$20.00	Hourly	1.2697	\$25.39
Long Term Substitute Teacher Assistant District Approved Positions Only (11+ Days, Retro Back to Day 1)	\$14.81	Hourly	1.2697	\$18.80
Building Substitute Teacher	\$16.67	Hourly	1.2697	\$21.17
Substitute Teacher Assistant	\$12.00	Hourly	1.2697	\$15.24

* "Exempted" - Substitutes who have been assigned to an SBCC facility in the past and repeatedly shown above excellent performance but who may not have the necessary requirements (academic or otherwise) to meet the standards for a substitute teacher

Pricing for Other Positions

POSITION	PAY RATE	PAY TYPE	MARKUP	BILL RATE
Cafeteria Assistant Substitute	\$12.00	Hourly	1.2697	\$15.24
Custodian	\$12.00	Hourly	1.2697	\$15.24

Please list any placement fees (if applicable) should SBCC desire to hire an Assigned Employee to work in a full-time or part-time employment position with SBCC:

Kelly Education will not charge any placement fees should SBCC desire to hire an Assigned Employee to work in a full-time or part-time employment position with SBCC.

Cheryl Courier

AUTHORIZED SIGNATURE OF PROPOSER

Kelly Services, Inc.
COMPANY NAME

1/30/2024
DATE





All-Inclusive Pricing

We offer a comprehensive solution with a proven track record of getting results. We fully understand the cost pressures in public education. We also know what it takes to manage a program like this. Our price reflects the value we bring to our partner districts. It also reflects the level of screening, training, and engagement that goes into every employee we assign. We are incentivized as your partner to fill your schools with quality talent as your priorities become our priorities.

The total cost of a substitute staffing program is often invisible. Beyond the daily pay rate, the District pays, there are other significant, and often unbudgeted, expenses that contribute to the overall cost, such as the school personnel who schedule substitute staff, worker’s compensation, recruiting costs, lost learning days, and much more.

Our pricing is All-Inclusive. We never charge additional fees to CCDS or our employees.

Financial Responsibility

- Employer State and Federal Taxes
- General Liability Coverage
- Workers’ Compensation
- Unemployment
- Affordable Care Act Compliance

Scheduling and Reporting

- Automated Scheduling System
- Automated Timekeeping
- Live Absence Filling (Last Minute/Same Day)

Recruiting, Screening, Hiring, and Onboarding

- Ongoing Targeted Recruiting Program
- Specialized Hiring/Assessment Process
- Education Verification
- Criminal Background Investigation
- National Sex Offender Registry Search
- Employee Drug Testing (as required)
- Fingerprint Facilitation (as required by state)
- Behavioral Interviewing
- Reference Checks
- Orientation Program and Brochures
- Training and Professional Development Opportunities

Management and Quality Control

- Local Customer Support Team
- Daily Local Branch Team Support
- High-Powered Data Analytics & Reporting
- Consultation on Absentee Management
- Employee Quality Assurance Process
- Usage Reporting by School Location
- Track Grant or Other Funding for Absences
- Partnership Reviews Each Semester
- Formal 24/7 Incident Reporting Process

Retention, Recognition, and Development

- Robust Benefit and Retention Packages
- Year-Round Candidate Engagement





Section 3: Understanding of Scope of Services

As the District's current partner, CCDS can be confident that Kelly Education fully understands the scope of services and the overall project as outlined in this RFP. With that said, we are submitting this response with the highest level of confidence that we will exceed your expectations.

By taking on the task of recruiting, screening, hiring, scheduling, and talent management, we make sure your classrooms are covered, students are learning, and your team can focus on getting students ready for what comes next.

Simply put, our job is to make your job easier.

As an extension of the District, Kelly Education works alongside your schools, principals, and teachers. We fill your schools, strengthen the quality of substitute teachers and support staff, remove the administrative burden from your team, and lower costs, all while using powerful data analytics for insight into the impact of absences on the district.

We are your trusted advisor on multiple fronts: **workforce planning, wage and hour compliance, talent shortages, the future of work, and how to best adapt to changes in the workforce.** We have designed your program so that the path to filling your absences is easy and quick for your users, and we take on the tasks so that your team can focus on your higher priority tasks.



In the rest of this section, we provide details on exactly how Kelly Education will complete all the scope of services as outlined in CCDS's RFP.

Recruit, interview, select, train, hire and assign its employees serving as substitutes to cover absences or vacancies for any and all CCDS sites (Appendix 1).

Kelly Education will fully comply with these requirements. We will continue to provide these services for any and all CCDS sites listed in your RFP.

Recruiting to Build and Sustain Your Talent Pool

Kelly Education is looking forward to the opportunity to continue our commitment in growing your talent pool and delivering an exceptional education-focused solution through effective year-round recruiting strategies.

Our recruiting plan for CCDS includes dedicated education recruiters with specific training and experience sourcing talent for the Pre-K-12 market. **We have designed a recruiting network that leverages local resources complemented by a team of virtual recruiters to increase flexibility, creativity, and sourcing engagement.** Our agile infrastructure allows us to focus our resources where and when the District needs them.



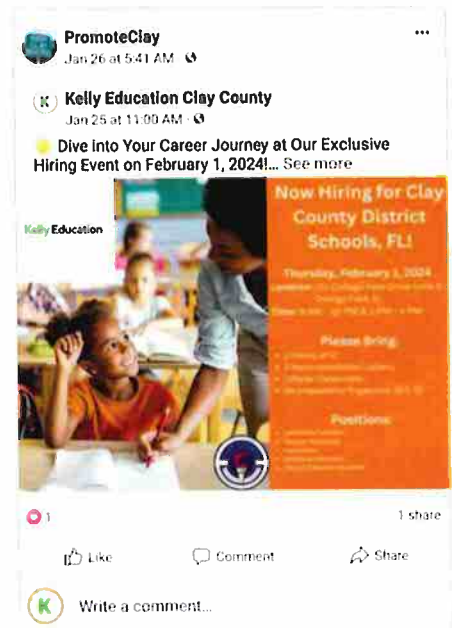


Grassroots Recruiting

We design sourcing and recruiting plans centered around your talent requirements. We have found success with old-school marketing efforts within the community. Grassroots recruiting, often referred to as 'pounding the pavement,' distinguishes itself by blending digital efforts with local community engagement, reaching diverse demographics. Our unique approach involves a combination of strategies:

- **Local Business Support:** Partnering with establishments like Metro Diner, Fun 4 Clay, and participating in 5K runs to establish connections within the community.
- **Referrals:** Our substitutes actively refer candidates, driven not solely by compensation but by a genuine belief in the opportunities we offer.
- **Promotional Materials:** Utilizing flyers, bookmarks, lawn signs, and recruiting cards strategically. Flyers are distributed through local businesses, community centers, and churches. Lawn signs adorn partner district schools and other approved locations. Additionally, we leave bookmarks and recruiting cards in local libraries, ensuring widespread visibility in the community.

The Kelly Education team of recruiting experts works with organizations and other community resources, including retiree groups, local nonprofits, and parent associations, to share the great opportunities available at CCDS. **Every year, Kelly Education sponsors and takes part in the Clay County School District Teacher Recruitment Fair.** We will also represent the District's interests at local career fairs and hiring events.



Below are examples of some key local networks we leverage to source and recruit candidates for CCDS:



Internship Program with the University of North Florida

In 2022, Kelly Education began a partnership with the University of North Florida (UNF) to pilot an “**Internship to Substitute**” program for their students interested in a career in the education field. Since then, we have had anywhere from 1 to 15 interns each semester from UNF join our team of substitute teachers. They substitute at our partner schools within CCDS, giving them valuable experience and insight into what it is like to be an educator in today’s school environment. In and in turn, it gives Kelly Education and our partner schools within CCDS the ability to fill much needed roles at the school locations in which they are interning. We have participated in this program every semester since January 2022. This program is another great example of Kelly Education forging important connections between us, the local universities, and our partner school districts.



Kelly Education leading a UNF intern session



Focus on our Veterans and Military Spouses



Kelly has long recognized the unique value that veterans and military spouses bring to us, and our customers. The military

community presents a pool of diverse, highly skilled, and uniquely qualified professionals known for their leadership, dedication, adaptability, and discipline—traits that are in very high demand by employers everywhere.

We have earned the **2024 Military Friendly® Employer and Military Friendly® Spouse Employer designations**. This marks the ninth year that our company has been recognized for its commitment to recruiting and promoting our military veterans and their spouses.

Our veterans make excellent candidates for a wide variety of positions in education and so our recruiting team is always working to spread the word of Kelly Education and available opportunities at the nearby **Naval Air Station in Jacksonville, FL** to ensure we are doing all we can to reach these very valuable resources.

Innovative and Strategic Recruitment

The **Kelly Mobile Branches** are our latest innovation to expand our reach. We designed these vehicles to support on-the-go recruiting at hiring and engagement events at targeted colleges, universities, or within the community of our partner school districts. From direct interaction with candidates to on-the-spot applications, our mobile branches allow us to go where the candidates are and create excitement.

We also engage with potential talent in the one place they're constantly connected to—their cell phones. We use a **custom QR code** on materials in the community to drive substitute educators to our **Substitute Interest Form** in order for them to learn more about the great opportunities awaiting them at

Recruiting material focused on CCDS veterans and military spouses.



The Kelly Mobile Branch at a district partner's National Night Out event.





Kelly Education

800.528.0049
kellyeducation.com



Apply Today!

CCDS through Kelly Education. We have these district-specific codes on window clings that we can temporarily stick on school building doors, print on Kelly Education branded swag, print on cards and flyers, and so much more. This innovative strategy reaches the next generation of education talent while they're on the go.



Our QR code is on display at our recruiting events so potential candidates can readily access our Substitute Interest Form.

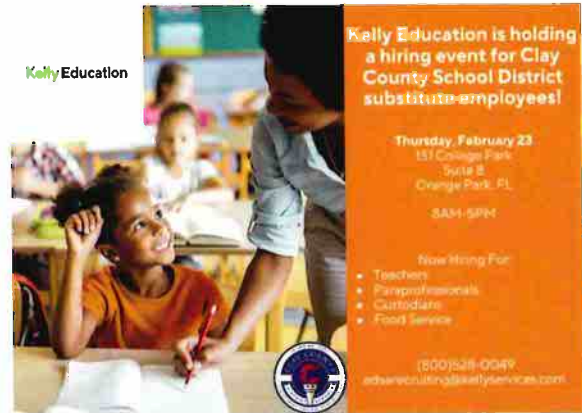
Digital Recruiting Tools

Even in today's crowded talent marketplace, digital recruiting still is vital. In addition to using job boards, we also have a whole host of digital tools and strategies that span the entire recruitment process from start to finish.

Some of our digital tools include:

- **Social recruiting and online communities:** Recruiting initiatives on social channels such as Facebook, LinkedIn, and Instagram, allow us to connect with candidates where they congregate, via methods more likely to engage them.
- **Programmatic paid job advertising:** Nationally, we use a robust analytics platform to drive peak job board investment decisions across job boards like Indeed, Glassdoor, and Zip Recruiter as well as specialty/niche job boards. Locally, we have seen the best results in paid job advertising from Indeed, Facebook campaigns, and Google Ads.
- **Digital Talent Experience (including easy mobile referrals):** Kelly Education has launched a brand-new recruiting portal that engages education talent from first contact and works for today's on-the-go applicants. It also makes referrals even easier. Employees are our number one referral source, followed by alumni across the education practice. It all combines for a clean, quick digital experience. Recruiters can post jobs, receive applications, and see newly referred candidates through our digital tools.
- **Search engine optimization/marketing:** Candidates today perform more than 70 million job searches per month, and nearly 20 million job seekers have conducted an online search in the last 30 days. To capitalize, we optimize our jobs to ensure they are ranking high in candidate searches, whether those searches are done across key job boards like Indeed, Glassdoor, LinkedIn, or on primary search engines like Google.

Kelly Education Clay County
February 23, 2023
Today is the day! Come by and see us! 🎉



Our team leverages our social media channels to promote in-person recruiting events for CCDS.





Safe Hiring and Screening Practices

Vetting potential employees starts with our mandatory background screening—the most comprehensive in our industry—No other company matches our process. **We conduct all background checks, fingerprinting, and certification as required by the Jessica Lunsford Act, Florida Laws, and CCDS policies.**

Kelly Education also adheres to a strict employment gap policy. If there is a lapse in employment of 150 calendar days or more, an employee must be re-screened on the criminal background and National Sex Offender Registry checks. We must receive favorable results for the employee before they are to take on any further assignments. Our full screening process is outlined below:



Candidate Pre-qualification

- Gauges suitability for the role, skills, and ability to succeed
- Discusses education, work history, experience, certifications, and licenses
- Confirms goals, work preferences, availability, and interest



Candidate Evaluation

- Behavioral interview based on role
- Structured interview with situational questions
- Kelly ClassSmarts™ pass/fail assessment
- Education verification



Candidate Registration

- Online application process
- Complete employment forms
- Verify work eligibility through the I-9 process using E-Verify



Candidate Screening

- Mandatory screening—most comprehensive in the industry
- Criminal background screening
- National Sex Offender Registry Check
- Florida-specific screening
- CCDS-required screening



Training and Onboarding



CCDS Support

Brenda Troutman, Director, Instructional Personnel

“They have created an Exceptional Student Education custom training program specifically for our District. This training is taught by a retired ESE Clay County teacher who provides the district specific knowledge and tools for our teacher assistant substitutes to be successful inside these classrooms. This new program has increased our fill rate for ESE assistants, and more importantly, provides trained staff to work with our special needs students.”

Kelly Education has designed a specific onboarding curriculum for each role that includes pre-hire training and assessment, post-hire (paid) orientation, and access to ongoing professional development. We make sure our employees are ready on day one—and beyond.

We provide complete details on our training curriculum in Section 4: Approach / Scope Specifics (see pages 63–65).





Assigning Employees to CCDS

Over the past 27 years, Kelly Education has perfected our ability to place qualified substitute teachers and support staff in our partner schools. Sometimes we have advanced notice that a substitute is needed, other times we have less than an hour before school starts.

As a true partner to CCDS, our job is to make your job easier. We designed our program so that the path to filling your absences is quick and easy. Here is what the process looks like for the District with Kelly Education as your partner.

When a District user (teacher, principal, or administrator) needs an upcoming absence covered, they have three easy options to request a substitute employee:

1. Log the absence online in Frontline, available any time.
24/7/365

2. Call your dedicated Account Manager for personal service.

3. Contact our Talent Fulfillment team for live help.
Mon. – Fri. from 5:30am to 7pm

Your dedicated Account Manager continues to watch all openings for the day to verify the status and fill open roles by working with the talent pool to find the best available candidates for the opening. The Talent Fulfillment Team personally contacts our pool of substitute professionals to fill any remaining absences prior to the start of the school day. For long-term absences, the Account Manager works with our Fulfillment Center to find candidates well prior to the designated start date and assign them. On the date of the assignment, the assigned substitute presents themselves at the designated school, fully trained and ready to go.



Angela Orvis (CCDS Account Manager) talks to a newly hired Substitute about long-term assignments available at Clay County Schools.





Comply with laws, rules and regulations applicable to Vendors of staffing services.

Kelly Education will fully comply with this requirement.

As the oldest and most established staffing company, we are founding members of the American Staffing Association through which we have helped develop and lobby for many of the current legislation that is applicable to staffing service companies. We are 100% compliant. Kelly's in-house legal, risk, and employment compliance teams monitor and assess regulatory issues that affect our service offerings to our clients, including employment legislation such as the Fair Labor Standards Act and Equal Employment Opportunity Commission findings. We gather information via public information announcements, Kelly's senior management personnel, use of third-party law firms, and through Kelly's memberships in industry associations, who serve as "watchdogs" for the staffing industry. When new legislation or regulations are introduced, a cross-functional team assesses the impact on Kelly and our clients to determine the appropriate way to deploy new procedures throughout our operations.

Conform to all federal and state requirements for compensation of employees.

Kelly Education will fully comply with this requirement.

We pay our employees weekly and conform to all federal and state requirements for employee compensation.

Kelly Education complies with all applicable employment laws, including the Fair Labor Standards Act and other state laws regarding wages and hours. We have in-house experts with knowledge of all wage and hour laws across all 50 states and the District of Columbia. Our wage and hour team is tasked with understanding federal, state, county, and city requirements, as well as and managing compliance across our enterprise.

Be responsible for compensating their employees' wages and benefits.

Kelly Education will fully comply with this requirement.

As the "Employer of Record" for our employees, Kelly Education is solely responsible for compensating their wages and benefits. From the outset of our hiring process, we take steps to ensure employees identify Kelly Education as their employer, not only by meeting our standard employer obligations, but also by striving to develop and maintain a close working relationship with our employees. The best way to mitigate co-employment risk is to ensure that all parties—the Kelly Education account team, the District, and our employees understand the role each plays in their assignment. From the initial interaction with the candidate and throughout the screening, hiring, and placement process, we firmly establish Kelly Education as their sole employer.



A Kelly Education Substitute (left) assigned to CCDS gets assistance with his W2 at the local Kelly Education office.





Conduct background checks, fingerprinting, and certification as required by the Jessica Lunsford Act, Florida Laws, and School Board Policies.

Kelly Education will fully comply with this requirement.

As part of our comprehensive hiring process, we will conduct background checks, fingerprinting and certification as required by the Jessica Lunsford Act, Florida laws and CCDS policies prior to placing an employee in your schools. These requirements are standard for many of the Florida districts we work with, and we have comprehensive processes in place to ensure that education standards and fingerprinting authorizations are met. Only after favorable results are received will we present a candidate to your District.

Maintain data analytics and records, including pay rate, for all positions.

Kelly Education will fully comply with this requirement.

As the Employer of Record, Kelly Education maintains all employee data, personnel, and payroll records for our employees. We load Frontline with the approved pay rates, differentials, and credentials as defined by CCDS. Our process also includes creating profiles for our substitute employees that assigns a pay code to each substitute employee based on their credentials. These pay codes only allow the employee to be paid at the CCDS-defined pay rate, which leads to accurate payroll and billing.



Utilize an automated system to manage substitute scheduling, timekeeping and payroll.

Kelly Education will fully comply with this requirement.



Kelly Education tries their absolute best to help us get all of our assignments picked up. Especially when we have vacancy positions, Kelly Education helps find a teacher that is able to take over the position. Kelly Education is super amazing at what they do, and they are always super helpful.

Jen Marbut
Oakleaf High School



Since our partnership began, we have implemented Frontline as the technology foundation for the CCDS program.

If you are happy with Frontline and wish to continue using this system, we can do just that. If you wish to explore other options, we also have strong partnerships with Red Rover and PowerSchool.

Frontline is the industry-leading technology solution and Kelly Education has 27 years of experience with this tool. Our experts have a deep understanding of the technology and how to apply the features of Frontline to increase the efficiencies. **We offer this technology platform at no additional charge to your District. It is included in our pricing.**

Available 24x7, Frontline offers your team the flexibility to record absences at their convenience, online or by phone. Our paid orientation includes comprehensive Frontline training for substitute Talent, and we also provide technical and functional training on our scheduling system to every District employee who will use this system. We offer user guides and all training on this platform free of charge for District employees.





Benefits of the Frontline platform include:

- **Role-based permissions:** Kelly Education follows role-based permissions that ensure each user to self-serve within the system for maximum efficiency and effectiveness.
- **Advance Planning:** Vacations, professional development days, or other pre-planned absences can be input into the tool as soon as they are approved, allowing substitute teachers to schedule as soon as possible, leading to more effective long-term planning and classroom coverage.
- **Classroom Consistency:** Substitute teachers can view and accept multiple absences from the same teacher or school to provide a stronger connection between the teachers, students, and substitutes.
- **Preferred Talent Pool:** Lists of preferred substitutes at the school and district level give you more control over who you invite into your classrooms. The tool blocks substitutes from seeing openings if they are not a fit in your environment.
- **Choose your Substitute:** Teachers or administrators can directly assign a preferred substitute to an absence if he/she is available.
- **Classroom Communication:** Teachers can leave electronic lesson plans or notes for the substitute for continuity in the classroom.
- **Personal Absence Tracking:** An online calendar gives teachers a concise view of their past and upcoming absences.
- **Time Tracking:** Easy-to-use, online timekeeping recording and approvals increases efficiency.
- **Grant Management:** Track and retain grant usage, which can fund substitute teacher expenses.



Timekeeping Feature in Frontline

Kelly Education leverages the timekeeping feature that is resident in Frontline, allowing our substitute employees to input their time in the same scheduling system they use every day. It is quick, easy, and eliminates the need for paper timecards. School personnel can print daily sign-in sheets from the system, allowing substitute employee to sign in/out each day for documentation. Frontline timekeeping is integrated with Kelly Education’s payroll systems for efficient and accurate payroll. **See additional details on timekeeping/payroll processes in the next section on page 66.**

Provide a technological solution for recording, maintaining and reconciling invoices related to substitute coverage.

Kelly Education will fully comply with this requirement.

All our invoices are generated using the Frontline technology. We provide a consolidated invoice for the District each week, combining all activity for employees assigned to your district into a single invoice for processing. The invoice is designed to provide data in a format that supports the District’s internal reporting hierarchy, including any unique cost centers or department numbers. Standard invoices include the following data fields:

- **School Name**
- **Full-Time Employee Name**
- **Reason for Absence**
- **Substitute Teacher’s Name**
- **Grade/Subject**
- **Date Worked**
- **Bill Rate**
- **Total Amount Billed**



Billing is created the Friday following the week worked by the substitute employees. **Invoices include data for all time entries that were submitted and approved by the District.** Each invoice is audited by our billing team to determine if any changes or edits are required prior to submitting the final invoice to the District. Once all edits are complete, we email an electronic invoice to the person(s) or department designated by the District. The email is sent the week after the invoice was created. If there is any dispute regarding billing, the District's designated person or department may contact your Account Manager for resolution. If a line item on your invoice is incorrect and needs to be adjusted, a debit or credit memo will be issued on the next invoice only if the inaccurate invoice was paid in full. CCDS can also compare Kelly Education invoices with attendance records that can be accessed through reporting from our scheduling system, Frontline.

Produce requested reports to CCDS Human Resources department in regard to contract pay rates, fill rates, etc.

Kelly Education will fully comply with this requirement.

Kelly Education offers reporting as requested by CCDS Human Resources. Our current primary reporting is pulled from Frontline. In order to help administrators at every level understand what's happening on a day-to-day basis, as well as to interpret trends, **extensive reporting is built into Frontline, and it is available on demand at any time.** We are available to help the District get what they need from these reports when you need them.

Most recently, Stephanie Stone on the Kelly Education account team was asked by CCDS HR to provide a custom teacher vacancy report that listed every long-term substitute by school and the date they started the long-term assignment. Stephanie provided this reporting as requested (see the screen shot below).

	A	B	C	D	E
1	Start	Length	Site Name	Talent	Teacher/Vacancy
2	03-Aug-2023	126	LAKESIDE JR	[REDACTED] ns	Vacancy
3	02-Aug-2023	126	ORANGE PARK HS	V	Vacancy
4	02-Aug-2023	126	ORANGE PARK HS	L	Vacancy
5	09-Aug-2023	126	PLANTATION OAKS ELEM	F	Vacancy
6	08-Aug-2023	126	PLANTATION OAKS ELEM	F	Vacancy
7	09-Aug-2023	126	ORANGE PARK HS	C	Vacancy
8	10-Aug-2023	126	S BRYAN JENNINGS ELM	B	Building Sub
9	10-Aug-2023	126	LAKE ASBURY ELEM	H	Building Sub
10	10-Aug-2023	126	OAKLEAF HS	P	Building Sub
11	10-Aug-2023	126	FLEMING ISLAND HS	C	Building Sub
12	10-Aug-2023	126	PLANTATION OAKS ELEM	D	Building Sub
13	10-Aug-2023	126	GROVE PARK ELEM	T	Building Sub
14	10-Aug-2023	126	FLEMING ISLAND ELEM	K	Building Sub
15	10-Aug-2023	126	THUNDERBOLT ELEM	N	Building Sub

"Teacher Vacancy Report" -- an example of custom reporting Kelly Education provides to CCDS HR





Your Kelly Education team is always available to assist District administration in getting any reporting that it deems necessary. We offer extensive reporting using our Power BI technology. It allows us to share the historical or real-time information you need in countless ways through **custom reporting, available on demand**. We can provide these reports monthly, weekly, or even daily. Our analytic capabilities are best-in-class, and we know the insights they offer make a difference in the day-to-day operations of our clients, particularly for large districts like CCDS.

