



Park Hill School District

Building Successful Futures • Each Student • Every Day

7703 NW Barry Road
Kansas City, MO 64153

REQUEST FOR PROPOSAL

SUBSTITUTE MANAGEMENT SERVICES

Bid Closing Date: **Monday, February 3, 2020**

Bid Closing Time: 2:00 PM CST

Park Hill School District reserves the right to reject any or all proposals and to waive informalities or irregularities in any proposal.

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NOTICE OF REQUEST FOR PROPOSAL

The Park Hill School District (the District) is accepting proposals for the following:

Substitute Management Services

Park Hill School District (District) seeks competitive sealed proposals from interested firms to provide substitute placement and management services to fill temporary teacher and support staff vacancies.

The deadline to submit proposals is 2:00 pm CST, on Monday, February 3, 2020. All proposals should be clearly labeled as Substitute Management Services and be directed to:

Dr. Linda Kaiser, Director – Human Resource Services
Park Hill School District
7703 NW Barry Road
Kansas City, MO 64153

This Request for Proposal is available in the District Office, on the District website, and requests for copies may be made by phone at (816) 369-4040.

PURPOSE

Park Hill School District solicits qualified and interested firms to submit proposals and statements of qualifications for providing temporary staff to fill teacher and support staff vacancies in all academic and office buildings of the District.

The firm will furnish substitute staff, training for substitute staff, software to support the procurement and management of substitutes, supervision of substitute staff, marketing and recruitment of substitutes, and on-site management. The firm will be responsible for the processing of payroll and all relevant and applicable employment expenses.

GENERAL DATA

DISTRICT VISION, MISSION, VALUES AND GOALS

Park Hill School District's culture of high expectations and continuous improvement is guided by the tenets of a professional learning community with a shared vision, mission, and values. The District focuses upon identified strategic focus areas and articulated goals within a five-year strategic plan that are aligned with student and stakeholder requirements/expectations. Staff members utilize collective inquiry, collaborative teams, and an action orientation to accomplish the goals of the District.

Through a collaborative process, the Park Hill School District Board of Education and senior leaders have defined the vision, mission, and values of the school District.

The vision of the District is:

Building Successful Futures • Each Student • Every Day

The mission is:

Through the expertise of an engaged staff, the Park Hill School District provides a relevant education in a safe, caring environment to prepare each student for success in life.

The values of the District have been identified as:

*Student Focus
Integrity
High Expectations
Continuous Improvement
Visionary Leadership
Equity*

As a part of the District's ongoing efforts to align actions with strategic goals, prospective school District partners and vendors are strongly encouraged to familiarize themselves with the school District's strategic plan. The plan can be found at <http://www.parkhill.k12.mo.us>.

PARK HILL SCHOOL DISTRICT BACKGROUND

The Park Hill School District, formally organized in 1951 under the provisions of Missouri's School Reorganization Statute of 1948, encompasses 71 square miles located in the southern third of Platte County, just north of downtown Kansas City, Missouri.

Park Hill School District is a public school District, with pre-kindergarten (Pre-K) through Grade 12. The District includes eleven (11) elementary schools, four (4) middle schools, two (2) comprehensive high schools and an innovative high school program in a third facility (LEAD), a day treatment school (Russell Jones Education Center), and a 40,000 square foot Early Childhood Education Center (Gerner Family Early Education Center).

Predominantly rural-oriented in the past, Park Hill has steadily changed to a more suburban District, blending both residential and commercial growth. Approximately 43% of the school District lies within the city limits of

Kansas City, Missouri. There are seven other incorporated communities including Riverside, Parkville, Houston Lake, Lake Waukomis, Weatherby Lake, Platte Woods, and Northmoor, as well as the unincorporated communities of Waldron and Platte County.

Other information, including the annual District Demographic Profile, Long-Range Facility Plan and District Budget, can be found at: <http://www.parkhill.k12.mo.us>. Firms are encouraged to review these documents to better familiarize themselves with the District.

DISTRICT EMPLOYEES AND SUBSTITUTE POOL NUMBERS

The District employs approximately 1,015 educators and 165 education support professionals. There are currently 350 employees in the substitute pool, which is currently managed by Park Hill School District staff.