See additional details on our reporting capabilities in Section 4: Approach / Scope Specifics on page 69.

Make every reasonable effort to provide substitutes when requested by CCDS as well as provide substitutes that possess the specific, specialized expertise and professional competence to the areas being requested for coverage.

Kelly Education will fully comply with this requirement.

We provide around the clock support, using several Kelly Education resources and offer multiple ways to contact us via phone, email, or online to make same day or last-minute requests. We make every possible effort to ensure you have substitutes where and when you need them:

- **Frontline Education’s Absence Management Solution:**

Frontline is available via the internet 24 hours a day, seven (7) days a week, to document absences and assign substitute employees up to one hour before your school’s scheduled start time.



- **Dedicated Account Manager and Local Kelly Education Team:** Angela Orvis is your dedicated Account Manager and your first point of contact for same day or last-minute requests when needed. In addition, the rest of our local Kelly Education team supporting CCDS is available Monday through Friday, 8:00 am to -5:00 pm EST. We can also incorporate early/late or emergency hours of operation—including weekends—to support specific needs of the district.

Pleasant, responsive, and works with us very well on finding placement of subs as needed. Have had several long-term subs through them with great satisfaction.

Robin Henson
AMIKids



- **Kelly Education Fulfillment Center:** This team provides live support to District personnel and substitute staff. While approximately 75% of absences are filled electronically via our absence management technology, the remaining 25% (often last-minute openings) need a personal touch to get qualified talent into the classroom. All absence requests made within one hour before the start of school are filled by this team that constantly monitors absences (especially last minute or emergency) and contacts available staff to fill the roles. They are available before, during, and after school hours.



Fulfillment Center Feedback

CCDS Team Members on Center Leader, Amanda Spooner

I want to take a moment to tell you what a pleasure it has been over the past few years to work with Amanda Spooner. Amanda has done an exemplary job in meeting our needs of filling vacancies for our teachers and staff . . . When speaking to her on the phone, which happens frequently, she has a positive attitude and is prompt to solve any problems we may be having. Amanda is an asset to Kelly Services and I look forward to continuing to work with her.

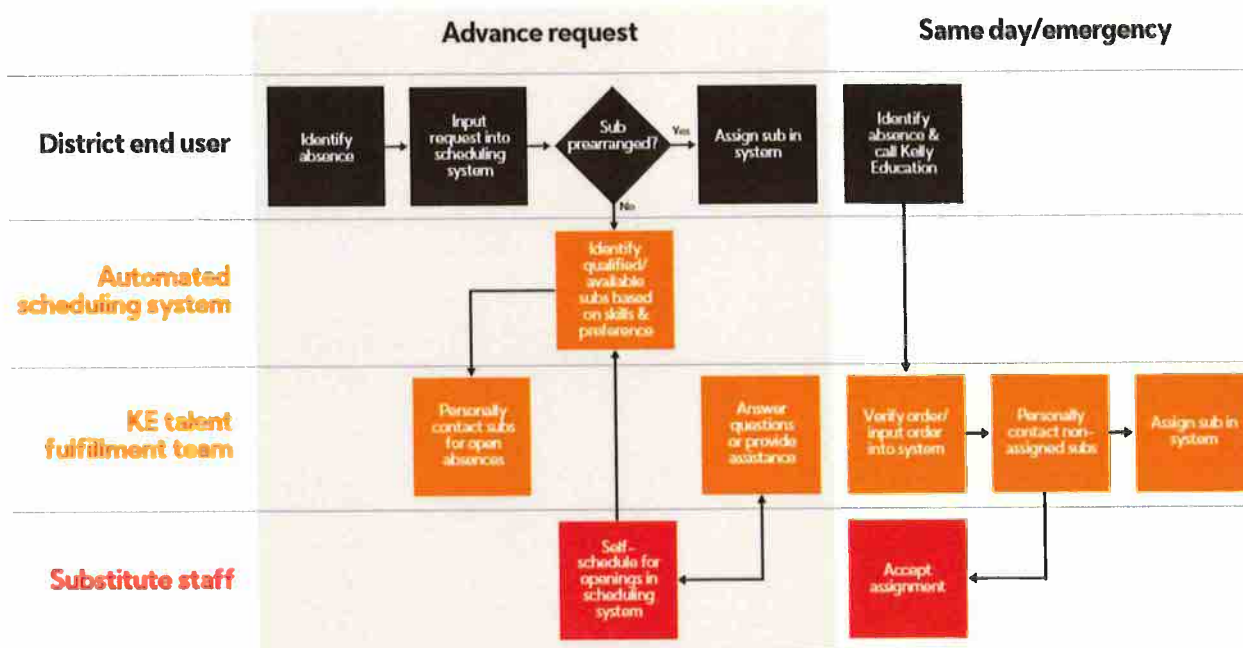
Mark McKinney
Clay County School District

I have been working with Amanda since 2013 when we first converted to Kelly Educational Staffing to obtain instructional and support substitutes. I first worked with her at the school level and now in Human Resources. Amanda is not only professional, she goes above and beyond to be accommodating in every situation. She has been instrumental to me this summer and last in making sure every teacher and support person in the district has access to Kelly . . . I have worked with her in several last minute or tricky situations. She always takes the extra time needed to resolve the issue in a professional and timely manner.

Jane Thompson
Clay County School District



The process flow below depicts the key steps for planned and unplanned absences:



Screening to ensure Substitutes meet CCDS Requirements

CCDS can be assured that Kelly Education will always provide substitutes that possess the specific, specialized expertise and professional competence to the areas being requested for coverage. During our hiring process, we evaluate each candidate's skills, experience, work history, and fit with CCDS so that every employee meets our standards and earns your approval. Kelly Education works with your District to develop a screening process that aligns with your requirements to enable effective skill-matching. In addition, our automated absence management and tracking system includes a Skills Matching feature, only allowing substitute employees to view positions for which they are qualified, providing you peace of mind that the right substitute employees are filling your positions.

In addition, Kelly Education maintains the necessary checks and balances within our processes to assure that all substitute employees, whether a teacher or teacher assistant, meet the state and CCDS criteria necessary for substituting. We monitor compliance of fingerprinting, permits, licensure, and background screens for all employees.

A+ Reviews



Mr. Tobler is an exceptional guest teacher who goes above and beyond in helping Grove Park Elementary. He is our building guest teacher for this school year, which makes his second year with us. With great flexibility, Mr. Tobler is more than willing to step into any classroom from Kindergarten to 6th grade with stride, no matter if he is the guest sub for the day or to simply support a teacher. He is always willing to assist with lunch duties and make sure our students are safe at all times. Mr. Tobler is not only great with the students but he has built a great rapport with all the Grove Park Elementary teachers and staff. We are happy that he is part of the Grove Park family.

Josephine Roquemore
Clay County School District





Require assigned employees to protect CCDS proprietary and/or confidential information when applicable.

Kelly Education will fully comply with this requirement.

Protecting our customers' right to privacy is of utmost importance to us. We recognize that CCDS possesses proprietary and/or confidential information to which our assigned employees may have access while on assignment. Our substitute employees are informed that unauthorized disclosure of your confidential information is unethical and unacceptable. We require our employees to sign an acknowledgement on our application of employment. This acknowledgment stipulates that our employees not disclose or retain possession of confidential or other proprietary information unless properly authorized by our customer.

Affirm that vendor shall follow CCDS's process for investigating and managing concerns emerging from allegations of substitute misconduct, performance issues and incidents.

Kelly Education will fully comply with this requirement and continue to follow CCDS's process.

As the Employer of Record, we handle all employee relations issues with our substitute employees. For investigating and managing concerns emerging from allegations of substitute misconduct, performance issues and incidents, we work in partnership with District personnel, principals, and administrators to ensure compliance with CCDS and state of Florida directives. **Please note that if a critical situation arises in the classroom, the principal has full authority to remove the substitute employee from the school. Upon informing Kelly Education, we will investigate the situation and take appropriate action.**



Our commitment to quality includes promptly investigating any formal complaint or report regarding a Kelly Education employee's performance, conduct, or professionalism. We have a formal incident reporting process that is managed by our Global Security & Investigations (GS&I) team at Kelly's corporate headquarters. GS&I maintains a 24-hour, first-level response hotline for incident reporting by any Kelly Education customer or employee and will promptly engage second level corporate resources and/or outside professional agencies, as required.



A+ Reviews

Michelle [Sutton] is a reliable sub who you can count on to be thorough. She leaves detailed notes about the day and includes information about the lesson(s) as well as the behaviors. She will also address any misbehaviors effectively and efficiently so that when I return I don't have to rehash it. She is amazing!

Stacey Johnson
Clay County District Schools



Provide an alternate employee for CCDS should CCDS deem the assigned one unfit.

Kelly Education will fully comply with this requirement.

If for any reason CCDS deems an assigned employee unfit, CCDS simply notifies Kelly Education, and we will exclude the employee from returning. Within Frontline, Kelly Education has the ability to exclude employees from specific classrooms, grade levels, school buildings, or an entire school district. In addition to the tool functionality, our staff monitors the exclusion lists for compliance.

Although Kelly Education strives to always deliver the highest quality of service, we recognize that situations will occasionally arise that lead to a customer issue or concern. We believe that the prompt resolution of these concerns is key to maintaining your confidence in our service.

Kelly Education wholeheartedly stands behind our commitment to providing only the highest quality employees to be assigned to CCDS. **Every assignment through Kelly Education is backed by the Kelly Guarantee:**

The Kelly® Education Guarantee:

Kelly Education guarantees that the Kelly employees assigned to Clay County District Schools shall satisfactorily perform the services ordered by the District. Upon reasonable notice from the District, Kelly Education will arrange for a replacement employee and/or cancel all charges for unsatisfactory services.

Provide other staffing solutions or modifications as required by CCDS.

Kelly Education will fully comply with this requirement.

Our customized solution for the District is meant to grow and evolve with CCDS's needs. We are always prepared to pivot when needed to expand, improve, or change our service. As the only true human capital company in the education space, we will continue to support your schools both inside and outside of the classroom as we have done throughout our partnership. In the past years, we have added custodian, food service/cafeteria assistant, and ECE positions in addition to the implementation of Building Substitutes.

As the District's needs evolve, we can also staff positions such as **administrative assistants, clerks, media specialists, literacy specialists, nurses, bookkeepers, finance specialists, librarians, tutors, and much more.** We also support several specialties in the education space with our **Tutoring Solutions** and **Pediatric Therapeutic Services.**





Tutoring Solutions

Kelly Education delivers high-impact tutors who drive transformative academic interventions through 1:1 and/or small group in-person sessions to help districts and schools bridge learning gaps. We partner with districts to help their busy teachers extend their classrooms by delivering vetted, trained, and top-performing tutors for high-impact, personalized, and transformative tutoring sessions that bridge learning gaps and accelerate student progress.

Extend your K-12 classroom with Tutoring Solutions.

Kelly Education

We take care of recruiting, vetting, training, and supporting tutors so you can focus on core instruction.

Whether your goal is course recovery, learning acceleration, or preparation for next grade levels, Kelly Education delivers high-quality, consistent, culturally competent tutors who produce transformative academic interventions across all subject areas and grade levels.



Pediatric Therapeutic Services (PTS)

Kelly Education |  PTS

In 2022, Kelly Education acquired Pediatric Therapeutic Services (PTS), a white-glove staffing solution providing state and federally mandated in-school services and therapies. PTS has provided occupational therapists, physical therapists, speech language pathologists, and mental and behavioral health professionals to districts like CCDS since 1998. They have led the way for innovating how school-based therapies are accessed and delivered, helping countless students grow to better access their education.

PTS is the only staffing partner that provides, as a core part of every solution, a **Clinical Director** who oversees the services and liaises directly with the district. **This expert supervising clinician will be dedicated to your district.** They will meet regularly with your team to discuss goals and strategize solutions. They will also offer supportive services such as our Capable Classroom curriculum, which can be implemented by non-clinical school personnel to reduce referrals, manage costs, and lessen the need for more intense interventions. Additionally, your dedicated Clinical Director can share parent resources, help with compliance monitoring, and recommend teacher training.

We would be pleased to connect you with our PTS team to hear more about the way that we can support your therapeutic services. It's one more way that Kelly Education shows up as your collaborative partner to move every student forward.



School Nurses

Substitute school nurses are more than just stand-ins as licensed medical professionals; they provide crucial medical care to students. Their responsibilities extend beyond simply taking temperatures and administering medicine. They also support students during emergencies and help them manage chronic medical conditions such as diabetes, asthma, and allergies. Kelly Education staffs these key positions in many of our district schools.

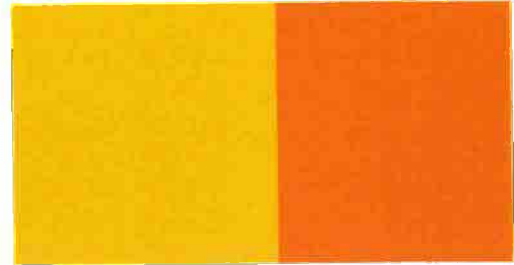
Confirming that all our school nurses' credentials are up-to-date and in good standing is key to caring for students, ensuring talent compliance, and protecting Kelly Education. We have a centralized credentialing team to help make sure all school nursing credentials (license, CPR card, etc.) are in order. This team also ensures that any expiring credentials, testing, and trainings are renewed, as required by law, school district and/or Kelly Education policy.



See the next page for details on our partnership with Enterprise City Schools, just one of the many districts where we staff school nurses.

School nurse staffing partnership keeps Alabama district healthy.

Kelly Education



District feels impact of nursing shortage.

Enterprise City Schools (ECS), located in southern Alabama, educates 6,500 students in ten schools and employs a dedicated team of 850 faculty and staff, including 12 full-time school nurses.

Just as the pandemic took a toll on educators, it also severely impacted the nursing workforce across the nation. As a result of the shortage, when school nurses need time off, finding replacements has become even more difficult. To that end, ECS relies on its substitute staffing partner, Kelly Education®, to recruit, vet, hire, and schedule the district's short- and long-term substitute school nurses.

Assistant Superintendent, Dr. Patrick Cain, is impressed by Kelly Education's commitment to maintaining the district's high standards while ensuring a seamless transition of certified nurses to various openings across the district.

School nurse duties don't take a day off.

Substitute school nurses in Enterprise are more than just stand-ins; as licensed medical professionals they provide crucial medical care to students. Their responsibilities extend beyond simply taking temperatures and administering medicine. They also support students during emergencies and help them manage chronic medical conditions such as diabetes, asthma, and allergies.

"Substitute nurses are crucial to our day-to-day operations," says Sheree Hardrick, the Federal Programs Director for ECS. She says the eight substitute nurses from Kelly Education fit in with the culture of the district.

They have become familiar faces supporting students at athletic practices and games, band camps, and field trips that require student medical needs. She says they have been an extra set of hands during eye exams and scoliosis screenings.

Licensing and certification mean quality substitute nurses.

"When our full-time nurses can't be here, we count on Kelly Education to provide us with nurses who have the expertise needed in our schools to support the health and well-being of our students," says Cain.

Cain says the rigorous certification process for school substitute nurses takes significant resources and Kelly Education is top-notch when it comes to compliance. The company completes a comprehensive 22-page document that verifies the nurse's registered LPN or RN license, proper vaccinations, CPR certification, background checks, and fingerprinting.

The substitute nurses complete OSHA and HIPAA training. Finally, Kelly Education requires that nurses pass the company's own proprietary training during the onboarding process that focuses on competencies for modern school educators.

Kelly Education has successfully managed the district's substitute workforce – including teachers, paraeducators, nurses, office workers, and custodians – for the past five years. ECS returned to Kelly Education in 2019 after competitors did not match up to Kelly's level of commitment to quality in school substitute staffing services.

Superintendent Dr. Zel Thomas praised the partnership, stating, "Kelly Education is responsive and provides top-quality talent." He said the partnership exemplifies the possibilities of combining quality healthcare and education, ensuring students' well-being in a supportive, nurturing environment.

Challenge:

District lacked resources to find and vet qualified substitute school nurses.

Solution:

A dedicated team focused on compliance in recruiting, training, and managing substitute nurses.

Result:

Near 100% coverage with reliable, certified nursing professionals.

   [kellyeducation.com](https://www.kellyeducation.com)

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Section 4: Approach / Scope Specifics

Website

- **WEBSITE** – Company website will be linked to CCDS Human Resources site. Describe in detail the information that will be shown on the proposer’s website, along with any functionalities that may be available for temporary staffing at CCDS.

Kelly Education currently complies with this requirement. **Our website is linked and will continue to be linked with the CCDS Human Resources site.**

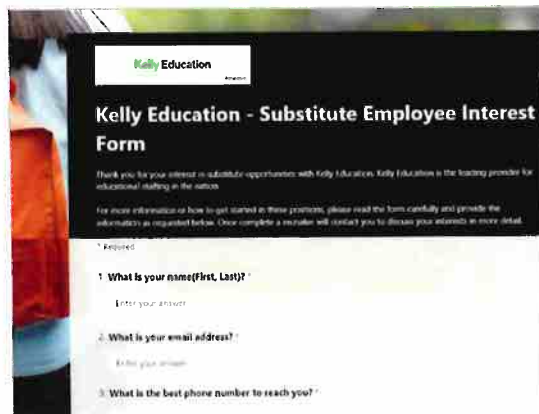
In order to elevate our partnership with CCDS, we have created a customized page on our larger corporate site to ensure that we are optimizing SEO and engaging with as many prospective substitutes specifically interested in working at Clay County Schools as possible.



Kelly Education built this website to serve all CCDS candidates

Those interested in working at Clay County Schools can also apply directly from **myKelly**, our intuitive, simple, and easy to use job portal (see screenshots below). The applicant fills out our **“Substitute Employee Interest Form”**. The form gets submitted to our team of expert education recruiters and the candidate is contacted.

The CCDS website is also directly linked to the Kelly Education website to ensure all prospective candidates interested in working at Clay County Schools know exactly where to go.



This form captures prospective substitute educators on our myKelly job portal



Kelly Education opportunities displayed on the CCDS website



Badging, Fingerprinting, background checks, drug testing, and verification of certifications/degrees

- **BADGING** – Only after fingerprint and background checks, shall badges be issued by CCDS to those substitutes/assigned employees that passed. No substitute/assigned employee shall be assigned to any sites or jobs prior to receiving a badge.

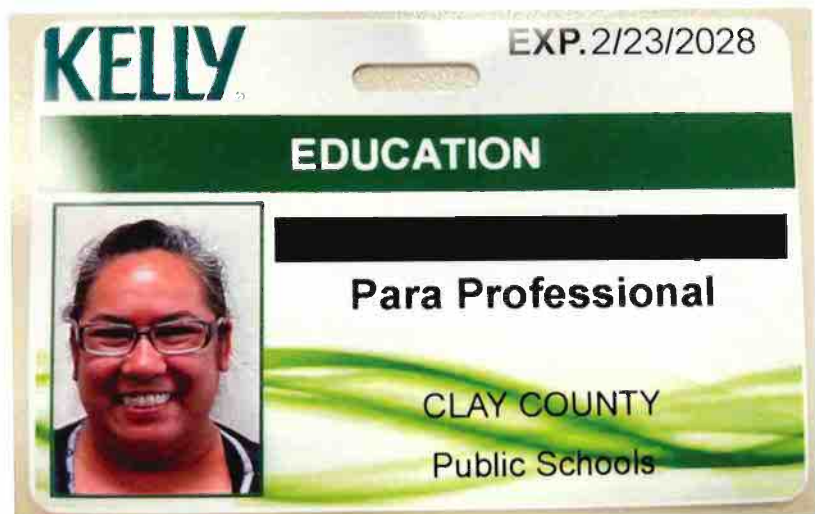
Explain in detail the process to be used for:

- **Fingerprinting**
- **Background Checks**
- **Drug Testing**
- **Verification of Certifications / Degrees**

As your current staffing partner, Kelly Education already has proven processes in place for badging, fingerprinting, background checks, drug testing, and verification of certifications/degrees. See details below:

Badging Process

Kelly Education will continue to offer CCDS a photo ID badge system for the identification of substitute employees, **at no cost to the District**. With this badging system, each substitute employee will be photographed and badged using Datacard software and badge equipment. To maintain the integrity of the hiring process, the candidate will not receive the badge until they have passed fingerprinting and background checks. The badge will be released once they are officially hired and activated in our scheduling system. In addition, each badge includes proof of background clearance.



Kelly Education currently provides this badge for each substitute at CCDS at NO COST to the District.



Fingerprinting Process

As part of our hiring process, state-required fingerprinting is completed for all employees assigned to CCDS. In our current process, we follow the state and District-required fingerprint screenings and will continue to do so going forward. **See page 26 for details on the various options we offer our employees to facilitate this process and make it as convenient as possible.**



A Kelly Education new hire signing up for fingerprints during a hiring fair.

Background Check Process

Kelly Education has a stringent and mandatory background check process in place that allows us to be diligent about the employees we assign to work in your schools. All potential employees go through our complete hiring process that includes criminal background checks and fingerprinting to meet Jessica Lunsford requirements, National Sex Offender Registry checks, and any additional screening required by CCDS and the state of Florida. Kelly Education will only assign an employee to your schools after they have passed all required background checks in accordance with applicable laws.



Welcoming new substitute educators for CCDS at our local office.



Thanks to our years of experience hiring substitute employees in Florida, we understand the importance of an efficient and quick time-to-hire process while ensuring state compliance does not suffer. You can be confident that we have proven processes in place to make sure that every Kelly Education substitute meets all state standards and has been fully screened in accordance with the strictest standards in the industry.

Drug Testing Process

Currently for CCDS, drug testing is required for teacher assistants, custodians, and food service workers. It is completed using an oral swab in the Kelly Education office. We perform a 10-panel Oral Tox Drug Screen where the results are documented in the candidate's personnel record. Notably, candidates are assigned to CCDS only upon successful completion of the drug screening, ensuring a thorough and compliant selection process.



We can take new hires from interview to badge photo in our local office.

Verification of Certifications / Degrees

Verification of certifications and degrees is part of our hiring process. Once candidates pass the initial interviews and sign a release, we obtain any required official transcripts to verify education.





Training

- **TRAINING** – Discuss any training that may be required prior to assigned employee onboarding with CCDS. Include any trainings required from the district as well as any trainings given by the firm.

Kelly Education has designed a specific onboarding curriculum for each role at CCDS that includes **pre-hire training and assessment, post-hire (paid) orientation, and access to ongoing professional development.**

Role-Based Pre-Hire Training and Assessment

All Kelly Education substitutes must complete our proprietary, research-based pre-hire training prior to placement at CCDS. Our mandatory **Smarts™ Training Program** contains role-specific custom content for key positions we serve—covering the insights and skills that educators and staff need to succeed in their work—along with assessments that must be passed.



We offer the pre-hire training in-person as well as through our virtual training platform at no cost to our substitute employees.

'Smarts™' Training

This exclusive training was developed in conjunction with education experts and uses research-based content, including practical experience from former educators and administrators, to help our employees maximize student learning. Once each training is completed, the employee received a **certificate of completion, as shown.**

- **ClassSmarts™** for instructional talent
- **ParaSmarts™** for talent working with students with special needs and students who are English Language Learners (ELL)
- **ChildSmarts™** for early childhood educators
- **CustodialSmarts™** for sanitation roles
- **FoodSmarts™** for food service roles








Employees receive a Certificate of Completion of ClassSmarts training





Our position-specific training courses cover the key areas for each title so you can be confident that your openings are covered by trained professionals.

 <p>ClassSmarts</p> <ul style="list-style-type: none"> • Ages, Grades & Developmental Stages • Working with Paraeducators • Reliability, Flexibility, Self-Control • Ethics of Teaching & Diversity • Legal Obligations • CAPTA, FERPA, HIPPA • Erlin's Law • IEPs • Accommodations & behavior plans • Title IX • Social Behavior Guidelines • S.A.F.E. Touch – Contact Policy • Learning Technology • Preparing For and Starting the Day • Classroom Management • Policies & Best Practices • Student & Personal Safety • Dismissal & Finishing the Day 	 <p>ParaSmarts</p> <ul style="list-style-type: none"> • Roles & Responsibilities • School Environments • Ages, Grades & Developmental Stages • Universal Expectations • Ethical Teaching & Diversity • Legal Obligations; Child Abuse Prevention & Treatment Act (CAPTA), HIPAA, FERPA, IEP's • Title IX • Special Education Concepts & Misconceptions • Inclusion • Policies & Expectations • S.A.F.E. Touch – Personal Contact Policy • Starting & Ending the Day • Supporting Learning • English Language Learners (ELL) • Managing Behavior • Student & Personal Safety 	 <p>ChildSmarts</p> <ul style="list-style-type: none"> • Duties & Responsibilities • Supervision & Ratios • Typical Day/Credentials • Promoting a Safe Environment • Hand Washing • Diapering • Allergies/Feeding • SUIDS & Shaken Baby • First Aid and Emergency Procedures • Mandated Reporting • Behavior Guidance Policy • Drug & Alcohol Policy • Key Policies 	 <p>CustodialSmarts</p> <ul style="list-style-type: none"> • Managing Your Schedule • Getting Paid • Bloodborne Pathogens • Universal Precautions-Controlling BBP Exposure • Exposure Control Plan • Positive Work Environment • Safety on the Job • Security & Emergencies • On the Job Incidents • Perks and Benefits 	 <p>FoodSmarts</p> <ul style="list-style-type: none"> • Time/temperature Controlled Foods for Safety (TCS) • Food Stations of Responsibility • Importance of School meals • Work Environment/Station • About National School Lunch Program (NSLP) • Health & Hygiene on the Job: receiving, storage, prep, cooking, holding, serving & cooling food • S.A.F.E. Touch – Student Contact Policy • Role-specific scenarios • Managing behavior
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CCDS Post-Hire Orientation

All newly hired academic instruction and non-instruction employees complete a customized orientation program. **Unlike many of our competitors, this post-hire orientation is fully compliant with wage/hour regulations---AND we absorb the cost.**

Topics include:

- District Policies & Procedures (e.g., Dress code, arrival/dismissal requirements, etc.)
- Kelly Education Policies & Procedures (e.g., Employee Handbook, Working with Kelly Education, Harassment, Safety, Equal Employment, Drug-Free Workplace, Workplace Violence, Code of Ethics, Benefits, Timekeeping, Payroll, Employment Expectations, Standards of Professional Conduct, etc.)
- Incident Reporting
- Assignment Cancellation Policy
- Frontline Usage & Functionality
- Any state-specific topics or other customized topics for CCDS





Ongoing Professional Development Opportunities

Not only do we hire the right people, but we offer opportunities over their careers to develop both professionally and personally. When employees can build the skills to successfully move into high-value roles, they become a renewable resource that can quickly retool for what's next. **Our instructional design team includes experienced former teachers, industry experts, and administrators** who help identify learning trends in the field of education. Our team has access to the latest and most up-to-date training in critical school safety, compliance, and special education-related areas that allows our employees to continue developing their professional skills.

Live Events

While the ease and convenience of self-led virtual e-learning modules benefit our employees throughout their onboarding and tenure as an employee, **Kelly also offers a wide array of live, instructor-led webinars and development opportunities.** It's a great opportunity to help substitute educators develop new skills, and it offers real value when it comes to retaining them. Each year, thousands of Kelly employees (and clients!) attend and benefit from these instructional live events.

Our live, instructor-led focuses on inclusionary teaching methods that benefit not only those who work in special education but are also relevant to traditional K-12 employees. Our webinar sessions change monthly and include sessions such as Special Education Workshop, Focus on LD/ADHD, Focus on Emotional Behavioral Disability, Autism Spectrum Disorder and Best Practices: Working with students with Autism.

We also offer live events that focus specifically on PreK-12 educators, with sessions on classroom management, communication, and much more.

Online Opportunities

As part of our ongoing commitment to providing exceptional support to our Clients and Talent, all Kelly Education employees have access to free online professional development and training courses through our virtual university, the **Kelly Education Learning Center (KELC)**. This online proprietary learning platform empowers our Talent with the knowledge and skills they need to excel in their roles. Our Talent has access to over 40 courses and webinars designed specifically for them!

Webinar Schedule February 2023

Kelly Education and Teachers On Call (TOC) continue to expand our training & professional development offerings to our talent and clients. This series of free virtual instructor-led webinar events covers various education topics.



Whether you are new to working in education or have served for a while and looking to refresh your knowledge, we have something for you! Please view the dates & topics below and click the **register** link for any session to secure your virtual seat!

All listed opportunities are unpaid, optional professional development designed to help improve your skills working in the classroom.

New Substitute Webinar (90 mins) - Covers what you can expect as a substitute, what you need to bring with you, basic responsibilities, and more! You will walk away from this session with the information you need to work as a substitute teacher or paraprofessional! Available Sessions: Thursday, February 9 from 6:00pm-7:30pm (Central)/7:00pm-8:30pm (Eastern)

Classroom Management Workshop (2 1/2 hours) - Whether you are a teacher or paraprofessional, each student has varied reasons that contribute to inappropriate classroom behavior and can provide a challenge to the learning environment. In this

From our substitute newsletter, outlining live training opportunities.



Sam leading one of our live training sessions on PBIS.





Timekeeping / Payroll

- **TIMEKEEPING / PAYROLL** – Proposer shall describe its administrative and management approach to providing its technology system for recording, timekeeping, maintaining and reconciling invoices generated by the substitute coverage. This may include any and all software or web-based software utilized to facilitate services and recordkeeping.

As the Employer of Record, Kelly Education handles every aspect of the payroll process for our employees. We manage employee timekeeping, approvals, and recordkeeping through Frontline. **Our in-house payroll center ensures that employees are paid promptly and accurately.**

Timekeeping Feature in Frontline

Leveraging the timekeeping feature in Frontline, allows our substitute employees to input their time in the same scheduling system they use every day. It is quick, easy, and eliminates the need for paper timecards. School personnel can print daily sign-in sheets from the system, allowing substitute employee to sign in/out each day for documentation. Frontline timekeeping is integrated with Kelly Education's payroll systems for efficient and accurate payroll.

We pay our employees weekly for the hours worked the previous week. When a District teacher or administrator enters an absence into Frontline, the system automatically populates the absence with a start and end time, so the information is available to the substitute employees when they review the assignment. Substitute employees are responsible for documenting their daily time in Frontline.

Approving time is quick and easy for your team. The designated timecard approver for each school receives an email notification with a link to log in and view all completed timecards submitted for their school from the previous week. Approvers just click to approve or reject time. If action is not taken on the time documents by 11:59 p.m. on Tuesday, the documents will be system-approved to allow us to remain compliant with wage/hour laws. All approved time documents are sent electronically to our in-house payroll department for processing.

Payroll Process

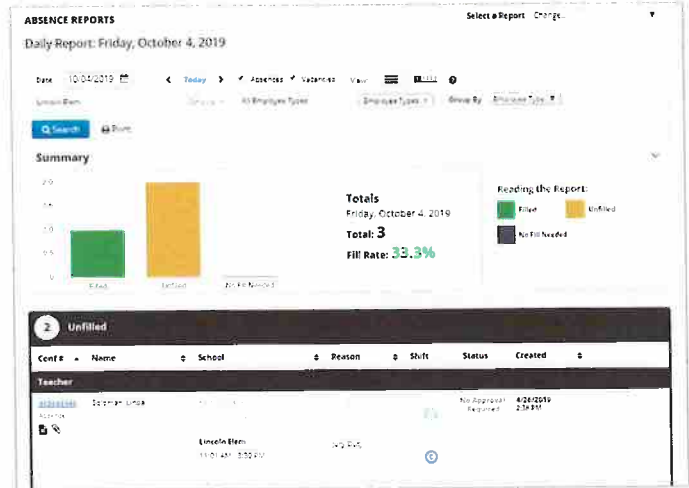
During implementation, we load Frontline with the approved pay rates, differentials, and credentials as defined by the District, which we have already done for SSBC. The process also includes creating profiles for our substitute employees that assigns a pay code to each substitute employee based on their credentials. These pay codes only allow the employee to be paid at the District-defined pay rate, which leads to accurate payroll and billing.

The steps for employees entering their time and the District approving time are detailed above. Kelly Education processes payroll each week, deducting appropriate federal and state taxes from the employee paycheck and managing all required tax reporting.



- a) Description may include any aspects of the program that might differentiate between a true absence as opposed to the teacher being involved in a school-related activity outside of the classroom that may be for a few hours.

Kelly Education manages this process through the logging of **Absence Reasons** in Frontline. Currently, CCDS can select "Temp Duty Elsewhere" in Frontline to differentiate between a true absence as opposed to the teacher being involved in a school-related activity outside of the classroom that may only be for a few hours. Additionally, all absences entered can be marked as "No Sub Needed" as well. Frontline also has an option for half and full-day absences to accommodate requests of less than a full day.



- b) Explain how firm verifies timecards.

As previously mentioned, Kelly Education uses the automated timekeeping feature that is resident in Frontline for substitute employees to input their time. It is quick, easy, and eliminates the need for paper timecards. School personnel can print daily **sign-in sheets** from the system, allowing substitute employee to sign in/out each day for documentation. CCDS can also compare Kelly Education invoices with attendance records that can be accessed through reporting from our scheduling system, Frontline.

ABSENCE REPORTS Select a Report Change

Substitute Sign In

Date Range: 10/04/2019 - 10/04/2019 | Absences | Vacancies | Lincoln Elem | Jobs

All Employees: Employees | All Employee Types: Employee Types | All Substitutes: Substitutes

All Absence Reasons: Absence Reasons | All Vacancy Profiles: Vacancy Profiles | Order By: Date | Employee

Print with Page Breaks

1 Substitute Sign In

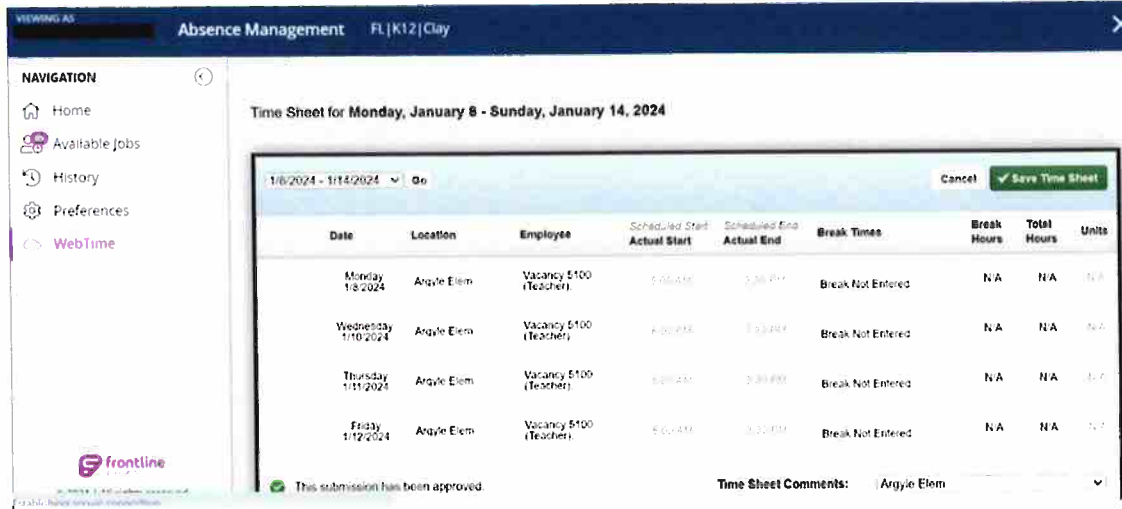
Substitute	Signature	Start/End	Employee	Conf. #
Friday, October 4, 2019				
Ell Hamilton Lincoln Elem	X	Full Day 00:00 AM - 02:30 PM Absence Reason: Sick	Gladwin Maxwell Teachers & de Paraprofessionals	365591443



c) Proposer shall include a sample of timecards and invoices, which shall show all pertinent information in a concise manner.

As previously mentioned, the timekeeping feature resident in Frontline eliminates the need for paper timecards. Regarding invoices, Kelly Education provides consolidated invoicing to CCDS with all pertinent information displayed in a concise manner.

See sample timecard (from Frontline) below:



See sample invoice below:

SCHOOL	FULL TIME TEACHER	REASON FOR ABSENCE	SUBSTITUTE TEACHER	SUBSTITUTE TEACHER	ACCOUNTING CODE	EIN	DATE	BILL RATE	REGE UNITS/HR	OVERTIME UNITS/HR	SALES TAX	BILLED AMOUNT	REFER
ADULT & COMMUNITY ED	GARLAND, JENNIFER	PERSONAL LEAVE	KENNETH	K. MEYER	*004002000004400		03/04/2023	20.00	7.25	0.00	0.00	150.00*	43
ADULT & COMMUNITY ED	OPEN POSITION - TEAC	(VACANCY POSITION)	FERNANDO	FJRVVERDS	*9999999999999999999	*9999	10/05/2023	19.06	4.00	0.00	0.00	76.24*	43
AMKIDS-CLAY	VACANCY 5100 (TEACH-E	(VACANCY POSITION)	MARDA	MG DAVIS	*9999999999999999999	*9999	10/04/2023	25.90	7.00	0.00	0.00	161.30*	43
AMKIDS-CLAY	VACANCY 5100 (TEACH-E	(VACANCY POSITION)	MARDA	MG DAVIS	*9999999999999999999	*9999	10/07/2023	25.90	7.00	0.00	0.00	161.30*	43
AMKIDS-CLAY	VACANCY 5100 (TEACH-E	(VACANCY POSITION)	MARDA	MG DAVIS	*9999999999999999999	*9999	10/09/2023	25.90	7.00	0.00	0.00	161.30*	43
AMKIDS-CLAY	VACANCY 5100 (TEACH-E	(VACANCY POSITION)	MARDA	MG DAVIS	*9999999999999999999	*9999	10/10/2023	25.90	7.00	0.00	0.00	161.30*	43
AMKIDS-CLAY	VACANCY 5100 (TEACH-E	(VACANCY POSITION)	JANETTE	JR NADDAF-DCDDG	*9999999999999999999	*9999	10/04/2023	25.90	7.00	0.00	0.00	161.30*	43
AMKIDS-CLAY	VACANCY 5100 (TEACH-E	(VACANCY POSITION)	JANETTE	JR NADDAF-DCDDG	*9999999999999999999	*9999	10/05/2023	25.90	7.00	0.00	0.00	161.30*	43
AMKIDS-CLAY	VACANCY 5100 (TEACH-E	(VACANCY POSITION)	JANETTE	JR NADDAF-DCDDG	*9999999999999999999	*9999	10/06/2023	25.90	7.00	0.00	0.00	161.30*	43
AMKIDS-CLAY	VACANCY 5100 (TEACH-E	(VACANCY POSITION)	JANETTE	JR NADDAF-DCDDG	*9999999999999999999	*9999	10/08/2023	25.90	7.00	0.00	0.00	161.30*	43
AMKIDS-CLAY	VACANCY 5100 (TEACH-E	(VACANCY POSITION)	JANETTE	JR NADDAF-DCDDG	*9999999999999999999	*9999	10/09/2023	25.90	7.00	0.00	0.00	161.30*	43
ARGYLE ELEM	ARMENTA, JESSICA	PERSONAL LEAVE	ROSE	R ARMALIN	*005101200001000000		10/04/2023	19.06	3.50	0.00	0.00	66.71*	43

d) CCDS utilizes the Business Plus platform. Proposer shall indicate compatibility with CCDS platform, if applicable.

In our current partnership with CCDS, Kelly Education's instance of the Frontline Absence Management system is 100% compatible with CCDS's Business Plus platform and is currently integrated today. As part of Kelly Education's services, we will continue to maintain this integration on behalf of CCDS to ensure it operates effectively and efficiently.



Reporting

- **REPORTING – Proposer shall provide reports to CCDS to assist in the monitoring of the program. Proposer shall describe its administrative and management approach to providing comparative reports to CCDS to include but not be limited to:**
 - a) **Total Filled Absences / Vacancies**
 - b) **Fill Rates Percentage**
 - c) **Customized Weekly and Monthly Fill Rate Reports**
 - d) **Absences Filled with a BA/BS Degree**
 - e) **Incident Reporting Rating**
 - f) **Cost Comparison Analysis Year Over Year**

Contractor agrees to provide reports as requested by CCDS or on a reasonable schedule (i.e. monthly) as agreed upon by CCDS and Contractor. Contractor further agrees to provide any additional reasonable report not listed that may be of interest or importance to CCDS.

Kelly Education will fully comply with these reporting requirements. We have the capabilities to provide all the reporting listed here and more.

As part of our solution, we provide comprehensive, on-demand and scheduled reporting through Frontline and our Power BI technology. We also provide customized reporting like the **“Teacher Vacancy Report”** to CCDS HR that shows all long-term Teacher, Vacancy, and Building Substitute positions at any requested time.



Frontline Reporting

On demand reporting will continue to be available to CCDS through Frontline. In order to help administrators at every level understand what’s happening on a day-to-day basis, as well as to interpret trends, extensive reporting is built into Frontline. Your Kelly Education team is here to help your district get what they need from these reports when you need them.

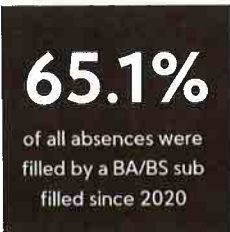
The following is a high-level overview of the reports that are available on-demand:

- **Daily Report:** The Daily Report is the most widely used report in Frontline. This report lists all absence information for a specific day shown in three sections: Unfilled, Filled, and Substitute Not Needed absences. The report can be run for any day of your choosing and can be filtered by several different options.
- **Day of the Week Absence Analysis:** This report shows a graphical representation of absence reasons used on each day of the week. The report can be run for a date range up to 92 days for all employees and up to 365 days for an individual employee. The report can be filtered by: Type (Absence or Vacancy), Employee Name, Vacancy Profile Name, Location, or Employee Type.



88,151

absences filled by subs with BA/BS



- **Absentee Report:** This report has the same information as the Daily Report, but it allows for a date range to look at trends. The report can be filtered by: School, Type (Absence and/or Vacancy), Employee Name, Absence Reason, and Employee Type.
- **Absence Approval Status:** In this report you can view absences that require approval for a specific date range and their status. You can filter the report by: Location, Employee Name, Absence Reason, and Status.
- **Absence Call History:** While viewing an absence, the Call History tab allows you to view which substitute educators were called by absence management, which substitute educators called into absence management, and the outcome of those calls for a specific absence.
- **Absence Monthly Summary Report:** This report shows a monthly calendar showing the absence stats on each day. At the top of the report, simply choose the month and year you would like to view. Weekly totals are shown at the bottom of the report. This report can be filtered by: Location, Employee Type, and Type (Absences or Vacancies).
- **Substitute Sign-in:** This report is designed to be a sign in sheet for the substitute educators, including blank lines for their signatures. This report shows what substitute educators will be coming in and what absence they are filling. The report can be filtered by: Location, Absence/Vacancy, Employee Name, Absence Reason Type, Employee Type, and Date.
- **Absence Interactive Report:** Information and statistics from our scheduling system that you can pull for a requested date range (up to 365 days). This powerful report offers users multiple options to sort/group data based on your needs and can be downloaded for further analysis.
- **Employee Staff List:** This report provides the list of employees in the absence management system. The report is grouped by employee type at each school, and each grouping ends with school statistics including the total number of employees and the number of itinerant employees. Information includes: Name, Title, System Identifier, and Need for Substitute. It also provides phone number (Login ID) and PIN. The report can be filtered by: School, Type (Employee or Vacancy Profile), Employee Types, and Active or Inactive Employees.
- **School Call History:** This report allows you to see who absence management is calling within your schools.
- **Timesheet Summary Report:** This report allows you to view Substitute Timesheets that Kelly Education employees have submitted. This report allows you to filter on: Date Range, Absences/Vacancies, Schools, Employees, Substitutes, and Status of Timesheet.
- **Report Writer:** Report Writer provides you the ability to run provisional and customizable published reports within Frontline.
- **School Settings Tabs:** In this section, you can view your school's General Information (address, phone number, etc.), Time Settings (start time, half day am end time, half day pm start time, end time), Preferred Substitutes, Excluded Substitutes, and any Shared Files.





Power BI Reporting

Kelly Education also offers unparalleled insight into your absence data. In addition to the reporting capabilities of Frontline, we can also create real-time, entirely customized reporting on demand through Power BI, a data visualization platform.

Power BI technology is used to unify data from our diverse practice areas and scheduling systems into a powerful, interactive reporting tool. We dive deep into volume and fill rate statistics using a variety of custom dashboards. Using our Power BI system, we can break down your data in the ways that are most useful to you.

All the report listed here can be available upon request to the District through our Power BI technology:

School Year

- Snapshot
- Absence vs Vacancy
- DIY Fill Rate
- Fill Rate Matrix
- Lead Time
- Position
- Volatility
- Week by Week

Year Over Year

- Snapshot
- Absence vs Vacancy
- Fill Rate Matrix
- Lead Time
- Performance
- Position
- Volatility

We are pleased to work with you to find additional ways we can build and provide reports in Frontline and Power BI to ensure you are getting the information you need. We believe that data is key to moving the District forward and have invested in our technology at every opportunity to make sure we are ready to support you.

Kelly Education has engaged a wide array of digital and technical solutions, all centered around Power BI, to provide you with our industry's most robust, most detailed data insights.

The Kelly Education technology ecosystem.

Our technology ecosystem provides best-in-class, third-party vendors coupled with proprietary technology to provide real-time reporting and data that aids decision making.

Kelly Education

Our proprietary data warehouse.



Analytics, Chat, & Analytics





Additional Information

Proposer shall describe any unique approach or methodologies for any administrative and management approach to providing requested services to CCDS or any other additional information that may be of interest to CCDS on the firm's approach to the project.

Kelly Education is CCDS's number one source of full-time teachers.

Nothing is more evident of the value that a partnership between Kelly Education and CCDS brings than the fact that Kelly Education continues to provide a valuable, trained pipeline of exceptional teachers to CCDS. Since 2018, over 250 substitutes have been hired for full-time openings by the District, and this was at **no cost to CCDS**.

Here are just two of the exceptional Kelly Education Substitutes hired on by CCDS:



Sean LaBeris
Environmental Science and
Chemistry
Oakleaf High School

Sean LaBeris – Sean was hired by Kelly Education in August of 2022 as a teacher assistant. He was working on finishing his last classes for his bachelor's degree and working on his teacher certification. He was hired by CCDS in September 2022 as a teacher assistant and transitioned to classroom teacher. He currently teaches Environmental Science and Chemistry at Oakleaf High School.



Sean working behind the scenes for students at Oakleaf High School.



George Werner
9th & 10th Grade
Language Arts
Oakleaf High School

George Werner – George was hired by Kelly Education in February 2023. He was an educator in Arizona and was looking to get into the Clay County District full time. While he was working on getting his Florida teacher license, he worked as a substitute for Kelly Education until he was hired on with CCDS in August 2023. He currently teaches 9th & 10th grade Language Arts at Oakleaf High School.



George celebrating with CCDS colleagues at a school event.





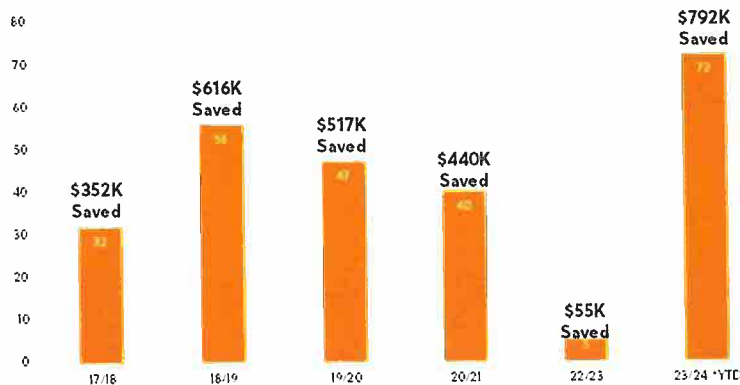
Creating Real Value for CCDS

When you look at the costs of recruiting qualified teachers in today's environment, there is no doubt of the direct dollar value created for CCDS through a partnership with Kelly Education. By taking on all recruiting activities for the substitute teachers who were ultimately hired on by the District, **we generated more than \$2.7 million in recruitment cost savings since 2018 for CCDS.**

We are committed to continuing to offer this huge benefit to the District. We will not charge any placement fees should CCDS desire to hire an assigned employee to work in a full-time or part-time employment position with your District.

More than \$2.7M in recruitment cost savings.

Since 2018, CCDS has hired more than 250 Kelly Education employees. Our high-quality substitute teachers are a proven pipeline for filling CCDS's full-time teacher vacancies.