STUDENT ENROLLMENT

The estimated student enrollment for the current school year approximates 11,700 (K-12). An additional 350 pre-school students attend the Gerner Early Childhood Education Center.

CURRENT SUBSTITUTE MANAGEMENT PROCESS

Park Hill School District currently manages all substitute needs on-site with District personnel. There are approximately 350 active substitutes working for the District, filling approximately 95-115 substitute positions per day.

ABSENCE AND FILL RATE DATA FROM 2018-19 SCHOOL YEAR

Absences by job category from the 2018-19 school year are listed below. While fill rate percentages were not calculated for all jobs, in specific categories where fill rate percentages are known, they are provided.

	# Absences	Fill Rate
Substitute Teacher	11,309	98.1%
Substitute Teacher Assistant (Para)	2,180	91.6%
Long Term Substitute Teacher	1,411	
Campus Supervisor	217	
Certified Recess Supervisor	160	
In School Suspension	295	
Lunchroom/Playground Supv	854	86.5%
Nurse, RN	279	
Preschool Teacher	365	

The overall fill rate percentage from all jobs for the Park Hill School District in 2018-19 was 96.8%.

SUBSTITUTE PAYROLL FROM 2018-19 SCHOOL YEAR

The total payroll for substitutes in the 2018-19 school year was \$1,768,599.00. This figure does not include payments made for FICA, Social Security, and Medicare.

WORKERS COMPENSATION CLAIMS FROM 2018-19 SCHOOL YEAR

The total amount of worker's compensation claims for the 2018-19 school year from substitutes was \$704.73.

UNEMPLOYMENT CLAIMS FROM 2018-19 SCHOOL YEAR

There were no successful unemployment claims from the 2018-19 school year from substitute staff.

TIMELINE AND PROPOSAL PROCEDURES

INTENT TO RESPOND

Interested firms are asked to formally notify Park Hill School District with a written intent to respond notice by 2:00 PM CST, Wednesday, January 15, 2020.

This notice can be provided by email to Dr. Linda Kaiser, Director – Human Resource Services, at KaiserL@parkhill.k12.mo.us.

PROPOSAL QUESTIONS AND CLARIFICATIONS

All questions are to be submitted no later than 2:00 PM CST, Wednesday, January 15, 2020, via email to Dr. Linda Kaiser at KaiserL@parkhill.k12.mo.us.

Responses will be in the form of an email, and will be sent to all firms who have notified the District of an intent to respond. Verbal responses and/or representations shall not be binding on the District.

District will respond to firms with responses to clarification questions no later than 5:00 PM CST, Wednesday, January 22, 2020.

PROPOSAL MODIFICATIONS AND CANCELLATIONS

The District reserves the right to modify or cancel any part of this proposal after issuance in the form of an addendum, which will be e-mailed to each offer or that has notified the District of their intent to provide a proposal for consideration. All addenda will be posted to the District website. It will be the responsibility of the firm to be informed of any addenda submitted by the District.

PROPOSAL FORMAT

The Proposal shall be submitted in one of the following manners by the due date:

- a. sealed in an envelope with “Substitute Management Services Proposal” clearly marked on the front of the envelope. Park Hill School District assumes no responsibility for the delivery of mail via U.S. Post Office or other means.
- b. faxed to (816) 359-4049 with the title “Substitute Management Services Proposal” clearly marked on a cover page and directed to Dr. Linda Kaiser, Director of Human Resource Services.
- c. emailed to Dr. Linda Kaiser at KaiserL@parkhill.k12.mo.us with “Substitute Management Services Proposal” clearly stated in the subject line.

PROPOSAL DUE DATE AND TIME

Proposals are due no later than 2:00PM CDT, Monday, February 3, 2020. Proposals received after the date and time shall not be considered and will be returned unopened. There will be no public opening of proposals. Full disclosure of all proposals will be made available after an award has been made.

CONFIDENTIALITY

All proposals and supporting documents become public information after the submission date and time, except such information that discloses propriety or financial information submitted in response to qualification statements, all in accordance with the Missouri Open Records Act.

SIGNATURE SHEET

Any proposal submitted MUST include the Signature Sheet found in this RFP which has been signed by an individual authorized to bind the vendor. All proposals submitted without such signature may be deemed non-responsive.