**Recruitment costs calculated using estimated median costs from the Florida Education Association (\$11,000).*



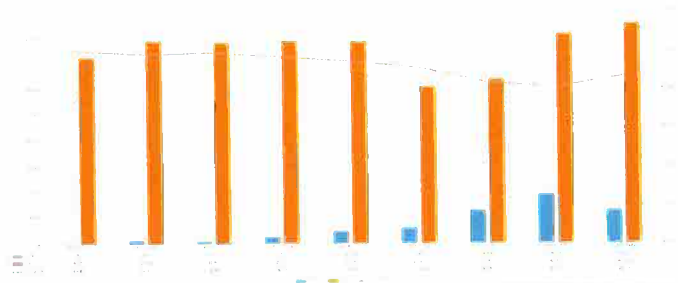


Partnership Reviews: Sharing metrics and ideas on how to keep CCDS moving forward

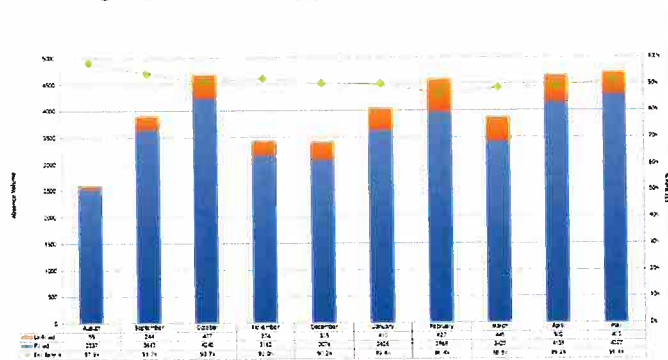
Sharing the responsibility for education means that our teams must always have open and regular communication to remain aligned as partners. Our partnership reviews provide a face-to-face forum to review mutual expectations, discuss performance, exchange information, share data and trends, and prepare for the future. These meetings are typically held each semester and include key stakeholders from both the CCDS and Kelly Education. We work with you before the meeting to define a meaningful agenda based on the current state of the program and the District.

These meetings are vital to ensuring we are always evolving our service solutions to match your needs. We cover a breadth and depth of data and analysis that helps the District in making strategic decisions for the future. Our partnership reviews are comprehensive and contain a battery of reports (some of these are seen above) presenting the data in a variety of ways. We drill down into the data to provide information on specific schools, job titles, learning communities, top 15 users, days of the week, and absence reasons to name a few. Periodically, the District will request data for a specific need and we are proud of our response time and quality of reporting to CCDS.

YOY Snapshot



Monthly Absence Data (Teacher)



Sample reporting for CCDS, available on demand.

The Kelly Listening Program



In addition to this formal review process, Kelly Education surveys our clients to get feedback on how we're doing. Your building principals may be included in that process, known as the **Kelly Listening Program**. Using a third-party vendor, to ensure confidentiality and get the most unbiased results, we survey everyday Kelly Education users to find out if you're happy with our work, as well as whether you're happy enough that you'd recommend us to a colleague or friend.

Outside of these formal processes to check in with our CCDS stakeholders, we welcome your comments, feedback, and questions at any time. Having a dedicated team that focuses entirely on supporting CCDS means we can address your needs in real-time. We are always glad to meet with you and talk about opportunities to grow and improve.





Section 5: Implementation and Program for CCDS

One of the biggest benefits of continuing the partnership between CCDS and Kelly Education is that, as your incumbent staffing partner, we have already implemented our substitute staffing services solution for your district. **We are ready to take your program forward on Day 1 of the contract period with no additional cost to you.**

Throughout our partnership, we have gained a keen understanding of the operations of your district. We have a dedicated Account Manager in place supported by our local team. We can and will continue to improve our service to you – today, tomorrow, and beyond.

The benefits of staying with Kelly Education.



Experience no disruption in service.



Keep 100% of your existing talent pool.



Preserve existing relationships.



Avoid costly software integrations.



Retain current systems and data.



Focus on what matters—staff and students.

Staying with a partner that knows and loves your district.

District Stability

Trusted Team

Increased Productivity

Kelly Education is positioned to take CCDS forward with:

- **No disruption** to your district: stability for your HR department, employees, and teachers.
- **No retraining:** processes are in place and your staff knows what they need to do.
- **No rework:** spend your valuable time refining to achieve even better results, not re-implementing, redeveloping, relearning, and costly reprogramming of software integrations.
- **No loss of productivity:** successful procedures are in place to keep everyone focused on what matters – the students.
- **No rebuilding relationships:** our partnership is already a collaborative extension of your team.





Of course, the fact that we are already partnering with CCDS **doesn't mean we can't make any changes** you need for the future. As new opportunities emerge to better meet the District's needs, **Kelly Education is ready to make any changes to our service model in real time.** Our team will continue to get feedback, ask questions, have open conversations, and refine our solution to address your concerns.

Kelly Education is committed to CCDS and your goals for student education. We have the expertise – in staffing and in your district – to move your program forward with an experienced team, focused on providing the right substitutes, at the right time, with the right skills.





Required Documents

In this section, we provide the following required documents:

- **REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM**
- **SPECIAL CONDITIONS**
- **SIGNED ADDENDA 1, 2, AND 3**
- **EDGAR CERTIFICATION**
- **CERTIFICATION REGARDING DEBARMENT, SUSPENSION**
- **DRUG-FREE WORKPLACE CERTIFICATION**
- **NON-COLLUSION AFFADAVIT**
- **DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST**
- **BIDDER'S STATEMENT PRINCIPAL PLACE BUSINESS**





SUBMIT RFP TO:
**SCHOOL BOARD OF CLAY COUNTY
 PURCHASING DEPARTMENT**
 800 Center Street
 Green Cove Springs, Florida 32043

**REQUEST FOR
 PROPOSAL**
Acknowledgement Form

Page 1 of 33 Pages RFP WILL BE OPENED AT: **2:00 P.M., February 7, 2024** RFP NO. **23-BA-130**
 and may not be withdrawn within 90 days after such date and time.

POSTING TIME & DATE: **1:00 P.M. November 30, 2023** PURCHASING DEPARTMENT REPRESENTATIVE: **Shelly Vongchanta, Coordinator of Purchasing Email: shelly.vongchanta@myoneclay.net** RFP TITLE: **TEMPORARY SUBSTITUTE AND OTHER STAFFING SERVICES**

VENDOR NAME: **Kelly Services, Inc.** "NO RFP" REASON FOR NOT SUBMITTING RFP: To qualify as a respondent, bidder shall submit only this bidder acknowledgement form and it shall be received no later than the stated RFP opening date and hour.

VENDOR MAILING ADDRESS: **999 Big Beaver Road**
 CITY-STATE-ZIP: **Troy, MI 48084**
 TELEPHONE NUMBER: **(407) 766.8825**
 FAX NUMBER: **(248) 244-5440**
 EMAIL ADDRESS: **cheryl.courier@kellyservices.com**

Cheryl Courier
 AUTHORIZED SIGNATURE (MANUAL)
 Cheryl Courier
 AUTHORIZED SIGNATURE (TYPED or PRINTED)
 Vice President and South Practice Lead, Kelly Education
 TITLE

I hereby certify that I am submitting the following information as my firm's (Bidder) RFP and am authorized by Vendor/Contractor/Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Request For Proposal (RFP), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, conditions contained in RFP, and any released Addenda and understand that the following are requirements of RFP and failure to comply will result in disqualification of RFP submitted; Bidder certifies this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services(s), and is in all respects fair and without collusion or fraud. Bidder acknowledges that all information contained herein is part of the public record as defined by State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this RFP are true and accurate.

SEALED RFP: All RFP sheets, requested documents, and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the RFP number, date and time of the RFP opening and the company name. All RFPs are subject to the conditions specified herein. Those which do not comply with these conditions are subject to RFP being considered Non-Responsive.

- | | |
|--|---|
| <p>SIGNATURE REQUIRED CHECKLIST:</p> <p>Documents shall be submitted with RFP</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM (Page 1) <input checked="" type="checkbox"/> SPECIAL CONDITIONS (Page 10) <input checked="" type="checkbox"/> PRICING TABLES (Page 24) <input checked="" type="checkbox"/> EDGAR CERTIFICATION (Page 27) <input checked="" type="checkbox"/> CERTIFICATION REGARDING DEBARMENT, SUSPENSION (Page 28) <input checked="" type="checkbox"/> DRUG-FREE WORKPLACE CERTIFICATION (Page 29) <input checked="" type="checkbox"/> NON-COLLUSION AFFADAVIT (Page 30) <input checked="" type="checkbox"/> DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (Page 31) <input checked="" type="checkbox"/> BIDDER'S STATEMENT PRINCIPAL PLACE BUSINESS (Page 32) | <p>SUBMITTAL REQUIRED CHECKLIST:</p> <p>Documents submitted with RFP.</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> APPLICANT STATEMENT-BACKGROUND INFORMATION (Page 33) |
|--|---|

SPECIAL CONDITIONS

The School Board of Clay County ("SBCC" or "District") is seeking proposals from qualified Contractor(s) for **TEMPORARY SUBSTITUTE AND OTHER STAFFING SERVICES**. This Request for Proposal ("RFP") is intended to provide temporary staffing services for substitute teachers, cafeteria workers, and other various positions within the District as specified in the Scope of Work, on an as needed basis. The target timeframe to initiate temporary staffing services is July 1, 2024.

Qualified Contractors desiring to provide the required services must submit one (1) ORIGINAL hardcopy labeled as such on the cover, and seven (7) copies, totaling eight (8) proposal packages, submitted in a sealed package clearly marked on the outside: **"RFP 23-BA-130 TEMPORARY SUBSTITUTE AND OTHER STAFFING SERVICES"** to SBCC Purchasing Department at 800 Center Street, Green Cove Springs, Florida 32043 before the time and date listed on RFP Acknowledgement Form.

It is the intent of the SBCC, if successful with contract negotiations, to enter into a written service contract for Temporary Substitute and Other Staffing Services for an initial five (5) year period with an option to renew for one additional five (5) year contract period upon mutual agreement by all parties, in writing.

A Proposal Committee shall review the proposals received in response to this RFP and make a recommendation to the Board for the selection of the awarded contractor. The Proposal Committee will consist of seven (7) members.

It is anticipated that, in performing their duties, the awarded contractor shall have substantial interaction with the Human Resources Department. This interaction shall include, but not be limited to; reviewing and modifying the scope of services, evaluating and discussing performance of contractor and corrective actions for performance deficiencies, and any other issues as determined by the Human Resources Department.

It is expressly understood that the District's preference/selection of any proposal does not constitute an award of a Contract with the SBCC. It is further expressly understood that no contractual relationship exists with the SBCC until a written Contract has been formally executed by both the SBCC, and the selected contractor.

In the best interest of the School Board, the District reserves the right to reject any and all proposals/offers, with or without cause, to waive informalities, minor irregularities or other requirements in proposals/offers received and/or to accept any portion of the proposal/offer if deemed in the best interest of the District.

The District also reserves the right to request clarification of information from any contractor. Any ex-parte communications initiated by a contractor with any employee of the District other than those personnel specifically identified as contacts in this RFP, or communication with any member of the District may result in immediate disqualification from the RFP process.

The terms and conditions stipulated in this Request for Proposal are those desired by the District and preference will be given to those proposals in full or substantial compliance therewith. Failure of the contractors to provide in its proposal/offer any information requested in the RFP, may result in rejection for non-responsiveness. Failure of the contractors to meet or exceed any stated minimums in the RFP may also result in being rejected for being non-responsible. However, after allowance for any deviations, all proposals may be considered. Contractors are cautioned that restrictive deviations from the desired program must be clearly stated in the Proposal Response.

SPECIAL CONDITIONS

The competence, responsiveness, and responsibility of contractors will be considered in making the award. Contractors are required to submit with their proposal, data in regard to their qualifications as a vendor including experience, and a list of current companies successfully being serviced that are comparable to this request. Please include names, telephone numbers and emails of persons to contact. The contractor declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

The SBCC is not responsible for any expenses which contractors may incur in preparing and submitting Proposals. The SBCC will not be liable for any costs incurred by the Contractor in connection with interviews/presentations (i.e., travel, accommodations, etc.). It is expressly understood, no Contractor (whether selected or not) may seek or claim any award and/or re-imbursalment from the SBCC for any expenses, costs, and/or fees (including attorneys' fees) borne by any Contractor, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Contractor.

In the event that a contract/agreement is attached to the RFP, such attached contract/agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the SBCC. In the event that a contract/agreement is not attached to the RFP, it is expressly understood that the SBCC preference/selection of any proposal does not constitute an award of a contract/agreement with the SBCC. It is anticipated that subsequent to the SBCC preference/selection of any proposal, contract negotiations will follow between the SBCC and the selected Contractor. It is further expressly understood that no contractual relationship exists with the SBCC until a contract has been executed in writing by both the SBCC, and the selected Contractor. The SBCC reserves the right to delete, add to, or modify one or more components of the selected contractor's proposal, in order to accommodate changed or evolving circumstances that the SBCC may have encountered, since the issuance of the RFP. By submitting a proposal, a contractor agrees to be bound by these terms and provisions of the RFP.

In order to be considered for evaluation, the proposers shall demonstrate sufficient capacity, resources and experience to provide temporary substitute and other staffing services as required by the District, and as specified in this RFP. Any proposer that fails to meet the following minimum criteria as defined in this RFP shall be noted as "nonresponsive and/or nonresponsible" and will not be evaluated/scored.

At a minimum, each proposer shall provide sufficient documentation to verify that:

1. The contractor has successfully provided temporary substitute and other staffing services for large organizations with multiple employees within the immediate past four (4) years, and those organizations will be included in the required references.
2. The firm can comply with the SBCC insurance requirements.

PUBLIC RECORDS

Subject to the limited confidentiality afforded pending competitive solicitation by Florida Statute 119.071, this RFP and all Bids are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a Proposal, Proposers will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

SPECIAL CONDITIONS

Florida Statute 119.0701 requires the Contractor to comply with Florida's public records laws with respect to services performed on behalf of the School District. Specifically, the Statute requires that the Contractor:

- a) Keep and maintain public records required by the School District to perform the service.
- b) Upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School District.
- d) Upon completion of the contract, transfer, at no cost, to the School District all public records in possession of the Contractor or keep and maintain public records required by the School District to perform the service. If the Contractor transfers all public records to the School District upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT RECORDS OFFICE AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, PHONE (904) 336-6500, or by email at: PRR@myoneclay.net. The Public Records Request Procedure form is available online at <https://ccds.myoneclay.net/about-us/public-records-request>

CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE

Contractor shall take out and maintain all insurance policies required below with companies authorized to do business under the laws of the State of FL. and satisfactory to the School Board. **The awarded Contractor SHALL ensure that any sub-contractor they use maintain the same level of insurance coverage.**

Insurer shall be rated A- with an FSC V or better in the current AM Best Guide through the life of the contract to include any renewal periods. ***Insurance certificate(s) reflecting the required coverages shall be submitted to the School Board Purchasing Department prior to any work being performed under this Contract. Certificate(s) shall be submitted directly from Contractor's Insurance Agent and Mark All Certificates Attn: SBCC Purchasing Department, as Certificate Holder (with 30 day Notice of Cancellation or Change in Coverage) and list SBCC as Additional Insured.***

SPECIAL CONDITIONS**COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE**

Including Premises Operation, Independent Contractor's Protective, Products and Completed Operation Board Form, Contractual Liability in at least the following amounts and coverages:

Bodily Injury

- Each Occurrence \$1,000,000.00
 - Annual Aggregate \$2,000,000.00

Property Damage

- Each Occurrence \$1,000,000.00
 - Annual Aggregate \$2,000,000.00

Personal Injury

- Annual Aggregate \$1,000,000.00

- Completed Operations and Products Liability shall be maintained for one (1) year after final payment

WORKERS' COMPENSATION INSURANCE: Contractor is responsible for assuring that valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes is maintained for all of their employees and sub-contractors employed at the site of the project. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute the Contractor shall provide adequate insurance satisfactory to the Owner, for protection of his employees not otherwise protected. School Board shall accept an approved NOTICE OF ELECTION TO BE EXEMPT FROM THE PROVISIONS OF THE FLORIDA WORKERS' COMPENSATION LAW Certificate.

State

- Statutory

Employer's Liability

- Per Accident \$100,000.00
 - Disease, Policy Limit \$500,000.00 - Disease, Each Employee \$100,000.00

AUTOMOBILE INSURANCE: Including all owned, non-owned and hired vehicles used in connection with the work in at least the following amounts and coverage's:

Bodily Injury

- Each Person \$1,000,000.00
 - Each Occurrence \$1,000,000.00

Property Damage

- Each Occurrence \$1,000,000.00

- Each Accident – Single Limit – Bodily Injury and Property Damage combined one million dollars (\$1,000,000.00)

NO PAYMENTS will be made until approved Insurance Certificate is received by SBCC.

Funding for this RFP may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, Contractor shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 - Grants and Agreements (2 C.F.R. §200), Title 7 - Agriculture (NSLP), Title 34 - Education (EDGAR, FERPA), Title 44 - Emergency Management and Assistance (FEMA); U.S. Code Titles: 20, 31, 40, 41.

NOTE: The successful Contractors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company or corporation without prior written consent of the School Board. The successful Contractors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful Contractor obligations cannot be delegated.

SPECIAL CONDITIONS

RFPs must be submitted with all required documents to include completed Attachments/Exhibits. Proposers may use an attachment if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original RFP documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of an RFP. Any such modifications or alterations that a Contractor wishes to propose must be clearly stated in the Contractor's proposal response. Prior to submitting an RFP, it is the sole responsibility of Proposer to ensure that all addenda releases are received, and that all RFP and addenda requirements have been completed and that all required submittals have been included.

Questions on RFP shall be in writing to Shelly Vongchanta, Coordinator of Purchasing, sent via email to shelly.vongchanta@myoneclay.net no later than 2:00 PM on **January 12, 2024**.

Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the Purchasing Department in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this RFP shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any bidder's proposal and shall not be considered in the School Board evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Bidder's may be disqualified who solicit or receive (even if unsolicited) additional information regarding the RFP by any other means than process described herein.

Any and all Addenda relating to this RFP shall be posted on DemandStar (Demandstar.com) and on the School Board of Clay County Purchasing website (ba.myoneclay.net/purchasing). Prior to submitting an RFP, it is the sole responsibility of the proposer to ensure that all addenda releases are received, and that all bid and addenda requirements have been completed and that all required submittals have been included without regard to how a copy of this RFP was obtained.

NOTE: ALL RFP SHEETS, THAT ARE REQUIRED, MUST BE EXECUTED AND SUBMITTED WITH SEALED PROPOSAL. ALL RFPs ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

By submitting a proposal, the contractor certifies that the contractor has fully read and understands all General Conditions, Special Conditions, and has full knowledge of the scope, nature, and quality of work to be performed. Contractor certifies that this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a RFP for the same equipment/service and in all respects is fair and without collusion or fraud. Contractor agrees to abide by all conditions of this RFP and certifies that they are authorized to sign this RFP for the Contractor.



Cheryl Courier

AUTHORIZED SIGNATURE OF PROPOSER

Kelly Services, Inc.

1/30/2024

COMPANY NAME

DATE

ADDENDUM 1



**CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT**

800 CENTER STREET, GREEN COVE SPRINGS, FL 32043
P (904) 336-6500 W oneclay.net

SUPERINTENDENT OF SCHOOLS
David S. Broskie

BOARD MEMBERS:

- Erin Skipper, District 1
- Mary Bolla, District 2
- Beth Clark, District 3
- Michele Hanson, District 4
- Ashley Gilhousen, District 5

ADDENDUM 1 POSTED AT 10:00 A.M., ON DECEMBER 13, 2023

ADDENDUM 1 FOR RFP #23-BA-130
TEMPORARY SUBSTITUTE AND OTHER STAFFING SERVICES

NOTE: Replace Original RFP page 10 with **ADDENDUM 1 page 10 (attached)**

Note change in red: Questions on RFP shall be in writing to Shelly Vongchanta, Coordinator of Purchasing, sent via email to shelly.vongchanta@myoneclay.net no later than 2:00 PM on **January 12, 2024.**

NOTE: **VENDOR QUESTIONS AND DISTRICT RESPONSES 1-16 on the attached 3 Pages** shall be changes or additions to the requirements/conditions and shall be included in your response.

REMINDER: Proposals are DUE at 2:00 P.M., on February 7, 2024 and Proposers should provide best offer with the initial proposal as the District reserves the right to award a contract based on initial Proposal without any further negotiations.

Except as noted above, all other Conditions and Specifications remain unchanged. Include, as part of vendor proposal package an executed copy of this Addendum.

Sign and return this ADDENDUM 1 with your proposal

VENDOR NAME: Kelly Services, Inc.
(Print)

SIGNATURE: *Cheryl*

NAME & TITLE: Cheryl Courier - Vice President and South Practice Lead, Kelly Education
(Print)

Question 1:

What is the final day to submit questions? The RFP lists two separate dates (December 6th and January 12th).

Answer 1:

January 12, 2024 is the final date to submit questions for this RFP. Revised page 10 (attached to this Addendum 1).

Question 2:

- What are the District's current hourly pay rates for the positions listed in the RFP?
- Please share the incumbent vendors current pricing.
- If this is not a new venture, what was the previous costs for these services?
- Please share the list of current vendors providing the services requested in the RFP.

Answer 2:

Please see the current rates from Kelly Services, the sole current vendor providing the services requested in this RFP to the School Board of Clay County, on Exhibit A of this Addendum.

Question 3:

Does this venture require bonding?

Answer 3:

There is no required bond for this RFP.

Question 4:

Are bidders required to have an office in a certain radius?

Answer 4:

No.

Question 5:

- What is the anticipated cost of this venture?
- Can you please provide us with an estimated or NTE budget allocated for this contract?
- What is the estimated budget for the mentioned RFP?

Answer 5:

2023-2024 Budget is \$5.5 Million.

Question 6:

Are vendors required to bid to fill all positions?

Answer 6:

Although not a requirement, it is strongly advised that vendors should show capability of filling all positions to gain a higher evaluation score under the Firm/Staff Qualifications, Pricing, and Scope Specific sections for scoring. Also, all proposers must meet at least the minimum criteria as specified on page 7 of the RFP or their proposal shall be noted as "non-responsive and/or non-responsible" and will not be evaluated/scored.

Question 7:

What is the average duration for a staff being requested?

Answer 7:

Average substitute day is seven (7) hours. Most substitute requests are to work one (1) day.

Question 8:

Could you share the number of substitute teachers currently working those are working on contract basis?

Answer 8:

570

Question 9:

- Are there specific certifications or state registrations required to bid on this venture?
- If a vendor does not have current and previous year's business licenses (2 total) to operate within Clay County, can we provide business licenses for other areas like Greenacres, Palm Beach along with State of FL to do license?

Answer 9:

Please refer to Section 1 starting on page 14 of the RFP for licensure information. A current and previous year's (2 total) "state, municipal, federal or county [business] license" are acceptable.

Question 10:

Could you please share the previous spending on this contract, if any?

Answer 10:

\$6.1 Million

Question 11:

Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

Answer 11:

As stated on page 16 of the RFP, at a minimum "resumes of Key and Administrative personnel" are requested with this RFP.

Question 12:

Are hourly rate ranges acceptable?

Answer 12:

No.

Question 13:

Please provide a copy of the proposal of the previous vendors providing temporary staffing, including rate/cost sheets.

Answer 13:

This information may be obtained by initiating a public records request as specified on page 8 of the RFP.

Question 14:

Please provide a copy of the proposal of the previous vendors providing temporary staffing, including rate/cost sheets.

Answer 14:

This information may be obtained by initiating a public records request as specified on page 8 of the RFP.

Question 15:

How many incumbents are going to be hired from each position.

Answer 15:

All positions are on an as-needed basis.

Question 16:

Could you please let us know the length of the contract.

Answer 16:

Contract term is stated on page 6 of the RFP.

**EXHIBIT A
PRICING FOR KELLY EDUCATION**

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Staffing between Kelly Services, Inc. and The School Board of Clay County, dated 7/25/2023 The pricing in Exhibit A is confidential and proprietary to Kelly.

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)	\$12.66	Hourly	1.300	\$ 16.46
SUBSTITUTE TEACHER-AA DEGREE	\$14.00	Hourly	1.300	\$ 18.20
ECE TEACHER AA DEGREE	\$14.00	Hourly	1.400	\$ 19.60
SUBSTITUTE TEACHER-BA DEGREE	\$14.66	Hourly	1.300	\$ 19.06
ECE TEACHER- BA DEGREE	\$14.66	Hourly	1.400	\$ 20.52
SUBSTITUTE TEACHER-MASTER'S DEGREE OR HIGHER	\$16.00	Hourly	1.300	\$ 20.80
ECE TEACHER-MASTER'S DEGREE	\$16.00	Hourly	1.400	\$ 22.40
SUBSTITUTE TEACHER ASSISTANT	\$12.00	Hourly	1.300	\$ 15.60
LONG TERM SUB PAY-(11+ Days, Retro Back to Day 1)	\$20.00	Hourly	1.295	\$ 25.90
LONG TERM SUB TA PAY District Approved Positions Only-(11+Days, Retro Back to Day 1)	\$14.81	Hourly	1.295	\$ 19.18
Building Sub (\$125/day)	\$16.67	Hourly	1.295	\$ 21.59
ECE TEACHER-HS DIPLOMA	\$12.75	Hourly	1.400	\$ 17.85
CUSTODIAN SUBSTITUE	\$12.00	Hourly	1.370	\$ 16.44
CAFETERIA ASSISTANT SUBSTITUTE	\$12.00	Hourly	1.370	\$ 16.44

A signed Job Description is required for each position listed.

2. Pricing for Hiring a Kelly Assigned Employee

Customer agrees to pay a placement fee upon hiring the Kelly Assigned 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 – 90 days worked	Fee Waived
--------------------	------------

Kelly will not charge Customer a placement fee for transition of Customer recruited or transitioned employees.

KELLY SERVICES, INC.

School Board of Clay County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT**

800 CENTER STREET, GREEN COVE SPRINGS, FL 32043

P (904) 336-6500 W oneclay.net

**SUPERINTENDENT OF SCHOOLS
David S. Broskie**

BOARD MEMBERS:

- Erin Skipper, District 1
- Mary Bolla, District 2
- Beth Clark, District 3
- Michele Hanson, District 4
- Ashley Gilhousen, District 5

ADDENDUM 2 POSTED AT 4:30 P.M., ON JANUARY 22, 2024

ADDENDUM 2 FOR RFP #23-BA-130
TEMPORARY SUBSTITUTE AND OTHER STAFFING SERVICES

NOTE: PROPOSAL DUE DATE CHANGED TO **FEBRUARY 14, 2024**

FINAL ADDENDUM ISSUED ON **JANUARY 29, 2024**

REMINDER: Proposals are DUE at 2:00 P.M., on February 14, 2024 and Proposers should provide best offer with the initial proposal as the District reserves the right to award a contract based on initial Proposal without any further negotiations.

Except as noted above, all other Conditions and Specifications remain unchanged. Include, as part of vendor proposal package an executed copy of this Addendum.

Sign and return this ADDENDUM 2 with your proposal

VENDOR NAME: Kelly Services, Inc.
(Print)

SIGNATURE: *Cheryl Courier*

NAME & TITLE: Cheryl Courier - Vice President and South Practice Lead, Kelly Education
(Print)



**CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT**

800 CENTER STREET, GREEN COVE SPRINGS, FL 32043

P (904) 336-6500 W oneclay.net

SUPERINTENDENT OF SCHOOLS
David S. Broskie

BOARD MEMBERS:

- Erin Skipper, District 1
- Mary Bolla, District 2
- Beth Clark, District 3
- Michele Hanson, District 4
- Ashley Gilhausen, District 5

ADDENDUM 3 POSTED AT 12:00 P.M., ON JANUARY 29, 2024

ADDENDUM 3 FOR RFP #23-BA-130
TEMPORARY SUBSTITUTE AND OTHER STAFFING SERVICES

NOTE: VENDOR QUESTIONS AND DISTRICT RESPONSES 1-31 on the attached 4 Pages shall be changes or additions to the requirements/conditions and shall be included in your response.

REMINDER: Proposals are **DUE at 2:00 P.M., on February 14, 2024** and Proposers should provide best offer with the initial proposal as the District reserves the right to award a contract based on initial Proposal without any further negotiations.

Except as noted above, all other Conditions and Specifications remain unchanged. Include, as part of vendor proposal package an executed copy of this Addendum.

Sign and return this ADDENDUM 3 with your proposal

VENDOR NAME: Kelly Services, Inc. (Print)

SIGNATURE: *Cheryl Courier*

NAME & TITLE: Cheryl Courier - Vice President and South Practice Lead, Kelly Education (Print)

Question 1:

Would you consider virtual teachers for this RFP to fill long term sub positions?

Answer 1:

No, we will not consider virtual teachers at this time.

Question 2:

Can the District please clarify how needs for vendor supplied contractors will be disseminated to awardees post award?

Answer 2:

The awarded vendor would supply software to facilitate requests.

Question 3:

Can the District please provide a detailed explanation for how points will be awarded for the pricing section of this solicitation (i.e. lowest bill rate receives maximum points, and next lowest vendor receives a prorated amount; lowest bill rate receives maximum points, and the next lowest vendor receives a predetermined amount of points)?

Answer 3:

Point allocations for all sections will be at the discretion of the person(s) on the evaluation committee.

Question 4:

When is the estimated contract award date, and how will the District communicate award status to vendors?

Answer 4:

All estimated dates can be found under "Timetable" on page 13 of the RFP. The district will notify the vendor recommended for award via email and US mail. No other notifications will be sent, but emails and phone calls are welcome from all vendors.

Question 5:

How many vendors does the District expect to award a contract to for the services requested in this solicitation?

Answer 5:

The District expects to award one (1) vendor, the highest score, as a result of this RFP.

Question 6:

- Can the District please provide incumbent information and current bill rates for contracts in place for similar services?
- Can you please provide the current pay rates for the positions listed in Appendix 2?

Answer 6:

Please refer to Addendum 1, Exhibit A, of this RFP

Question 7:

Can the District please clarify the maximum weekly allowable hours approved for providers requested in this solicitation?

Answer 7:

37.5 hours per week (for a long-term substitute)

Question 8:

Can the District please provide the total amount of billing, broken down by vendor and classification, for all vendor supplied Teachers, Food Service Workers, Custodians and Teacher Assistants utilized during the 2022-23 school year?

Answer 8:

This information may be obtained by initiating a public records request as specified on page 8 of the RFP.

Question 9:

What is the average caseload for the providers requested in this solicitation?

Answer 9:

Providers do not have a "caseload" as requests are on an as-needed basis.

Question 10:

- Can the District please provide the total amount of full-time, vendor supplied (Teachers, Food Service Workers, Custodians, and Teacher Assistants) utilized during the 2022-23 school year?
- By position type, how many absences requiring a substitute were requested during the 2022-2023 school year and how many of those absences were filled?

Answer 10:

Position	Total Absence	Total Filled
Teacher	38,662	35,097
Teacher Assistant	9,501	6,634
Food Service	488	488
Custodial	164	164

Question 11:

Can the District please describe the supplies and materials that contracted providers will have access to at the District?

Answer 11:

The contracted providers will typically have access to basic classroom materials/supplies, any lesson plans from the teacher, and limited access to computer use. Each provider will have to check with the location they are working at time of service.

Question 12:

What travels between schools is expected for these providers?

Answer 12:

The District does not have any travels between schools expectations. Substitutes take a position at a particular school campus and do not change schools during the school day.

Question 3:

What is the expected amount of full-time, vendor supplied (Teachers, Food Service Workers, Custodians, and Teacher Assistants) needed during the 2023-24 SY?

Answer 13:

The expectation is that the vendor will fulfill 96% of classroom teacher requests and 90% of food service workers, custodians and teacher assistants.

Question 14:

Will the District accept digital proposal submissions?

Answer 14:

Not at this time.

Question 15:

Will the District accept contract exceptions?

Answer 15:

Contract exceptions may be considered on a case-by-case basis, and approval of such exceptions shall be at the sole discretion of the District.

Question 16:

What is the District's expectation of the vendor in regards to supervision?

Answer 16:

The vendor should allow principals at the schools to hold immediate supervision rights and be allowed to request for a substitute to not return to their campus. HR expects the vendor to communicate all allegations to the Human Resources Director of Instructional Personnel for review.

Question 17:

Is the District open to alternative bid submissions about other available offerings.

Answer 17:

These may be looked at on a case-by-case basis, at the sole discretion of the District.

Question 18:

Is the District open to an MSP or Workforce Solution?

Answer 18:

Yes.

Question 19:

Which policies does the client require the Vendor to name them as an additional insured under?

Answer 19:

All required insurance policies are specified on pages 8-9 of the RFP. SBCC shall be named as additional insured for all specified insurance.

Question 20:

How much was the 2022-2023 school year expenditure for this service with your current provider?

Answer 20:

Please see Addendum 1, Question 10.

Question 21:

Can the District confirm if the Teachers needed are all ESE, or Gen Ed, or a mix of both.

Answer 21:

Mix of both.

Question 22:

By position type, how many absences requiring a substitute were requested from July 1, 2023 through December 31, 2023 and how many of those absences were filled?

Answer 22:

Position	Total Absence	Total Filled
Teacher	20,960	18,240
Teacher Assistant	3,308	1,902
Food Service	30	30
Custodial	254	162

Question 23:

Approximately how many substitutes are currently requested daily?

Answer 23:

More than 100

Question 24:

How many Teacher vacancies does the District currently have?

Answer 24:

The District has 46 current classroom Teacher vacancies.

Question 25:

How many substitute teacher requests were moved to "no sub needed" status during the 2022-2023 school year?

Answer 25:

This information is not readily available.

Question 26:

Are absences/fills resulting from your vacancies included in your absentee management software system and counted toward your substitute placement total?

Answer 26:

Yes.

Question 27:

Can the District please clarify what the difference is from a Substitute Teacher and a Building Substitute Teacher?

Answer 27:

A Substitute Teacher fills the role of a classroom teacher for a specific teacher that is out for the day. A Building Substitute Teacher commits to coming on campus every day and fills in at the school wherever needed, not for a specific teacher.

Question 28:

Can you please provide a list of your 20 hardest-to-fill school locations?

Answer 28:

1	Elevation Academy
2	Plantation Oaks Elementary
3	Oakleaf Village Elementary
4	Lakeside Elementary
5	Bannerman Learning Center
6	Lake Asbury Elementary
7	Grove Park Elementary
8	Orange Park Junior High
9	Oakleaf High
10	Argyle Elementary
11	Charles E Bennett Elementary
12	Lake Asbury Junior High
13	RideOut Elementary
14	Green Cove Junior High
15	Tynes Elementary
16	Keystone Elementary
17	Coppergate Elementary
18	Swimming Pen Creek Elementary
19	S Bryan Jennings Elementary
20	Clay High

Question 29:

Can you please provide absences, fills and fill rate percentage by school location for the 2022-2023 school year?

Answer 29:

This information is not readily available.

Question 30:

How many certified teachers at each school locations?

Answer 30:

High Schools average 100, Junior Highs average 70 and Elementary averages 50-60 certified teachers.

Question 31:

Do you anticipate increasing the pay rates for these positions moving forward? If so, can you please provide the new projected pay rates?

Answer 31:

All pricing requirements/adjustments can be found under "Pricing" on page 17 of the RFP.

ATTACHMENT 1**EDGAR CERTIFICATIONS**

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II to C.F.R. PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

EDGAR CERTIFICATIONS (continued)

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

EDGAR CERTIFICATIONS (continued)

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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 to any person for influencing or attempting to influence an officer or employee of any agency, 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 covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: Kelly Services, Inc.

Signature of Authorized Representative: 

Print Name of Authorized Representative: Cheryl Courier

ATTACHMENT 2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.


Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for 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 indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Bidder: Kelly Services, Inc.

Cheryl Courier
Printed Name

Vice President and South Practice Lead, Kelly Education
Title of Authorized Representative

Signature: 

Date: 1/30/2024

ATTACHMENT 3
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, F.S. as follows:

Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, 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 of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Kelly Services, Inc.

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

Cheryl Courier
(Printed Name)

Cheryl Courier
(Signature)

Vice President and South Practice Lead, Kelly Education
(Title)

1/30/2024
(Date)

ATTACHMENT 4
NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME Cheryl Courier). 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 Kelly Services, Inc.) 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 Kelly Services, Inc.) 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 shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Kelly Services, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Cheryl Courier
(Printed Name)

Cheryl Courier
(Signature)

Vice President and South Practice Lead, Kelly Education 1/30/2024
(Title) (Date)

ATTACHMENT 5
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.

Cheryl Courier
Signature

Kelly Services, Inc.
Company Name

ATTACHMENT 6

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Bidder)

Name of bidder: Kelly Services, Inc.

Identify the state in which the bidder has their principal place of business: Michigan

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:

City of Troy / County of Oakland

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for any Out-of-State Bidder)

NOTICE: Section 287.084.(2), Fla. Stat., provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contract." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

The bidder's principal place of business is in the State of Michigan and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any public contracts to business entities whose principal places of business are in that state. [Please describe applicable preference(s) and identify applicable state law(s)]

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

The bidder's principal place of business is in the political subdivision of Michigan and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision.

The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision. [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state bidder's attorney: 

Printed name of out-of-state bidder's attorney: Robert Q. Romanelli

Address of out-of-state bidder's attorney: 999 West Big Beaver Road, Troy, MI 48084

Telephone Number of out-of-state bidder's attorney: 248) 712 - 1669

(E-mail address of out-of-state bidder's attorney: romanro@kellyservices.com

Attorney's states of bar admission: Michigan



Appendices

Please see the following attachments included with our response:

- Appendix 1: Kelly Education Account Team Resumes
- *Appendix 2: Kelly Education Legal Memo
- *Appendix 3: Kelly Education Standard Staffing Agreement
- *Appendix 4: Kelly Education Job Descriptions

* We would be happy to continue working under the terms of the existing agreement between Kelly Education and Clay County District Schools. For your review, we have also included our legal memo, standard staffing agreement, and job descriptions.



Appendix 1: Kelly Education Account Team Resumes

Adam J Lavender

Client Services Lead

Professional Summary

Leverages collective experience in Finance, Insurance, and Management in leading teams with efficiency and productivity in mind. Focuses on the individual growth and advancement of all.

My Educational Beliefs

Our Educational System is the backbone of our communities. Working with Kelly Education allows us to work each day to enhance our Educational Clients' ability to steward our next generations and manage their respective school system effectively and efficiently.

Work Experience

KELLY SERVICES, INC.

OCT 2016 to Current

Client Services Lead – Kelly Education, JUN 2021 to Present

Manage the Client Team across Mississippi, Alabama, Georgia, and Florida daily, assisting our partnered school districts achieve their goals of filling classrooms with substitutes, paraeducators, and aides while also assisting with child nutrition programs, maintenance, and nurse positions. Consult with team members to ensure we are counseling our partnered school districts in absence management and best practice from around the country.

Client Manager – Kelly Education, MAR 2019 to JUN 2021

Managed a portfolio of partnered school districts, assuring we were meeting their needs and expectations daily by filling classrooms with substitutes, paraeducators, and aides while also assisting with child nutrition programs, maintenance, and nurse positions. Counseled our partnered school districts in absence management and best practice from around the country.

District Manager – Kelly Services, OCT 2016 to MAR 2019

Managed three offices across Central Alabama in key markets for Commercial Business and Educational Business (K-12). Conducted outside sales and led a team of successful recruiters in staffing those services, maintaining high goals and expectations.

MANPOWERGROUP NA

MAR 2015 to OCT 2016

Branch Manager

Managed a commercial staffing Branch Office for Manpower, successfully conducting outside sales and leading a recruiting team to meet staffing needs.

HERTZ CORP

JUN 2010 to DEC 2014

City Manager

Managed various Rental Car locations across Alabama and Georgia. Promoted efficiency and productivity into every market, always succeeding with goals set by the company in Revenue and Sales growth YoY.



JOHNSON & JOHNSON INS. BROKERS

SEP 2007 to JAN 2010

Finance Specialist

Managed Premium Finance Business Unit under the name Sunbelt Premium Finance. Consistently grew business YoY at a 50% rate. Conducted outside sales to grow business base by 75% over three years. Also served as company Assistant Manager of Accounting.

GE CAPITAL

APR 2005 to AUG 2007

Financial Field Representative, APR 2005 to AUG 2007

Conducted Floorplan Audits of partnered business and clients. Met face to face with clients daily, ensuring the projection of company assets or payment was received in a timely manner.

REGIONS FINANCIAL CORP

APR 2001 to APR 2005

Financial Operations/Leasing Assistant Manager

Conducted daily audits of new Commercial Leases for entire company ensuring quality and viability of accounts. Reconciled all internal departmental accounts back to the company and assured accuracy of all financial dealings while also handling sales tax reporting to state and local governing bodies.


Education/Certifications

Troy State University, Montgomery, AL

A.S. in Business Administration

Troy State University, Montgomery, AL

B.S. in Business Management





Angela Orvis

CCDS Account Manager

Professional Summary

Enthusiastic and resourceful professional with over 10 years of education and staffing experience.

My Educational Beliefs

As a former educator I know the impact those in the field have on students. I am passionate about this industry because the education of our children is crucial. My position at Kelly allows me to help provide Clay County with the best substitutes possible to fill their classrooms.

Work Experience

KELLY SERVICES, INC.

Oct 2022 to Current

Account Manager

Provides complete managerial oversight and resource management for the Clay County Schools program; Assists in the onboarding process for potential Kelly Education new hires and ensures applicable state/company hiring mandates and requirements are adhered to; Tracks and monitors daily teacher fill-rates; Identifies and addresses client needs; Participates in local hiring events and grassroots efforts to increase substitute pool; and provides onsite training for new Frontline users.



LIBERTY PINES ACADEMY, St. Johns, FL

Aug 2021 to May 2022

Spanish Teacher

PENNSVILLE MIDDLE SCHOOL, Pennsville, NJ

Sept 2020 to June 2021

Spanish Teacher/ESL support

SWEDESBORO-WOOLWICH SCHOOLS, Swedesboro, NJ

Sept 2016 to June 2020

Spanish/World Language Teacher

WEST AVENUE SCHOOL, Bridgeton, NJ

Sept 2014 to June 2016

Authored World Language curriculum which conformed to district standards; Collaborated with staff to create cross curricular lessons that integrated multiple core content area subjects; Designed and executed in person and online lesson plans for students ranging from advanced learners to non-verbal autistic learners; Collected and compiled student data from multiple performance asset sources to demonstrate student growth; Translated for parental meetings and parent teacher conferences.

Education

University of South Florida Tampa, FL

Master's Degree, Reading Education

Salisbury University Salisbury, MD

Bachelor's Degree International Business/Spanish

Certifications

Teacher Certifications: Spanish K-12, Reading K-12

Tina Mosley

Sr. Director, Recruiting and Onboarding

Professional Summary

Well-recognized science teacher before joining the Kelly Education team as a staffing supervisor. Teaching background translated to tremendous added value in training and orientations. Personally driven to professional excellence and highly experienced within the educational system.

My Educational Beliefs

I strongly believe that education, once taught, never expires—it just needs the tools to continue to grow.

Work Experience

KELLY SERVICES, INC.

OCT 2004 to Current

Kelly Education Senior Director, Recruiting and Onboarding, South Education Practice, JUN 2021 to Present
Serve as a critical operations leader for the Kelly Education business and have the overall responsibility and accountability for the recruiting and onboarding functions within the Southeast area/region.

Kelly Education Regional VP, State Leader of FL, FEB 2019 to JUN 2021

Overall responsibility and accountability for the operating results of Florida's geographic scope in the Education Practice.

Kelly Education Staffing Supervisor/Area Manager, OCT 2004 to FEB 2019

Primary point of contact for clients as it pertained to the overall client relationship and service delivery. Managed a highly efficient team including the North Florida call center while maintaining a low turnover rate. Recipient of the 2006 Kelly ACE (Achieving Commercial Excellence) Award.

THE BROACH SCHOOL

AUG 2003 to OCT 2004

Department Science Chair/Teacher

Introduced special outreach programs to department chair in effort to increase institution's interest in community service. Developed both Middle and High School Science Curriculum, Student Advisor Program, and the Honor Code Council.

NORTH BROWARD PREPARATORY SCHOOL

AUG 1998 to JUN 2003

Science Teacher

Collaborated with a team of faculty to develop after-school tutorial program for students in need of extra help. Acknowledged by peers and associates for raising academic efficiency within the science department. Selected for 2001-2002 Faculty Recognition Program and Teacher of the year recipient 1999 to 2002.

Education/Certifications

Central Methodist University, Fayette, MO

B.A. in Biology, Hall of Sponsors Scholarship Recipient



Rachel Garrett

Recruiting Manager

Professional Summary

Innovative in thinking. Creative in approach. Strategic recruiting manager with experience in all areas of the business. Focused on client needs and overall talent experience.

My Educational Beliefs


Education is key to a successful life. As a part of a family of educators, I have seen first-hand the attention and time that goes into caring for children, while fostering a place of learning. I believe that children should not put their education on hold while their teacher is out, but that they should be able to continue learning with a substitute professional.

Work Experience

KELLY SERVICES, INC.

FEB 2020 to Current

Kelly Education Recruiting Manager, SEP 2021 to Present



Direct a team of recruiting professionals to engage candidates for instructional and non-instructional staff within the districts of the states of North Carolina, South Carolina, Tennessee, and Florida. Increase overall fill rate due to original struggle brought in by global pandemic, COVID-19. Due to shortages, also helped increase substitute pool sizes. Work with clients directly and on talent issues, such as payroll, timesheets, and Workers' Compensation/incidents.

Sr. Recruiting Strategist, JUN 2020 to AUG 2021

Built community connections to advance recruiting options within the Pee Dee region of South Carolina (Darlington, Clarendon, Dillon, Marion, Marlboro, Georgetown, and Florence), among others. Designed recruiting strategies to leverage the Kelly brand on social media platforms throughout the region, as well as mentoring other recruiters and sharing strategies throughout the entire Southeast.

Client Manager, FEB 2019 to JUN 2020

Built relationships with school districts in the Pee Dee region and Upstate region of South Carolina (Laurens County, Greenwood County, Dillon County, Marlboro County, Clarendon County), among others. Managed absences and vacancies, substitute fulfillment, and overall fill rates, while working with recruiting and talent teams to assist with the needs of the school districts.

Education/Certifications

Francis Marion University, Florence, SC

B.A. in Psychology with Collaterals in History and Spanish



Adrienne Ortiz

Sr. Recruiting Strategist

Professional Summary

Enthusiastic and resourceful recruitment professional with over 5 years of education and staffing experience.

My Educational Beliefs

There is extreme value in partnering with our school districts to help find qualified educators who help shape the future of our children. I love representing Kelly Education and our district partners in our communities to reach out to passionate and caring educators who are seeking to make a difference.

Work Experience

KELLY SERVICES, INC.

Sept 2015 to Current

Kelly Education Sr. Recruiting Strategist

Facilitates onboarding sessions and site tours. Helps support multiple locations for customers and their needs. Schedules onboarding and hiring events. Helps with preparation for new hire orientation and conducts orientations. Manages the full cycle process for all candidates from offer to start date. Processes hiring paperwork, resolves any issues and manages employees and clients.



Education/Certifications

- ClassSmarts Training
- I-9 Compliance
- Equal Employment Opportunity

Stephanie Stone

Onboarding Manager

Professional Summary

Over 25 years of human resources and customer service experience in the insurance and education staffing industry. Brings excellent leadership and customer service skills to the education program.

My Educational Beliefs

I strive to effectively manage and empower my team daily to fill the needs in classrooms. By placing educators where they are needed, I am fulfilling my shared responsibility in the education space.

Work Experience

KELLY SERVICES, INC.

2000 to Current

Kelly Education Onboarding Manager, SEP 2020 to Present

Direct the day-to-day activities of 22 onboarders. Ensure that each onboarder is meeting or exceeding their metrics of new hires per week/month. Maintain 3 tracking systems, ensuring that new applicants are hired as quickly as possible. Manage and develop a team of 22, meeting weekly to mentor/coach them in all aspects of their jobs. Create reports and metrics for the team.

Kelly Education Call Center and Talent Engagement Manager, APR 2014 to SEP 2020

Directed the day-to-day activities of the Call Center employees by ensuring schedule adherence. Maintained proper employment levels through selecting, interviewing, and training of personnel; conducted performance management activities within each assigned area of responsibility. Created reports and metrics for the organization, maintaining high levels of performance including call answer rate, call quality, customer service ratings, order accuracy, etc. Managed and developed a team of 10-15 Schedulers and Supervisors. Fostered an inclusive work environment that promoted associate engagement and development at all levels using the performance management process.