PROPOSALS BINDING

All proposals for service shall remain valid and be binding upon the respondent if accepted by the District within ninety (90) calendar days of the proposal submission date. All proposals shall be signed by an authorized representative of such company.

NEGOTIATION

The District reserves the right to negotiate any and all elements of any proposal direct with the provider. No changes in or to the proposal submissions will be permitted subsequent to the proposed target date unless approved by the District. The District may request clarifications on any portion of the proposal in order to develop a comprehensive assessment of the proposal.

RIGHTS RESERVED

The District reserves the right to accept or reject any or all proposals, and to waive any technicalities or irregularities in any proposals, and to make award to the response which in the District's opinion is the most advantageous to the District. Each proposer agrees that the submission of a proposal constitutes an agreement by the proposing firm to waive any legal claim against the District should the District fail to select their proposal.

CONTRACT PERIOD

The term of the contract shall be a one (1) year period commencing upon approval of the contract award, with subsequent option for annual renewals for an additional four (4) years. The District reserves the right to review contracts on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

All pricing must be guaranteed for one year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 90 days prior to the effective date. Requests for a price adjustment must include sufficient documentation supporting the request.

TERMINATION

Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the District until said work or services are completed and accepted.

TERMINATION FOR CONVENIENCE

In the event the contract is terminated or cancelled upon request and for the convenience of the District, without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

TERMINATION FOR CAUSE

Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

EXPENSES

The District will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal.

GOVERNING LAW

Any accepted firm(s) shall comply with all local, state and federal laws and regulations related to the performance of the program being offered. The proposing firm(s) must be registered with and maintain good standing with the Missouri Department of Insurance, as may be required by law or regulation. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

TAX EXEMPTION

The District and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

DISCLAIMER OF LIABILITY

The District, or any of its Agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

HOLD HARMLESS

The proposing firm shall agree to protect, defend, indemnify, and hold the Board of Education, Park Hill School District, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.

ASSIGNMENT

Contractors are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, agent, company, or corporation without the previous written approval of the District.

ANTI-DISCRIMINATION CLAUSE

No respondent of this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

CONFLICT OF INTEREST

The successful firm shall not have conflicts of interest as to any decisions or revenues (other than that fully disclosed herein) from the results of any recommendation made on behalf of the firm. In addition, the firm shall fully disclose any potential conflicts of interest they may have with the District. No salaried officer or employee of the District and no member of the Board of Education shall have a financial interest, direct or indirect, in this proposal for services being solicited. A violation of this provision renders the contract void. The successful firm further covenants that in the performance of this contract no person having such interest shall be employed to work on this project.

INSURANCE

The successful firm must maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, combined single limit for bodily injury and property damage with the District named as the additional insured.

SELECTION PROCESS

Proposals will be evaluated by a committee of Park Hill staff. Evaluations will be based on the following:

- Responsiveness to the basic requirements of the RFP
- Ability to provide requirements and scope of services
- Ability to provide on-site staffing support
- Cost
- Experience and at least three (3) References

Systems Access, Reports, Support
Transition Plan
Training
Marketing and Recruitment

BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations, professional news articles and reference checks, in addition to the evaluation criteria contained herein, and any other information or factors deemed relevant by the District, shall be utilized in the final award.

INTERVIEW

The District may decide to conduct on-site interviews with selected companies if needed. If on-site interviews are scheduled, they will take place at the District Office on Thursday, February 13, 2020.

TIMELINE

Request for Proposal Issued	Thursday, December 19, 2019
Deadline to Submit Questions	2:00 p.m., Wednesday, January 15, 2020
Distribution of Answers Via Email	5:00 p.m. Wednesday, January 22, 2020
Proposals Due	2:00 p.m., Monday, February 3, 2020
On-site Interviews (if needed)	February 13, 2020
Recommendation to School Board (1 st Read)	February 27, 2020
Recommendation to School Board (2 nd Read)	March 12, 2020

The timeline listed above is the District’s estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule; however, it is subject to change due to unforeseen circumstances.

PROPOSAL REQUIREMENTS

It is important that your responses be as brief and to the point as possible. Voluminous presentations are NOT encouraged.