Kelly Education Scheduling Supervisor, AUG 2010 to APR 2014

Managed scheduling duties. Counseled substitutes who broke policies and received Do Not Returns to school and other issues. Spoke to schools and parents regarding any issues dealing with our substitute teachers. Documented pertinent information discussed during phone calls in Frontline and KSN.

Kelly Education Scheduler, AUG 2008 to AUG 2010

Handled incoming calls from substitute teachers, teachers, and other school personnel and directed calls for further problem resolution, if necessary. Made outbound calls to substitute teachers to offer open assignments and coach/counsel employees. Recorded pertinent information discussed during phone calls in AESOP/KSN.

Kelly Services Payroll Clerk, AUG 2005 to AUG 2008

Responsible for ensuring all employees were paid in a timely manner. Handled all payroll issues: stop payments, re-issues, and direct deposits.



Amy Tisdale


Sr. Director, Talent Care

Professional Summary

Over 13 years of experience in human capital and business solutions operations throughout the Southeast, with exceptional insights into workforce trends and analytics. Collaborative and growth-minded leader whose strategic recommendations help clients ditch the script on old ways of thinking about workforce planning by continually anticipating what's next for districts and talent, and proactively advising each to reach their full potential, ultimately achieving the shared goal of student achievement.

My Educational Beliefs

Anyone working in education will tell you that they work in this industry because they have a love for children and appreciate the opportunity to shape our future generation. This is not just a "job." This is a passion, and a substitute is no longer just a "substitute"—they are teachers. The impact a substitute has on a student's learning progress is just as powerful as a classroom teacher. At the end of the day, teaching is work from the heart and they are meant to mentor, inspire, educate, coach, share, influence, and instruct our students. My favorite quote is, *"Every child has a different learning style and pace. Every child is unique, not only capable of learning but also capable of succeeding"*— Robert John Meehan.



At Kelly, we all believe it is our job to prepare our substitutes for the unexpected and provide continuous support, so they can make a difference and have a positive impact on each student's learning experience.

Work Experience

KELLY SERVICES, INC.

AUG 2010 to Current

Kelly Education Sr. Director, Talent Care, FEB 2019 to Present

Overall responsibility for the operation strategy of the South Education Practice Talent Care and Fulfillment Services in a twelve-state market that includes Alabama, Arkansas, Florida, Georgia, Kansas, Louisiana, Mississippi, Missouri, North Carolina, Oklahoma, South Carolina, Tennessee, and Texas.

Kelly Services District Manager, AUG 2010 to FEB 2019

Held positions including recruiter, account manager, sales executive, and finally District Manager. Key responsibilities included recruiting, sales/marketing, talent development, and retention, along with fiscal responsibility for designated 10 counties, nine Kelly Education school districts, five on-site locations, and two branch locations.

RBC INSURANCE

NOV 2005 to AUG 2010

Benefits Administrator & Sales Agent

Overall responsibilities included the promotion, marketing, and sales of Health & Life Insurance and Annuity products and services.

Education/Certifications

Coastal Carolina University, Conway, SC

B.A. in Psychology

Macomb Community College, MI

Studied Business

Sarah Petty

Talent Care Manager

Professional Summary

Highly enthusiastic front-line support for employees and customers. Proven ability to encourage employee engagement, set a standard for professional conduct, and build meaningful and long-lasting relationships with teachers and all members of the school community. Over 18 years of staffing, sales, and management experience. Dedicated to providing an excellent work environment for Kelly employees with guidance, encouragement, and training.

My Educational Beliefs

Satisfying our students' educational needs for learning is a priority. All students are learners, and each child has a unique way of learning and requires varying amounts of time and support. I am proud to be part of a team that nurtures, guides, develops, educates, and places valued substitutes in thousands of classrooms each year. I strongly believe that what I do is important to supply ongoing involvement with Kelly staff members, district employees, and our wonderful community.

Work Experience

KELLY SERVICES, INC.

JUN 2014 to Current

Kelly Education Talent Care Manager, OCT 2020 to Present

Direct a team of talent care professionals to oversee 20 states in the South for talent engagement, training, payroll compliance, workers compensation cases, incident investigation and counseling. Build talent connections with daily, weekly, and monthly engagement with active talent. Proactively identify and execute best practices for front line support, safety policies, redeployment/retention, skill enhancement, recognition, and effective communication to our employees. Monitor orders activities to ensure accurate documentation. Manage our Incident and Worker's Compensation team.

Talent Advisor/Account Manager/Recruiter, JUN 2014 to SEP 2020

Built community connections to advance recruiting opportunities for South Carolina. Assisted with recruiting strategies to leverage the Kelly brand on social media platforms and at hiring events. Instructed professional development programs and trainings. Responsible for payroll compliance, background compliance, and investigations/incidents. Managed customer accounts, advancing customer satisfaction in districts with face-to-face and virtual site visits to address customer needs. Connected with the Chamber of Commerce, Goodwill work locations, SC Works, and Live 5 News Facebook Job Connections. Developed and enhanced the child development programs and substitute DSS clearance processes.

DICK'S JEWELRY STORE

AUG 2004 to MAY 2013

Jewelry Sales Manager, Diamond Distribution

Operation Manager overseeing the day-to-day operations of four store locations with 8 jewelry sales employees and 4 jewelers. Duties included product set-up, displays, sales promotions, inventory loss protection, diamond distribution, and sales.

Education/Certifications

Horry-Georgetown Technical College, Myrtle Beach, SC

Coastal Carolina University, Conway, SC

Studied Business Administration with an emphasis on Business Law

- I-9 Compliance
- Equal Employment Opportunities
- Global Policies and Global Diversities
- Data Security/Workplace Accommodations

Laura French

Talent Advisor

Professional Summary

Enthusiastic and resourceful professional with over 18 years of education and staffing experience.

My Educational Beliefs

Education is finding the difficult concept not understood by an individual and finding the approach/application for the right answer based on resources or scientific method.

Working with Kelly Education and the school district allows my experience to understand the fine balance of what the district, schools, parents, students, and substitutes needs are and helping find solutions with everyone's best interest.

Work Experience

KELLY EDUCATION

September 2005 to Current

Kelly Education Talent Advisor, June 2021 to Present

Frontline and Red Rover support for talent, ensuring excellence in delivery for a portfolio of existing Education Clients.

Kelly Education Administrative Assistant I, June 2019 to June 2021

Inhouse Admin/Recruiter ensuring completed hiring documentation and compliance for district & corporate.

Kelly Education Recruiter Assistant, August 2007 to June 2019

Assisting the supervisors with hiring and rehiring Kelly Education applicants including training and providing accurate information.

Kelly Education Payroll Supervisor, September 2005 to May 2021

Audit, complete and document time sheets before sending to payroll center for processing of pay checks. Process over-payments and send notification to district and talent.

COLDWELL BANKER

April 2004 to August 2005

Call Coordinator/Marketing Assistant

Support role for Real Estate Broker and 30 Realtors including development of marketing brochures and real estate channel advertising.

Education/Certifications

Florida State College, Jacksonville, FL

Concentration in Photography

Internal and External Training

Salesforce, Bullhorn, Frontline Education Absence Management, Red Rover, SmartFind, Kelly StaffNet, i9Advantage, Fieldprint, Engage-RingCentral, Sense Messaging, Microsoft Word, Excel, Power Point and Outlook, PhotoShop, Lightroom, ROES

Savannah Miller

Talent Advisor

Professional Summary

Human Resources professional, successful working in fast-paced changing environments demanding strong interpersonal, time management, and technical skills with a successful record of building and improving in processes.

My Educational Beliefs

"One book, one pen, one child and one teacher can change the world"- Malala Yousafzai

Work Experience

KELLY SERVICES

2021 to Present

KES Talent Advisor- Incident and Worker's Compensation Specialist, OCT 2023 - Present

- Effectively manage all incidents and worker compensation claims and ensure resolution in a timely and professional manner.
- Regularly solicit and share performance feedback with talent. Coach and guide as needed.
- Collaborate with appropriate business partners on incidents.
- Work with multiple levels of management and outside partners to resolve incidents.
- Provide support for self-report cases and offer assistance programs.

KES Talent Advisor, NOV 2022 - OCT 2023

- Payroll and time management
- Actively inform Talent of safety policies, standard methodologies, and updates
- Oversaw 800+ temporary employees.
- Operations - managing orders, deadlines, employee issues addressed in a timely fashion.
- As Talent issues arise, make sure resolution occurs in a timely and professional manner.
- Based on feedback and engagement scores, drive for and execute process improvements as directed

KES Fulfillment Specialist, MAR 2021- NOV 2022

- Proactively contact talent for open positions for each customer to meet customers' expectations.
- Make necessary modifications in the scheduling tool to keep customers updated on status of orders.
- Built and maintained relationships with customer contacts and talent within a designated region.
- Document order requirements and fulfillment activity in front office systems.
- Reach out to all newly activated talent to address questions and ensure they begin accepting assignments.



Amanda Spooner

Fulfillment Center Manager

Professional Summary

Driven Customer Service Supervisor who thrives in a high-volume, fast-paced environment and excels at driving her peers to achieve and exceed their goals.

My Educational Beliefs


"Education is the most powerful weapon which you can use to change the world" - Nelson Mandela.
Education is the first step for people to gain the knowledge, critical thinking, empowerment, and skills they need to make this world a better place.

Work Experience

KELLY SERVICES, INC.

AUG 2013 to Current

Kelly Education Fulfillment Center Manager, AUG 2018 to Present



Manages call center of 45 agents supporting 280 school districts in the Southeast Region. Works with Kelly and external customers to merge employee data files between Frontline and their system. Responsible for all Frontline and system operations. Counsel, manage time off, and train new call center agents. Work with Client Leads on each account to determine customer needs.

Kelly Education Lead Scheduling Supervisor, AUG 2016 to AUG 2018

Point of contact for Duval County School Board, Clay County School District, Pace Center for Girls, River City Science Academy and KIPP Academy. Counseled substitute teachers for all sensitive situations. Helped train new schedulers for the call center. Document pertinent information discussed during phone calls in Frontline/KSN.

Kelly Education Scheduler, AUG 2013 to AUG 2016

Met and exceeded target goals for call outs and fill rates. Managed incoming calls from substitute teachers, teachers, and other school personnel. Made outbound calls to substitute teacher to offer open assignments. Documented pertinent information discussed during phone calls in Frontline.

Education/Certifications

Continuing education in:

- Frontline Bullhorn
- KSN
- I-9 Compliance
- First Advantage

Jessica Carpenter

Fulfillment Center Manager

Professional Summary

More than 10 years of customer service and supervisory experience in education staffing. A driven manager who thrives in a high-volume, fast-paced environment and excels at driving peers to achieve and exceed goals.

My Educational Beliefs

Working for Kelly gives me the opportunity to be part of not just a company but a family with a vision and noble purpose that align with my own. "We connect people to work in ways that enrich their lives." "To be the most creative, insightful, and agile talent company, committed to uniting vital talent with great organizations where, together, we thrive."

Work Experience

KELLY SERVICES, INC.

NOV 2012 to Current

Kelly Education Fulfillment Center Manager, OCT 2021 to Present

Manage call center of 45 agents supporting 280 school districts in the Southeast Region. Work with Kelly and external customers to merge employee data files between Frontline and their system. Responsible for reporting telephone/ring central issues to help desk or corporate when system is down. Responsible for sending individual agent reports to management weekly. Other duties include for sending mac requests and establishing Frontline access for new call center agents. Counsel, manage time off, and train new call center agents. Work with Client Leads on each account to determine customer needs.

Kelly Education Fulfillment Specialist Supervisor, SEP 2018 to OCT 2021

Served as the escalation point for service issues. Trained new/current internal team members and monitored performance. Assisted with managing customer-specific fulfillment programs: long terms, building subs, and tutoring. Liaison between management and the field service team. Created/reviewed reports and statistics. Analyzed call volumes, patterns, and productivity.

Kelly Education Scheduler, NOV 2012 to OCT 2016

Met/exceeded target goals for call outs and fill rates. Handled incoming calls from substitutes, teachers, and other school personnel. Made outbound calls to substitute teachers to offer open assignments. Documented pertinent information discussed during phone calls in Frontline.

Baylor Bunch

Senior Fulfillment Lead

Professional Summary

Motivated and passionate Senior Fulfillment Lead who strives to produce the best possible results from himself and his team within a high-volume work setting.

My Educational Beliefs

As a recent graduate student, I believe that education is necessary for students to learn essential skills that will guide them through both their professional and personal lives. It is also required to help enrich the surrounding communities, which is a goal of Kelly Education's that I am more than happy to help achieve.

Work Experience

KELLY SERVICES, INC.

July 2016 to Current

Kelly Education Senior Fulfillment Lead, APR 2022 to Present

Leads a team of 60 employees who take calls and e-mails from hundreds of counties in the South region of the U.S. Responsible for interviewing new candidates and coordinating training. Trained new specialists and continues to assist them after training when needed. Counsels specialists when necessary. Keeps track of specialists' time off. Creates schedule for team. Assists with transitioning substitutes' information to Kelly when we acquire new districts. Maintains a good rapport between Kelly and the school districts they service by assisting them when our help is requested. Responsible for working with other departments to make sure the customers' needs are being met.

Kelly Education Fulfillment Specialist, JUL 2016 to APR 2022

Managed incoming calls from substitutes and district employees. Made at least 150 outbound calls a day to substitutes to offer them open assignments. Worked extensively in Frontline to create assignments, modify jobs when needed, and to document situations involving substitutes. Maintained a good rapport between Kelly Education and the caller by exhibiting empathetic customer service skills. Strived to resolve situations in one call. Trained new Fulfillment Specialists.

Education/Certifications

University of North Florida, Jacksonville, FL

Master of Science in Communication Management with a Concentration in Leadership, 2023

Certifications

Frontline, Red Rover, Smartfind, Bullhorn, KSN, I-9 Compliance, and Power BI

Ashley Webb

Senior Fulfillment Lead

Professional Summary

After being in Customer Service for over 9 years, I have acquired clear and strong communication skills which has better helped me become a Sr. Fulfillment Lead.

My Educational Beliefs

Education is the number one priority for children. I feel so privileged that every single day I get to work in an environment with our substitutes who feel the same way and want to enrich the children's lives.

Work Experience

KELLY SERVICES, INC.

Sept 2015 to Current

Kelly Education Senior Fulfillment Lead, APR 2022 to Present

- Leads a team of 60 employees who support school districts in the Southern Region.
- Assist with the transitions of substitutes information once Kelly gains new counties/districts.
- Responsible for approving and tracking Fulfillment Teams time off requests.
- Responsible for reviewing potential new employees resumes, interviewing and arranging training time.
- Sending individual employees reports and counseling if necessary.

Scheduler, SEPT 2015 to APR 2022

- Managed incoming calls from Kelly substitutes as well as district/county employees.
- Made and exceeded goals of 150 daily outbound calls and getting fill rates to 100%.
- Worked in Frontline to create and modify absences as well as documenting information.
- Trained new Fulfillment Specialists.

Education/Certifications

Certifications

Frontline, Red Rover, Smartfind, Bullhorn, KSN, I-9 Compliance, and Power BI

Chris Zuber

Sr. Director, Client Services

Professional Summary

An experienced leader with a proven record of success in delivering high quality service to clients, support to KE teams, and results to shareholders.

My Educational Beliefs

I have had the opportunity to support many businesses and industries in my 25+ years with Kelly. While supporting those clients was important and meaningful to me, supporting our education partners has been a passion. At Kelly Education, the work we do has a positive impact on our nation's learners and by doing so are helping to improve our communities. It is an honor to work with schools and school leaders as we develop 'best-in-class' programs that promote positive student outcomes.

Work Experience

KELLY SERVICES, INC.

MAY 1997 to Current

Kelly Education Sr. Director Client Services, Southeast, JUN 2021 to Present

Management of client accounts in the Southeast. Support the team Client Services Leads and client teams to ensure schools receive the highest service levels and consult with systems to share best practices and new service offerings.

Kelly Education Regional VP, State Leader of AL, GA, MS, FEB 2019 to JUN 2021

Overall responsibility and accountability for the operating results of the states' geographic scope in the Education Practice. Accountable for emphasis and execution in: organizational and leadership development, talent management, customer-facing responsibilities, and recruiting and operational delivery strategies and performances.

Kelly Services Territory Vice President, OCT 2017 to JAN 2019

Oversaw all Kelly operations within three strategic markets, Atlanta, Birmingham, and Nashville. Monitored and reported on contract compliance, business development, sharing industry and best practice knowledge, candidate sourcing, screening, hiring, training, and onboarding. Accountable for the overall level of service delivery, growth, and profitability for the clients. Established strong working relationships with clients, and the development of effective partnerships with the relevant Kelly functions (e.g., operations, sales support, and product groups). Managed the temporary workforce including, but not limited to, turnover, coaching, counseling, terminations, and took action as appropriate.

Kelly Services Senior Area Manager, JUN 2010 to OCT 2017

Ensured all financial goals were met/exceeded for both KE and commercial operations in central Alabama. Established and implemented operations strategy. Maintained thorough understanding and knowledge of current hiring practices, recruitment strategies, and staffing industry trends. Prepared and presented business reviews. Developed strong relationships with new and existing clients by understanding their business and staffing needs and by facilitating connections between client's departments and Kelly products.

Kelly Services Regional Manager, Engineering Resources, DEC 2004 to JUN 2010

Operational responsibility over automotive manufacturing and engineering clients in the southeastern U.S. Business partner to clients by acting as an extension of their HR department, developing, and maintaining relationships with the client and temporary employees, identifying process improvements, and by ensuring consistent service levels across business lines. Monitored and reported on contract compliance, business development, sharing industry and best practice knowledge, candidate sourcing, screening, hiring, training, and onboarding. Accountable for the overall level of service delivery, growth, and profitability for the clients. Established strong working relationships with clients, and the development of effective partnerships with the relevant Kelly functions (e.g., operations, sales support, and product groups).

Kelly Services City Group Manager, JUN 1999 to DEC 2004

Ensured all financial goals were met/exceeded for both KE and commercial operations in the greater Birmingham market. Established and implemented operations and sales development strategy. Maintained thorough understanding and knowledge of current hiring practices, recruitment strategies, and staffing industry trends. Prepared and presented business reviews. Developed strong relationships with new and existing clients by understanding their business and staffing needs and by facilitating connections between client's departments and Kelly products.

Education/Certifications

Auburn University, Auburn, AL

B.A in Political Science with a Minor in History



Cheryl Courier

Vice President, South Practice Leader

Professional Summary

Seasoned professional with over 35 years of industry and leadership experience. Possesses exceptional insights into workforce trends and analytics, resulting into the creation and delivery of staffing solutions that benefit both Clients and Talent.

My Educational Beliefs

Education gives us a knowledge of the world around us and changes it into something better. It develops in us a perspective of looking at life, or, as best said by Nelson Mandela, "Education is the most powerful weapon which you can use to change the world."

Work Experience

KELLY SERVICES, INC.

APR 1988 to Current

Kelly Education, Vice President, South Practice Leader, JAN 2019 to Present

Overall responsibility across the South for the operating results of Kelly Education, the largest provider of substitute teachers and non-instructional positions nationwide. Portfolio of services includes: Substitute Staffing Management, Instructional and Non-Instructional Staffing Management, After-School Staffing, Teacher Vacancy Support, as well as Tutoring and Scheduling Administration. Lead a team of 50,000 employees across a 13-state practice.

Vice President, Central and Northeast Florida, OCT 1995 to DEC 2018

Served as Territory Vice President responsible for the Education, Commercial, Professional, and Technical staffing teams operating within Central and Northeast Florida. Won converted Region of the Year in both 2008 and 2018 for operational excellence.

District Sales Manager, Tampa/St. Petersburg, Florida, APR 1988 to SEP 1995

Held various positions as recruiter, sales executive, branch manager, and finally District Sales Manager. Key responsibilities included recruiting, sales/marketing, talent development, and retention along with fiscal responsibility for designated Florida territory.

Education/Certifications

Durban University of Technology, Natal, South Africa

National Higher Diploma in Personnel Management and Business Economics (equivalent to a 4-year bachelor's degree in Human Resources and Business Economics)

- Graduate, Leadership Orlando and Leadership Orange (an Orange County Public Schools program which works to educate the private sector about public school systems)
- Member, 100 Women Strong, which along with the University of Central Florida has most recently focused its strategic Philanthropic initiatives around childhood education
- Past President, Greater Orlando SHRM
- Past President, Florida Staffing Services Association (FLASSA); represented FLASSA on Capitol Hill on numerous occasions
- Past Member, Board of Directors for Workforce Central Florida

We are pleased to provide our proposed changes to the contract that was submitted to Kelly Services for review. Our changes are intended to reflect the obligations of both parties as it relates to the staffing industry's unique customer/vendor relationship. Our goal during contract reviews is to prepare a document that clearly sets forth our respective responsibilities. We would welcome the opportunity to answer any questions and/or discuss in a more in-depth manner the reasons for the proposed changes.

Contract Reference	Issue/Explanation	Corrective Language or Action Item
<u>Payment and Invoicing.</u> General Conditions, Page 2	Kelly will be paid in accordance with the Florida Prompt Payment Act, Florida Statutes Chapter 218, upon submission of invoices at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Florida Prompt Payment Act.	Kelly is happy to honor the current invoicing and payment terms that are currently in place.
<u>Liability for Damages/Loss.</u> General Conditions. Page 3, Insurance/Licenses/ Permits	Kelly will be liable for any damages or loss to Clay County occasioned by Kelly's negligence, or any person Kelly has designated in the completion of the contract as a result of their RFP.	Kelly will take responsibility for our own negligence as it relates to the provision of staffing services. Suggest specifying that Kelly will be responsible for our own negligence in the provision of staffing services.
<u>Additional Insured.</u> General Conditions. Page 3, Insurance/ Licenses/Permits and Special Conditions, Page 8	Clay County will be named as additional insured under our Commercial General Liability policy.	Kelly will include Clay County as additional insured on our Commercial General Liability policy under our customer blanket endorsement. Please add: "The required insurance coverages will be applicable only with respect to matters identified in this Agreement as Contractor responsibilities."
<u>Rejection of Services.</u> Page 4, General Conditions	Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against Kelly. Any violation of these stipulations may also result in a) For a period of two years, any RFP submitted by Kelly shall not be considered and shall not be recommended for award.	The language in this section appears to be more applicable to delivery of goods/deliverables. If Clay County isn't happy with the services that Kelly is providing, we ask that you instill a notice/cure period that enables Kelly to correct such dissatisfaction.
<u>Employee Responsibility.</u> General Conditions, Page 4	All employees and/or sub-contractors of Kelly will be considered to be at all times our sole employees and responsibility of Kelly under our sole direction and not an employee or agent of SBCC.	Although Kelly is the general employer and will have human resource and administrative responsibility of our employees, we are relying on Clay County to be responsible for day-to-day supervision and instruction.
<u>Confidential Records.</u> General Conditions, Page	Kelly must fully comply with FERPA and any other state/federal law regarding confidentiality of student records. Kelly must agree for ourselves and our employees, to fully indemnify Clay County and their employees for any violation of such laws, including defending Clay County against any complaint or proceeding, payment of any penalty imposed upon Clay County or payment of all costs/damages/ losses incurred upon Clay County arising out of a breach to the extent Kelly or our employees either intentionally or negligently violate such confidentiality laws.	As a point of clarification, Kelly will indemnify Clay County for our violation of confidentiality/FERPA laws, and will be responsible for our assigned employees' breaches to the extent Kelly failed to properly screen our employees prior to placement. Kelly is relying on Clay County to have internal controls and safeguards in place to protect against confidentiality breaches.

<p><u>Indemnification.</u> General Conditions, Page 5</p>	<p>Indemnification clause.</p>	<p>Kelly can agree to a more fault-based indemnification model where Kelly is responsible for any claims to the extent of our violation, negligence or breach of obligations under a mutually agreeable contract.</p> <p>As it relates to what constitutes an agreement, we ask that the final written agreement be reviewed and approved by both parties as to the final acceptable language.</p>
<p><u>Notice of Cancellation.</u> Special Conditions, Page 8, Contractor's and Sub-Contractor's Insurance</p>	<p>Certificates of Insurance must provide for a thirty-day notification of modification or cancellation of insurance.</p>	<p>Most insurance policies will provide thirty days' notice of modification or cancellation, but for the ones that don't, Kelly will provide such notice.</p>
<p><u>Fixed Pricing.</u> Special Conditions, Page 17, Section 2</p>	<p>The markup will remain firm during the initial contract period and subsequent renewals. Base price increases or decreases must be written and mutually agreed to.</p>	<p>We agree with this language, however, as it relates to government mandated increases that Kelly has no control over (e.g. SUTA), we ask to have the right to pass such increase along. Kelly will notify Clay of such increases prior to them being applied.</p>

Kelly Education Appendix 3: Kelly Education Standard Staffing Agreement

AGREEMENT FOR EDUCATIONAL STAFFING

THIS AGREEMENT, dated _____, _____, is between Kelly Services, Inc., with its principal offices located at 999 West Big Beaver Road, Troy, Michigan 48084 ("Kelly"), and _____, with its principal offices located at _____ ("Customer").

1) DESCRIPTION, LOCATION AND PRICING OF SERVICES

Kelly will assign to the Customer Kelly temporary employees ("Assigned Employees"), through its service line, Kelly Education, to provide education-related services, under the Customer's operational supervision, at the location(s) and for the pricing (and other related costs) described in Exhibits A and C (the "Services"). Exhibit C, the Customer Information Sheet, will be completed with Customer's collaboration and will provide detailed business requirements necessary to assist with meeting Customer needs. For instructional and paraprofessional positions, Customer agrees that Kelly shall be the exclusive contract provider of Assigned Employees to Customer. The pricing in Exhibit A is confidential between Kelly and Customer. Customer will be permitted to use Exhibit A in connection with its business operations, responses to Freedom of Information Act requests, and other uses as required by law. Should Customer determine that it may be legally obligated to disclose this information, Customer shall provide notice to Kelly at least five (5) business days in advance of producing any such information.

2) KELLY GUARANTEE

Kelly guarantees that the Assigned Employees it places with the Customer will satisfactorily perform the services ordered by Customer. If not, Kelly will cancel charges for unsatisfactory services and furnish a replacement as soon as possible when the Customer has provided notice of its dissatisfaction within the first sixteen (16) working hours of an Assigned Employee's assignment. If Kelly receives notice after an Assigned Employee's first sixteen (16) working hours, Kelly will furnish a replacement as soon as possible, but not cancel the charges for the unsatisfactory services.

3) KELLY'S RESPONSIBILITIES

As the provider of staffing services, Kelly will be the employer of Assigned Employees, and will be responsible for the staffing services listed below.

- (a) Source, recruit, select, and hire Assigned Employees;
- (b) Place Assigned Employees according to Customer's requirements;
- (c) Pay Assigned Employees their wages and provide them the benefits that Kelly offers, inclusive of any government mandated benefits, as Kelly employees;
- (d) Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);
- (e) Provide workers' compensation benefits and coverage for Assigned Employees;
- (f) Maintain Assigned Employees' personnel and payroll records related to their employment by Kelly;
- (g) Comply with laws, rules or regulations applicable to providers of staffing services;
- (h) Require Assigned Employees to agree in writing to protect the confidentiality of Customer's proprietary information;
- (i) Require Assigned Employees to execute agreements that Customer requests regarding intellectual property developed by them in performance of their work for Customer;
- (j) Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;
- (k) Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security);
- (l) Make legally required employment law disclosures to Assigned Employees; and
- (m) Comply with the Patient Protection and Affordable Care Act ("Affordable Care Act") and its regulations, as applicable, and have established internal procedures to review and maintain its compliance with the Affordable Care Act.

4) CUSTOMER'S RESPONSIBILITIES

As the recipient of Kelly's staffing services, the Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and, teaching board-approved curriculum and approved lesson plans. The Customer also will:

- (a) Provide Assigned Employees with a safe and suitable workplace, including all required site-specific training related to the chemical, physical and biological hazards in the workplace, emergency and safety procedures, safe use of equipment,

school rules and protocols, policies and procedures regarding student disciplinary actions, and the confidentiality of student records and information;

- (b) Provide Kelly with prompt notice of any injury suffered by an Assigned Employee;
- (c) Use Assigned Employees only in assignments that match the job descriptions for which Kelly places them, not give duties to an Assigned Employees that the Assigned Employee must perform outside of Customer's premises and take full responsibility for assignments or duties that differ from the Assigned Employees' mutually agreed upon job duties, responsibilities, work environment or location, unless mutually agreed to pursuant to paragraph 14(f) of this Agreement;
- (d) Notify Kelly and be solely responsible when Assigned Employees are required to use Customer provided timekeeping system or absence management system;
- (e) Provide adequate internal controls, supervision, security and instructions for Assigned Employees;
- (f) Supervise the performance of Assigned Employees using the same degree of diligence used to supervise its own employees;
- (g) Assume responsibility for Assigned Employees when they are required to handle keys, cash, confidential information and records of students and the Customer's regular employees;
- (h) Assume responsibility for the use of any vehicle, training and safe use of machinery, and/or equipment used by Assigned Employees in connection with their assignment (except for workers' compensation claims);
- (i) Assume sole responsibility for any bodily injury claims asserted against Kelly or its Assigned Employees by students, their parents or representatives, Customer personnel or business invitees, or other third parties (except to the extent that such claims are based on the negligence of Kelly or the failure of Kelly full time staff personnel to fulfill their obligations regarding the recruitment, screening, and hiring of the Assigned Employees);
- (j) Ensure that the Assigned Employees do not have sole custody of a single student, be solely responsible for supervising more than one classroom of students at a time, or administer or maintain custody of any student medications;
- (k) Be solely responsible for releasing students at the end of the school day to an authorized party;
- (l) Ensure Assigned Employees who are placed at Customer through Kelly shall not work directly for Customer, or a third party contracted by Customer, in any capacity where such Assigned Employees receive compensation during the same time period from Kelly, Customer or third party;
- (m) Provide Kelly with prompt, written notice of any concern or complaint about the conduct of an Assigned Employee by the end of the same day that it learns of the concern or complaint, and permit Kelly to actively participate in Customer's investigation of such a concern or complaint;
- (n) Provide Kelly with written notice within one (1) business day after the Customer learns of any formal or informal complaint, litigation, potential litigation, or an administrative or governmental charge, that involves an Assigned Employee, and permit Kelly a reasonable opportunity to participate actively in the matter, as Kelly sees fit;
- (o) Not request nor require any Assigned Employees to work at heights, perform heavy labor, lifting or physical activity unless required and accepted in the job description;
- (p) Notify Kelly as early as possible (either, for example, prior to 6:00 a.m. or three (3) hours prior to the start of the class), through the protocols established by Kelly for such notice, of the need for Assigned Employees for a given day; however, Kelly and Customer recognize that the need for a substitute may occur later than anticipated and that in such cases, Kelly will use its best efforts to find an Assigned Employee for such Customer requests;
- (q) Ensure that Assigned Employees do not actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an Assigned Employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only;
- (r) Provide a list of employees Customer has employed prior to this Agreement that Customer wishes to remain in pool of Assigned Employees placed by Kelly to Customer. Customer shall provide a written list of such employees and may update said list, by written addition or deletion of all changes, as appropriate. If Customer utilized another vendor prior to this Agreement, Customer will make a good faith effort to produce a list of employees who provided services through such vendor;
- (s) Assume responsibility for the conduct of its own officers, employees, and agents; and
- (t) Comply with duties imposed on it by law, rule, or regulation.

5) CUSTOMER REPRESENTATIONS

The Customer represents and warrants that:

- (a) Its actions under this Agreement do not violate or overlap its obligations under any agreement that Customer has with any labor union;

- (b) Kelly's responsibilities listed in this Agreement regarding screening, the payment of wages, and the provision of benefits to the Assigned Employees do not violate a policy or practice of the Customer;
- (c) The Customer 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;
- (d) If Customer, not Kelly, is the recipient of the Assigned Employees' fingerprint background check clearance/suitability letter, Customer will provide Kelly with the clearance information and any updated information in a timely manner;
- (e) The Customer has the right, power, requisite authorization, and has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement;
- (f) The Customer representative who is signing this Agreement has been delegated authority by the school board or district to execute this Agreement;
- (g) At the beginning of the school year, but at a minimum, not less than thirty (30) days prior, Customer will use best efforts to advise Kelly of all scheduled professional development days;
- (h) Customer acknowledges that Kelly is responsible for recruiting of Assigned Employees, however, Customer and Kelly will collaborate on marketing, advertisement, and recruitment methods;
- (i) If the Assigned Employees will use a Customer-provided timekeeping or absence management system or process, then a such timekeeping system, absence management system or process shall be compliant with all applicable legal requirements, including recording of time worked; and,
- (j) The Customer will neither request nor require that the Assigned Employees perform duties outside of Customer's premises (e.g., participate on field trips) unless Kelly gives its written consent in advance.

6) INTELLECTUAL PROPERTY/ASSIGNED EMPLOYEES' DATA

All Kelly and Customer intellectual property, including processes, procedures, trademarks and copyrights, are and shall remain the sole property of each respective party. Customer will only use Assigned Employees' Data ("Assigned Employees' Data"), including, but not limited to, Assigned Employees' personal information, identity, U.S. mail or email address, contact information, social security number, phone number, personal health information, or absence management information data in connection with Services provided by Kelly in accordance with this Agreement. Customer acknowledges that Assigned Employees' Data is proprietary, personal and highly confidential, and Customer shall not disclose the information to any third parties unless legally required to do so. Should Customer determine that it may be legally obligated to disclose Assigned Employees' Data, Customer shall provide notice to Kelly at least five (5) business days in advance of producing any such information. To the extent Kelly utilizes Customer's absence management or other systems ("System"), Customer shall allow and authorized Kelly full access to the System throughout the term of the Agreement and for thirty (30) days after termination. In the event the Agreement is terminated, Kelly shall have thirty (30) days to remove Assigned Employee Data from the System.

7) BILLING & PAYMENT TERMS

- (a) **Invoices.** Kelly will invoice Customer each week for all compensable time in accordance with applicable laws , including but not limited to hours worked on assignment, training, testing or screening completed by Assigned Employees after hire, at agreed-upon rates. The rates at which Kelly will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. Service lines may be added by mutual agreement of the parties pursuant to Paragraph 14(f). Unless otherwise stated in Pricing Exhibit A, payment will be due upon Customer's receipt of the Kelly invoice. In the event of termination of this Agreement, Customer will pay Kelly promptly for Services performed up to the time of termination. If the Customer's rates are not set out in Pricing Exhibit A, Kelly and the Customer will agree on rates at the time of an order, which Kelly will record electronically in its systems. The services billed may be provided by Kelly Services Global, LLC or Kelly Services USA, LLC, affiliates of Kelly, or third-party staffing providers (collectively "Staffing Providers"). Staffing Providers may provide the Services under this Agreement, and in such cases, Kelly will act as a collection agent on behalf of such Staffing Providers and bears no extracontractual liability other than that of collection agent.
- (b) **Disputed Amounts.** If this Agreement is terminated by Kelly or Customer or Customer disputes any amount invoiced by Kelly, Kelly shall be timely paid (in accordance with the payment terms in Section 7 (a)) by Customer for all fees/services that are not in dispute. If Customer fails to pay Kelly any fee when due, Customer shall be liable for a late charge equal to one-and one-half percent (1 ½%) per month on the outstanding amounts beginning on the due date and Customer shall be responsible for reasonable attorneys' fees incurred by Kelly to collect the outstanding amount.
- (c) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices.
- (d) **Pricing Adjustments.** Upon prior written notice, Kelly may adjust pricing:
 - i) To reflect the impact of inflation upon our costs by an amount not to exceed the year over year change in the Consumer Price Index for the preceding twelve (12 months); or

- ii) If any law, regulation and/or policy is enacted that is applicable to either Kelly or Customer that requires an increase and/or additional compensation and/or benefits to Assigned Employees, Kelly may change the pricing for the current school year(s) contained in Exhibit A. The pricing in Exhibit A shall be adjusted to reflect the actual cost increase to Kelly reasonably calculated on a direct or pro rata basis; or
 - iii) For changes in sales, use, or gross receipts taxes; or
 - iv) For changes in (a) the Customer's requirements (e.g., requisition, billing and invoicing processes; the introduction of third-party software systems and processes), (b) service levels, or (c) service delivery method; or
 - v) To ensure that the pay rates comply with federal and state laws and regulations regarding minimum wages and overtime compensation; or
 - vi) If market conditions dictate that Kelly must pay a higher wage in order to attract Assigned Employees.
- (e) **Record of Time Worked; Automated Scheduling.** Customer agrees to adhere to the "Time, Billing & Automated Scheduling Terms" in Exhibit B.
- (f) **Expenses.** Expenses (e.g., mileage) and all costs and administrative fees associated with required screenings and drug tests will be charged to the Customer, passed through without mark up.

8) WORKERS' COMPENSATION AND LIABILITY INSURANCE

Kelly will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

- (a) **Workers' Compensation.** Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed and includes alternate employer endorsement;
- (b) **Employer's Liability.** Employer's Liability insurance with a limit of \$1,000,000;
- (c) **Commercial General Liability.** Commercial general liability insurance with a \$1,000,000 per occurrence and includes bodily injury and property damage coverage;
- (d) **Commercial Automobile Liability.** Commercial automobile liability insurance with a \$2,000,000 combined single limit on vehicles owned, leased, or rented by Kelly while performing under this Agreement;
- (e) **Umbrella Liability Insurance.** Umbrella liability insurance to be used in excess of the liability policies with \$15,000,000 combined single limit per occurrence; and
- (f) **Commercial Blanket Bond.** A commercial blanket bond with limits of \$3,000,000 in the aggregate per occurrence and includes coverage of employee dishonesty to the extent Kelly failed in its responsibilities in Section 3 of this Agreement.

Kelly will provide Customer with a certificate of this insurance coverage upon request.

9) INDEMNIFICATION BY KELLY

- (a) Kelly will indemnify, defend and hold harmless Customer and its directors, officers, employees and agents, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:
 - i) Kelly's failure to comply with its obligations under applicable employment-related laws, regulations or orders in Kelly's capacity as the general employer of the Assigned Employees;
 - ii) Breach of any obligation of Kelly contained in this Agreement; or
 - iii) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Customer by any Kelly employees or, in the event of death, by their personal representatives.
- (b) Kelly's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages (ii) claims that do not result in a finally adjudicated claim of damages against Customer brought by a third party, (iii) the extent that Damages are due to Customer's failure to fulfill its duties under Section 4, (iv) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (v) the extent that Customer is required to indemnify Kelly against such Damages under Section 10.

10) INDEMNIFICATION BY CUSTOMER

- (a) To the extent permitted by law, Customer will indemnify, defend and hold harmless Kelly and its directors, officers, employees and agents from and against all damages imposed upon or incurred by Kelly, other than for job-related bodily injury or death of an Assigned Employee, arising out of any of the following:

- i) Customer's failure to comply with its obligations under applicable laws, regulations or orders; or
 - ii) Breach of any obligation of Customer contained in this Agreement;
- (b) Customer's obligation to indemnify, defend and hold harmless will not apply (i) to indirect, special or consequential damages or (ii) to the extent any damages are caused by any negligent act or omission or intentional misconduct of Kelly, its officers, employees or agents.

11) NOTIFICATION OF CLAIMS

- (a) Customer and Kelly agree (i) to notify each other in writing of any asserted claim within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (ii) to permit Kelly or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.
- (b) Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of Kelly must be obtained from the Kelly Law Department in Troy, Michigan.

12) TERM; TERMINATION

The term of this Agreement begins as of the date first shown above with a first date of service of _____, if all deadlines are met, and will continue in effect until canceled by either party upon allowing not less than sixty (60) days prior written notice to the other. Kelly reserves the right to terminate this Agreement immediately in the event of non-payment. Further, Kelly has the right to terminate this Agreement should any student or Customer employee physically or verbally assault or injure an Assigned Employee and Customer does not respond to the incident to Kelly's satisfaction. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

13) NON-SOLICITATION

Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, full-time employees during the term of this Agreement and for a period of twelve (12) months thereafter. This provision shall not apply to a party's generalized recruiting practices.

14) MISCELLANEOUS

(a) Notices

- i) Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by e-mail or other transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.
- ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

(b) Severability; Waiver

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

(c) Assignment

Neither Kelly nor Customer may assign this Agreement without the prior written consent of the other party; provided that Kelly may use secondary vendors to fulfill any or all of its obligations hereunder without securing Customer's consent. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

(d) Independent Contractor

In its performance of this Agreement, Kelly will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Kelly an agent, partner or joint venturer of Customer.

(e) Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, pandemic, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a force majeure event shall give notice within five (5) days of the force majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

(f) Amendments

This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

(g) Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(h) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without giving effect to any choice or conflict of law provision or rule.

(i) Entire Agreement

This Agreement, its exhibits (and any job descriptions signed by the Customer) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

KELLY SERVICES, INC.

Insert Customer Name

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

JOB DESCRIPTION: 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.

1) JOB TITLE: SUBSTITUTE TEACHER

Other job titles that a Substitute Teacher may be known by include (but are not limited to): Substitute Educator, Substitute Instructor, Guest Teacher, Guest Educator, Teacher on Call, and Relief Teacher, etc.

2) QUALIFICATIONS:

- a) Meets state requirements for education qualifications.
- b) Ability to assist implementing an instructional support program with students of varying ages and sizes.
- c) Ability to read, write and communicate in the English language fluently and effectively.
- d) Effective organizational, communication and interpersonal communication skills.
- e) Must be able to follow oral and written directions and have the ability to establish effective working relationships with District/School staff and students.
- f) Maintain student and school personnel confidentiality.
- g) Endeavors to understand and respect the values and traditions of the diverse cultures represented in the community and in the classroom.
- h) Manifests a positive role in school/community relations.
- i) Additional qualifications to the above as the Board of Education may find appropriate and acceptable and as agreed upon by Kelly Education (KE).

3) REPORTS TO AND SUPERVISED BY:

District/School Principal and/or Building Administrator.

4) JOB GOAL:

Provide instruction for scheduled lessons, manage the classroom environment, and promote student learning in the absence of the regular District/School classroom teacher.

Dependent upon assignment, but always under direct supervision of District/School employees, this role may be working directly in a special education classroom, working in a general education classroom or environment, and/or working one-on-one with a student or small group of students.

5) RESPONSIBILITIES:

District/School employees are responsible for developing curriculum, planning instruction, evaluating academic and behavior progress, developing goals and objectives, providing day-to-day supervision of the Substitute Teacher, ensuring classrooms are adequately staffed, and communicating progress to parents.

Substitute Teachers work at all times under direction and supervision of School District employees, and shall exercise the following responsibilities:

- a) Report to school office at beginning of school day to pick up required materials/schedule of classes and at the end of the school day to return materials.
- b) Dress in a safe and appropriate manner including sensible footwear as described in the KE Standards of Professional Conduct.
- c) Follow sign in/sign out procedures as prescribed by the District/School principal.
- d) Assume duties of the regular District/School classroom teacher promptly and in accordance with school rules.
- e) Supervise students in out-of-class settings (e.g., assemblies, lunchroom) as directed and supervised by District/School principal.
- f) Implement existing lesson plans in a manner that ensures the integrity of academic time and motivates students to learn and participate.
- g) Instruct students regarding a variety of classroom topics/courses of instruction, as determined by the School/District lesson plan.
- h) Create a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students. Address the various learning styles of students accordingly.
- i) Assign reasonable tasks and homework to students in accordance with the School/District lesson plans.
- j) Seek assistance from neighboring District/School teacher or building administrator if serious or disruptive student behavior problems occur.
- k) Take all necessary and reasonable precautions to protect equipment, materials, and facilities.
- l) Maintain and/or assist in maintaining classroom control that fosters a safe, positive environment for all students and staff in accordance with Kelly Services, District/School, state, and all applicable laws and regulations.
- m) Provide adequate supervision of students and classroom environment to assure health, welfare, and safety of all students.

- n) Allow all students to see the on-site nurse or visit the school clinic if and when they request to do so. The Substitute Teacher should never make judgment calls as to the authenticity of a student's request in this regard unless otherwise directed by School District personnel.
- o) Allow all students to use the restroom if and when they request to do so. The Substitute Teacher should never make judgment calls as to the authenticity of a student's request in this regard unless otherwise directed by School District personnel.
- p) Ensure that the students are never left unattended in the classroom.
- q) Report student injury, accidents, illness, and discipline problems to Kelly supervisor and District/School personnel immediately.
- r) Report all personal injury or school property damage and/or theft to Kelly supervisor and District/School personnel immediately.
- s) For long-term assignments, it may be required to develop lesson plans; devise, administer, and grade tests and assignments; participate in parent-teacher conferences; and attend school-related functions. (These activities may occur outside of normal school hours.)
- t) Immediately notifies my Kelly Education representative of any proposed change in job duties or responsibilities that differ or are inconsistent with the standards contained herein. No changes may take effect until Kelly Education has formally agreed to the proposed change.

6) KELLY EDUCATION 'S.A.F.E. TOUCH' POLICY

For the safety of the Kelly Education employee as well as that of students and district staff, Kelly Education requires adherence to a 'S.A.F.E. Touch' policy as it relates to physical contact between the Kelly Education employee and students.

'S.A.F.E. Touch' means that contact between the Kelly Education employee and students meets all of the following criteria:

Student and school staff have knowledge of the contact, and the contact is
 Age appropriate, necessary, in line with district policy, positive and professional in nature, and you are
 Fully trained*, the contact aligns with your job description, and is a part of the
 Educational activity or lesson plan.

Contact between the Kelly Education employee and students or district staff should never be:

- (1) Aggressive, alarming, or violent
- (2) Part of an altercation or incident
- (3) Casual or informal
- (4) Restricting by use of force
- (5) Inappropriate or unprofessional, or
- (6) Considered sexual in nature.

*We understand that certain job duties do require extra training. In general, duties that fall outside of face and hand hygiene, and hand-over-hand or hand-under-hand prompting that would require additional training include, but are not limited to: student diapering or toileting assistance activities, and/or crisis de-escalation strategy methods which may involve physical restraint of a student. Proof of additional training completed, in the form of a training completion certificate with the Kelly Education employee's name listed, will need to be provided to and approved by Kelly Education prior to performing those job duties.

Contact between the Kelly Education employee and students that falls outside of the "S.A.F.E." touch policy may result in corrective action, up to and including removal of the Kelly Education employee from assignments or employment termination.

7) UNACCEPTABLE DUTIES/RESPONSIBILITIES.

Substitute Teacher employees shall not:

- (1) Use corporal punishment.
- (2) Lift more than 25 pounds.
- (3) Grant permission for a student to leave school before the regular dismissal time.
- (4) Detain a student after dismissal time.
- (5) Communicate information about a student or staff member with anyone but the District/School principal or department head.
- (6) Leave money or valuables in the classroom.
- (7) Leave students unsupervised at any time during the day.
- (8) Perform Bus driving, Driving education, and/or Crossing guard duties.

- (9) Teach a class that requires the use of laboratory, woodworking, metal shop, or any other dangerous equipment (Exception: If the lesson plan calls for book work or videos only. Kelly Education staff should never operate this type of machinery while on assignment).
- (10) Actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an assigned employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only.

For the physical safety of the students and the Substitute Teacher and to avoid KE being held liable for injuries, the Substitute Teacher shall not (perform work that will require or permit the following duties):

- (1) Administer medication.
- (2) Diagnose an injury or illness that is actual, perceived, suspected, or claimed.
- (3) Have sole supervision of a playground.
- (4) Have sole supervision for releasing a student(s) onto a school bus or other vehicle.
- (5) Transport students in a motor vehicle.
- (6) Be alone with a student in a private setting.¹

The Substitute Teacher shall not be placed on special education assignments that require the following:

- (1) Participate or monitor activities involving feeding or breathing tubes.
- (2) Participate or monitor activities involving diapering, toileting and/or dressing involving personal undergarments.
- (3) Lead, direct or have sole supervision of students for bathroom assistance.
- (4) Physical restraint of a student.

School District will use KE Substitute Teacher employees only in assignments consistent with the job descriptions for which KE places them, will not give duties to a KE Substitute Teacher employee that KE Substitute Teacher must perform outside of School District's premises, and will take full responsibility for assignments or duties that differ from the KE Substitute Teacher employees' mutually agreed upon job duties, responsibilities, work environment, or location, unless mutually agreed to in writing.

IN GENERAL

I have read this job description for the KE Substitute Teacher employee, and it accurately describes the duties and responsibilities of the KE Substitute Teacher employee that we want them to perform. We agree to immediately notify our KE representative 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 KE has formally agreed to the proposed change.

Upon signing this job description, I agree on behalf of the school district that this job description is incorporated by reference and made part of the agreement we have with Kelly Services, Inc. through its service offering, Kelly Education.

School District

Signature: _____

Print Name: _____

Title: _____

Date: _____

¹ This includes in-house teaching, visiting a student's home for any reason, having custody of a single student beyond the presence of other adults or students and/or assignments without on-site supervision from district personnel.



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. Ability to read, write and communicate in the English language fluently and effectively.
4. Has effective organizational, communication, and interpersonal communication skills.
5. Must be able to follow oral and written directions and have the ability to establish effective working relationships with staff and children.
6. Maintain child and center personnel confidentiality.
7. Endeavors to understand and respect the values and traditions of the diverse cultures represented in the community and in the classroom.
8. Manifests a positive role in school and community relations.
9. Such additional qualifications to the above as the Center/District may find appropriate and acceptable and as agreed upon in writing by Kelly.
10. 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.

RESPONSIBILITIES:

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.
- r) Immediately notifies my Kelly Education representative of any proposed change in job duties or responsibilities that differ or are inconsistent with the standards contained herein. No changes may take effect until Kelly Education has formally agreed to the proposed change.

KELLY EDUCATION 'S.A.F.E. TOUCH' POLICY

For the safety of the Kelly Education employee as well as that of students and district staff, Kelly Education requires adherence to a 'S.A.F.E. Touch' policy as it relates to physical contact between the Kelly Education employee and students.

'S.A.F.E. Touch' means that contact between the Kelly Education employee and students meets all of the following criteria:

Student and school staff have knowledge of the contact, and the contact is
Age appropriate, necessary, in line with district policy, positive and professional in nature, and you are
Fully trained*, the contact aligns with your job description, and is a part of the
Educational activity or lesson plan.

Contact between the Kelly Education employee and students or district staff should never be:

- (1) Aggressive, alarming, or violent
- (2) Part of an altercation or incident
- (3) Casual or informal
- (4) Restricting by use of force
- (5) Inappropriate or unprofessional, or
- (6) Considered sexual in nature.

*We understand that certain job duties do require extra training. In general, duties that fall outside of face and hand hygiene, and hand-over-hand or hand-under-hand prompting that would require additional training include, but are not limited to: student diapering or toileting assistance activities, and/or crisis de-escalation strategy methods which may involve physical restraint of a student. Proof of additional training completed, in the form of a training completion certificate with the Kelly Education employee's name listed, will need to be provided to and approved by Kelly Education prior to performing those job duties.

Contact between the Kelly Education employee and students that falls outside of the "S.A.F.E." touch policy may result in corrective action, up to and including removal of the Kelly Education employee from assignments or employment termination.

UNACCEPTABLE DUTIES/RESPONSIBILITIES:

Kelly Early Childhood Substitute Teacher employees shall not:

- 1. Use corporal punishment.
- 2. Lift more than 25 pounds.
- 3. Communicate information about a student or staff member with anyone but the Center/District/School Director
- 4. Leave money or valuables in the classroom.
- 5. Leave children unsupervised at any time during the day.
- 6. Perform Bus driving, Driving Education, and/or Crossing guard duties.
- 7. Administer breathing or feeding tubes.

8. 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:

1. Diagnose an injury or illness that is actual, perceived, suspected, or claimed.
2. Have sole supervision of a playground unless at the Center/School/District's direction.
3. Have sole supervision for releasing a student(s) onto a school bus or other vehicle, unless at the Center/School/District's direction.
4. Transport children in a motor vehicle.
5. Be alone with a student in a private setting off site or assignments without on-site supervision from district/school personnel.
6. Administer medication unless at the Center/School/District's direction.

School District will use KE Early Childhood Education Substitute Teachers only in assignments consistent with the job descriptions for which KE places them, will not give duties to a KE Early Childhood Education Substitute Teachers that KE Early Childhood Education Substitute Teacher must perform outside of School District's premises, and will take full responsibility for assignments or duties that differ from the KE Early Childhood Education Substitute Teachers' mutually agreed upon job duties, responsibilities, work environment, or location, unless mutually agreed to in writing.

IN GENERAL

I have read this job description for the KE Early Childhood Education Substitute Teachers, and it accurately describes the duties and responsibilities of the KE Early Childhood Education Substitute Teachers that we want them to perform.

We agree to immediately notify our KE representative 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 KE has formally agreed to the proposed change.

Upon signing this job description, I agree on behalf of the school district that this job description is incorporated by reference and made part of the agreement we have with Kelly Services, Inc. through its service offering, Kelly Education.

School District

Signature: _____

Print Name: _____

Title: _____

Date: _____

JOB DESCRIPTION: SUBSTITUTE PARAEDUCATOR

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: SUBSTITUTE PARAEDUCATOR

Other job titles that a Substitute Paraeducator may be known by include (but are not limited to): Paraprofessional, Education Technician, Teacher Aide, Instructional Assistant, Classroom Assistant, Education Assistant, Learning Support Assistant, and Teaching Assistant

QUALIFICATIONS:

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

REPORTS TO AND SUPERVISED BY:

School Principal and/or Assigned District/School Teacher. Kelly Substitute Paraeducator will receive day-to-day and all classroom-specific instruction from the District/School.

JOB GOAL:

To assist, support, and work closely with supervising district/school teachers, administrators, and other team members in providing educational benefit and instructional support for students. Paraeducators may provide educational and instructional support for students in the areas of academic or learning, social interaction, behavioral, safety, communication, or mobility.

Dependent upon assignment, but always under direct supervision of District/School employees, this role may be working directly in a dedicated special education classroom, a resource room, a general education classroom, or anywhere in the school environment where students are receiving instruction. Under direct supervision of District/School employees, Paraeducators may be working with a student one-on-one or with a small group of students.

RESPONSIBILITIES:

Substitute Paraeducators work at all times under direction and supervision of District/School professional employees. District/School employees are responsible for developing curriculum, planning instruction, evaluating academic and behavior progress, developing goals and objectives, providing day-to-day supervision of the Substitute Paraeducator, ensuring classrooms are adequately staffed, and communicating progress to parents.

In the absence of the full-time Paraeducator, the Substitute Paraeducator provides classroom assistance to special needs students and to the assigned District/School teacher, who has ultimate responsibility for designing and implementing educational programs, activities and services.

The District/School teacher prepares the lessons, plans the instructional support activities the Substitute Paraeducator carries out, and evaluates the achievement of the students with whom the Substitute Paraeducator is working; and the Substitute Paraeducator works in close and frequent proximity and under the direction and guidance of the supervising District/School teacher(s). Under the guidance of the classroom teacher, the KE Substitute Paraeducator must:

- a) Allows all students to see the on-site nurse or visit the school clinic if and when they request to do so. The KE Substitute Paraeducator should never make judgment calls as to the authenticity of a student's request in this regard, unless otherwise directed by School District personnel.
- b) Allows all students to use the restroom if and when they request to do so. The KE Substitute Paraeducator should never make judgment calls as to the authenticity of a student's request in this regard, unless otherwise directed by School District personnel.
- c) Adheres to the Kelly Education Standards of Professional Conduct.

- d) Immediately notifies Kelly Education of any proposed change in job duties or responsibilities that differ or are inconsistent with the standards contained herein. No changes may take effect until Kelly Education has formally agreed to the proposed change.
- e) The KE Substitute Paraeducator may need to assist with basic or routine hygiene activities involving the student's face or hands. These activities must be performed at the direction of or under the direct supervision of District/School personnel and must be directly related to the duties of the position. For example, assistance with handwashing or wiping the student's face.

KELLY EDUCATION 'S.A.F.E. TOUCH' POLICY

For the safety of the Kelly Education employee as well as that of students and district staff, Kelly Education requires adherence to a 'S.A.F.E. Touch' policy as it relates to physical contact between the Kelly Education employee and students.

'S.A.F.E. Touch' means that contact between the Kelly Education employee and students meets all of the following criteria:

Student and school staff have knowledge of the contact, and the contact is
Age appropriate, necessary, in line with district policy, positive and professional in nature, and you are
Fully trained*, the contact aligns with your job description, and is a part of the
 Educational activity or lesson plan.

Contact between the Kelly Education employee and students or district staff should never be:

- (1) Aggressive, alarming, or violent
- (2) Part of an altercation or incident
- (3) Casual or informal
- (4) Restricting by use of force
- (5) Inappropriate or unprofessional, or
- (6) Considered sexual in nature.

*We understand that certain job duties do require extra training. In general, duties that fall outside of face and hand hygiene, and hand-over-hand or hand-under-hand prompting that would require additional training include, but are not limited to: student diapering or toileting assistance activities, and/or crisis de-escalation strategy methods which may involve physical restraint of a student. Proof of additional training completed, in the form of a training completion certificate with the Kelly Education employee's name listed, will need to be provided to and approved by Kelly Education prior to performing those job duties.

Contact between the Kelly Education employee and students that falls outside of the "S.A.F.E." touch policy may result in corrective action, up to and including removal of the Kelly Education employee from assignments or employment termination.

UNACCEPTABLE DUTIES/RESPONSIBILITIES:

As a support role, KE Substitute Paraeducator employees should not:

- Have sole supervisory responsibility for the duration of the school day assignment.
- Prepare lesson plans.
- Use corporal punishment.
- Develop curricular materials.
- Provide direct instruction in place of a teacher.
- Introduce new content or skills.
- Assign grades to students.
- Give students a final grade and/or determine whether a student should pass or fail.
- Sole responsibility for contact with a parent to discuss a student's IEP, progress, or placement decision.
- Serve as substitute teachers unless they are qualified, trained, and approved to do so by Kelly Education.

For the physical safety of the students and/or the KE Substitute Paraeducator and to avoid KE being held liable for injuries, the following duties shall not be performed:

- Administer medication.
- Diagnose an injury or illness that is actual, perceived, suspected, or claimed.
- Provide sole supervision of a playground.
- Provide sole supervision for releasing a student(s) onto a school bus or other vehicle.
- Transport students in a motor vehicle.
- Be alone with a student in a private setting (this includes In-house teaching, visiting a student's home for any reason, and/or assignments without on-site supervision from district/school personnel).
- Actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an assigned employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only.

- Lifting more than 25 pounds

Additionally, KE employees should not be placed on special education/needs assignments that require a KE employee to perform the following duties:

- Physical restraint of a student.
- Participate or monitor activities involving feeding or breathing tubes.
- Participate or monitor activities involving student diapering or toileting activities.

School District will use KE Substitute Paraeducator employees only in assignments consistent with the job descriptions for which KE places them, will not give duties to a KE Substitute Paraeducator employee that KE Substitute Paraeducator employee must perform outside of School District's premises, and will take full responsibility for assignments or duties that differ from the KE Substitute Paraeducator employees' mutually agreed upon job duties, responsibilities, work environment, or location, unless mutually agreed to in writing.

IN GENERAL

I have read this job description for the KE Substitute Paraeducator employee, and it accurately describes the duties and responsibilities of the KE Substitute Paraeducator employee that we want them to perform.

We agree to immediately notify our KE representative 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 KE has formally agreed to the proposed change.

Upon signing this job description, I agree on behalf of the school district that this job description is incorporated by reference and made part of the agreement we have with Kelly Services, Inc. through its service offering, Kelly Education.

School District

Signature: _____

Print Name: _____

Title: _____

Date: _____

JOB DESCRIPTION: SUBSTITUTE CUSTODIAL WORKER

JOB TITLE: SUBSTITUTE CUSTODIAL WORKER. Other job titles that a substitute Custodial Worker may be known by include (but are not limited to): Janitor, Custodian, Maintenance Worker, etc.

QUALIFICATIONS:

- a) Meets state requirements for education qualifications.
- b) Ability to read, write and communicate in the English language fluently and effectively.
- c) Has effective organizational, communication and interpersonal communication skills.
- d) Must be able to follow oral and written directions and have the ability to establish effective working relationships with District/School staff and students.
- e) Must comply with school Safety Manual Rules and Regulations and OSHA requirements.
- f) Endeavors to understand and respect the values and traditions of the diverse cultures represented in the community and in the school.
- g) Such additional qualifications to the above as the Board of Education may find appropriate and acceptable and as agreed upon by Kelly Education (KE).

REPORTING STRUCTURE:

The Substitute Custodial Worker shall report to the School Principal or an authorized custodial manager or supervisor. Substitute Custodial Worker will receive day-to-day and all job-specific instruction from the School District.

JOB GOAL:

In the absence of a full-time Custodial Worker, the KE Custodial Worker will create a clean environment for students, staff and visitors in the assigned building. The Custodial Worker will act under the direction of the School District's full-time Custodial Manager or his or her designee, who has ultimate responsibility for designing and implementing custodial services.

RESPONSIBILITIES:

- a) Work at all times under direction and supervision of School District's full time, professional staff.
- b) Follow sign in and sign out procedures, as prescribed by the School District.
- c) Dresses in a safe and appropriate manner as described in the KE Standards of Professional Conduct.
- d) Assist in providing cleaning, maintenance and other custodial care services to the building and school grounds, under the direction and guidance of School District personnel.
- e) Follow the School District's cleaning and sanitation rules and procedures.
- f) Implement proper care, use, and safety of chemicals and equipment.
- g) Report any school building or grounds safety concerns, or faulty equipment to School District personnel.
- h) Report all personal injury or school property or theft to Kelly supervisor and District/School personnel immediately.
- i) Immediately notifies my Kelly Education representative of any proposed change in job duties or responsibilities that differ or are inconsistent with the standards contained herein. No changes may take effect until Kelly Education has formally agreed to the proposed change.

KELLY EDUCATION 'S.A.F.E. TOUCH' POLICY

For the safety of the Kelly Education employee as well as that of students and district staff, Kelly Education requires adherence to a 'S.A.F.E. Touch' policy as it relates to physical contact between the Kelly Education employee and students.

'S.A.F.E. Touch' means that contact between the Kelly Education employee and students meets all of the following criteria:

Student and school staff have knowledge of the contact, and the contact is
Age appropriate, necessary, in line with district policy, positive and professional in nature, and you are
Fully trained*, the contact aligns with your job description, and is a part of the
Educational activity or lesson plan.

Contact between the Kelly Education employee and students or district staff should never be:

- (1) Aggressive, alarming, or violent
- (2) Part of an altercation or incident
- (3) Casual or informal
- (4) Restricting by use of force
- (5) Inappropriate or unprofessional, or
- (6) Considered sexual in nature.

*We understand that certain job duties do require extra training. In general, duties that fall outside of face and hand hygiene, and hand-over-hand or hand-under-hand prompting that would require additional training include, but are not limited to: student diapering or toileting assistance activities, and/or crisis de-escalation strategy methods which may involve physical

restraint of a student. Proof of additional training completed, in the form of a training completion certificate with the Kelly Education employee's name listed, will need to be provided to and approved by Kelly Education prior to performing those job duties.

Contact between the Kelly Education employee and students that falls outside of the "S.A.F.E." touch policy may result in corrective action, up to and including removal of the Kelly Education employee from assignments or employment termination.

UNACCEPTABLE DUTIES & RESPONSIBILITIES:

The Custodial Worker shall not:

- a) Have any supervisory responsibility for students.
- b) Lift more than 25 pounds
- c) For the physical safety of the students and the KE Custodian and to avoid KE being held liable for injuries, the Custodian shall not perform duties that will require or permit the following:
 - (1) Administer medication.
 - (2) Diagnose an injury or illness that is actual, perceived, suspected, or claimed.
 - (3) Physically move, touch, or be in any type of physical contact with a student.
 - (4) Be alone with a student in a private setting.¹
 - (5) One-on-one contact with special needs students including physical restraint or care.
- d) Deny any student the option to use the restroom if and when they request to do so unless otherwise directed by School District personnel.
- e) Deny any student the option to see the on-site nurse or visit the school clinic if and when they request to do so unless otherwise directed by School District personnel.
- f) Actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an assigned employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only.

School District will use KE Custodial Worker employees only in assignments consistent with the job descriptions for which KE places them, will not give duties to a KE Custodial Worker employee that KE Custodial Worker employee must perform outside of School District's premises, and will take full responsibility for assignments or duties that differ from the KE Custodial Worker employees' mutually agreed upon job duties, responsibilities, work environment, or location, unless mutually agreed to in writing.

IN GENERAL

I have read this job description for the KE Custodial Worker employee, and it accurately describes the duties and responsibilities of the KE Custodial Worker employee that we want them to perform.

We agree to immediately notify our KE representative 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 KE has formally agreed to the proposed change.

Upon signing this job description, I agree on behalf of the school district that this job description is incorporated by reference and made part of the agreement we have with Kelly Services, Inc. through its service offering, Kelly Education.

School District

Signature: _____

Print Name: _____

Title: _____

Date: _____

¹ This includes in-house teaching, visiting a student's home for any reason, having custody of a single student beyond the presence of other adults or students and/or assignments without on-site supervision from district personnel.

JOB DESCRIPTION: FOOD SERVICE WORKER

1) JOB TITLE: FOOD SERVICE WORKER (SUBSTITUTE)

Other job titles that a Substitute Food Service Worker may be known by include (but are not limited to): Culinary Worker, Cafeteria Worker, and School Nutrition Worker, etc.

2) QUALIFICATIONS:

- a) Meets state requirements for education qualifications.
- b) Ability to read, write and communicate in the English language fluently and effectively.
- c) Has effective organizational, communication and interpersonal communication skills.
- d) Must be able to follow oral and written directions and have the ability to establish effective working relationships with School District staff and students.
- e) Must comply with school Safety Manual Rules and Regulations and OSHA requirements.
- f) Endeavors to understand and respect the values and traditions of the diverse cultures represented in the community and in the school.
- g) Such additional qualifications to the above as the Board of Education may find appropriate and acceptable and as agreed upon by Kelly Education (KE).

3) REPORTING STRUCTURE

- a) The Substitute Food Service employee will report to the School Principal or Assigned School District Food Service Manager.
- b) The Substitute Food Service Worker will receive day-to-day and all job-specific instruction from the School District.

4) JOB GOAL

- a) In the absence of the School District full-time Food Service Worker, the Substitute Food Service Worker provides food service assistance and direct services to students.
- b) The Substitute Food Service Worker shall work under the direction of the School District's full-time Food Services Manager or other designee, who has ultimate responsibility for designing and implementing food preparation and services.

5) SCOPE OF RESPONSIBILITY

The Substitute Food Service Workers work at all times under direction and supervision of School District full-time, professional employees.

- a) Follow sign in/sign out procedures as prescribed by the School District personnel.
- b) Assist in providing food service preparation and services to students, and other related kitchen duties, under the direction and guidance of School District personnel.
- c) Dresses in a safe and appropriate manner as described in the KE Standards of Professional Conduct
- d) Follow all food safety and storage rules.
- e) Follow all established sanitation procedures.
- f) Operate all mechanical kitchen equipment correctly and safely.
- g) Assist in money and meal accountability.
- h) Cooperate with the School Food Service Manager to provide a positive and inviting dining experience for students and faculty.
- i) Report all personal injury or school property and/or theft to Kelly supervisor and School District personnel immediately.
- j) Allows all students to see the on-site nurse or visit the school clinic, if and when they request to do so. The Substitute Food Service Worker should never make judgment calls as to the authenticity of a student's request in this regard, unless otherwise directed by School District personnel.
- k) Allows all students to use the restroom, if and when they request to do so. The Substitute Food Service Worker should never make judgment calls as to the authenticity of a student's request in this regard, unless otherwise directed by School District personnel.
- l) Immediately notifies my Kelly Education representative of any proposed change in job duties or responsibilities that differ or are inconsistent with the standards contained herein. No changes may take effect until Kelly Education has formally agreed to the proposed change.

6) KELLY EDUCATION 'S.A.F.E. TOUCH' POLICY

For the safety of the Kelly Education employee as well as that of students and district staff, Kelly Education requires adherence to a 'S.A.F.E. Touch' policy as it relates to physical contact between the Kelly Education employee and students.

'S.A.F.E. Touch' means that contact between the Kelly Education employee and students meets all of the following criteria:

Student and school staff have knowledge of the contact, and the contact is
Age appropriate, necessary, in line with district policy, positive and professional in nature, and you are
Fully trained*, the contact aligns with your job description, and is a part of the
Educational activity or lesson plan.

Contact between the Kelly Education employee and students or district staff should never be:

- (1) Aggressive, alarming, or violent
- (2) Part of an altercation or incident
- (3) Casual or informal
- (4) Restricting by use of force
- (5) Inappropriate or unprofessional, or
- (6) Considered sexual in nature.

*We understand that certain job duties do require extra training. In general, duties that fall outside of face and hand hygiene, and hand-over-hand or hand-under-hand prompting that would require additional training include, but are not limited to: student diapering or toileting assistance activities, and/or crisis de-escalation strategy methods which may involve physical restraint of a student. Proof of additional training completed, in the form of a training completion certificate with the Kelly Education employee's name listed, will need to be provided to and approved by Kelly Education prior to performing those job duties.

Contact between the Kelly Education employee and students that falls outside of the "S.A.F.E." touch policy may result in corrective action, up to and including removal of the Kelly Education employee from assignments or employment termination.

7) UNACCEPTABLE DUTIES/RESPONSIBILITIES

The Substitute Food Service Worker shall not:

- a) Have sole supervisory responsibility or any supervisory responsibility for students.
- b) Actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an assigned employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only.
- c) For the physical safety of the students and the Substitute Food Service Worker and to avoid KE being held liable for injuries, the Substitute Food Service Worker shall not perform duties that will require or permit the following:
 - (1) Administer medication.
 - (2) Diagnose an injury or illness that is actual, perceived, suspected, or claimed.
 - (3) Have physical contact with a student.
 - (4) Have sole supervision of the cafeteria and/or food service area.
 - (5) Be alone with a student in a private setting.¹
 - (6) One-on-one contact with special needs students including physical restraint or meal assistance.
- b) Lifting more than 25 pounds

School District will use Substitute Food Service Worker only in assignments consistent with the job descriptions for which KE places them, will not give duties to a Substitute Food Service Worker that the Substitute Food Service Worker must perform outside of School District's premises, and will take full responsibility for assignments or duties that differ from the Substitute Food Service Workers' mutually agreed upon job duties, responsibilities, work environment, or location, unless mutually agreed to in writing.

School District will use KE Substitute Food Service Worker I employees only in assignments consistent with the job descriptions for which KE places them, will not give duties to a KE Substitute Food Service Worker employee that KE Substitute Food Service Worker employee must perform outside of School District's premises, and will take full

¹ This includes in-house teaching, visiting a student's home for any reason, having custody of a single student beyond the presence of other adults or students and/or assignments without on-site supervision from district personnel.

responsibility for assignments or duties that differ from the KE Substitute Food Service Worker employees' mutually agreed upon job duties, responsibilities, work environment, or location, unless mutually agreed to in writing.

IN GENERAL

I have read this job description for the KE Substitute Food Service Worker employee, and it accurately describes the duties and responsibilities of the KE Substitute Food Service Worker employee that we want them to perform.

We agree to immediately notify our KE representative 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 KE has formally agreed to the proposed change.

Upon signing this job description, I agree on behalf of the school district that this job description is incorporated by reference and made part of the agreement we have with Kelly Services, Inc. through its service offering, Kelly Education.

School District

Signature: _____

Print Name: _____

Title: _____

Date: _____

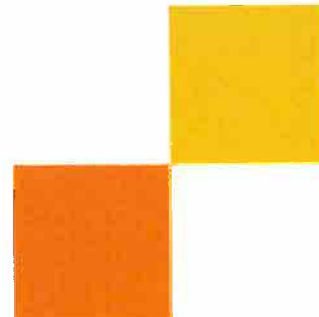
**Thank you for the
opportunity to submit
this proposal.**

Please contact us with any questions.

Cheryl Courier
Vice President and South Practice Lead
Mobile: +1 407.766.8825
Email: cheryl.courier@kellyservices.com

kellyeducation.com

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SEALED RFP PACKAGE

SCHOOL BOARD OF CLAY COUNTY
PURCHASING DEPARTMENT
800 Center Street
Green Cove Springs Florida 32043

RFP Number	RFP 23-BA-130
RFP Name	Temporary Substitute and Other Staffing Services
Bidding Date/Time	February 14, 2024, 2:00 P.M.
Respondent	Kelly Services, Inc. 999 West Big Beaver Road Troy, MI 48084