Proposals will be evaluated by a team of District personnel using an evaluation rubric aligned with the criteria below.

1. **Brief History of the Firm:** Provide a brief history of the firm, including main administrative office location and name/time/contact information of all administrative officers of the firm.
2. **Experience and References:** Provide information and documentation of experience and proven track record with large volume clients in placing up to 120 substitutes per day, a documented fill rate of not less than 95% per day. Include at least three (3) references from similar-sized clients with contact information.
3. **Cost:** Include all anticipated annual costs.
4. **Local and Regional Support:** Outline support extended to the District as part of the proposal. On-site support will be a requirement of the firm as well as regional and/or off-site support.
5. **Systems Access, Reports, Support:** An online management system with mobile capability is a requirement of the scope of services. Outline all data security protocols of the firm, as well as the ability to integrate with other District systems for the transfer of absence and leave data. Outline technology support for trouble-shooting issues should they arise, as well as technology support for data interface development with District systems.
6. **Transition Plan:** Provide anticipated steps and timeline for transition. The District anticipates all transition to be complete by July 1, 2020.
7. **Training:** Provide information on all initial and on-going training for substitute staff and District staff.
8. **Marketing and Recruitment:** Provide information related to anticipated marketing and recruiting efforts by the firm.

SCOPE OF SERVICES

POSITIONS INCLUDED

The following teacher and support staff positions and rates of pay are to be used:

Long Term Substitute Teacher (at least 10 days), Full Day/Half Day:	\$140.00/\$70.00
Retired from PHSD Substitute Teacher, Full day/Half Day:	\$112.00/\$56.00
Substitute Teacher, Full Day/Half Day	\$108.50/\$54.25
Substitute RN, Full Day/Half Day	\$154.00/\$77.00
Substitute LPN, Full Day/Half Day	\$112.00/\$56.00
Teacher Assistant (Paraprofessional), Full Day/Half Day	\$ 98.00/\$49.00
Clerical Staff, Hourly	\$15.50 hr
Media Assistant, Hourly	\$14.00 hr
Preschool Lead Teacher, Hourly	\$14.00 hr
Certified Recess Supervisor, Hourly	\$14.00 hr
Virtual Lab Assistant, Hourly	\$14.00/hr
Campus Supervisor, Hourly	\$14.00/hr
Preschool Associate Teacher, Hourly	\$12.00 hr
Lunchroom/Playground Supervisor, Hourly	\$12.00 hr
Building Assistant, Hourly	\$12.00 hr

RESPONSIBILITY

The successful firm will provide all services, supplies, resources and personnel necessary to perform the work defined in this RFP. The District will not be responsible for travel/mileage expenses. The successful firm shall be an independent contractor and not an agent or employee of the District. Substitute staff assigned by the firm to provide services to the District shall be employees of the firm – not District employees. The firm shall adhere to all requirements of federal, State of Missouri and local laws, rules, regulations, statutes, etc. pertaining to hiring/employment and business operations.

MAJOR SERVICES REQUESTED

Major services to be provided are as follows. The firm shall:

- Conduct employee background checks in accordance with state and federal laws.
- Recruit, screen and employ substitute Teachers and Staff in compliance with state/federal laws and District standards (i.e., minimum qualifications, dress standards, skill level, etc.).
- Assign consistent on-site support personnel to work with the District to develop and/or manage the system, provide training and ongoing support.
- Provide total access to the automated substitute management system including the capacity to link to District payroll services and District time/attendance systems for data transfer, auditing and authorization purposes.

- Provide software training to District staff. Training to be oriented towards the installation, operation and use of the software and staffing logistics. All training to be conducted at District's site.
- Provide District with information necessary to comply with State of Missouri requirements.
- Provide training to substitutes in position-specific topics prior to placement.
- Provide seamless transition/implementation from current District substitute management system and services to the successful offeror's system and services.
- Provide for the full method of transition of substitute information to the District in the event of termination of services.

AUTOMATED SUBSTITUTE MANAGEMENT SYSTEM REQUIREMENTS

The firm shall utilize an automated substitute management system with mobile phone compatability for the assignment of substitutes.

The automated system should have the capability to produce the following reports:

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

The firm should outline all data security protocols and comply with the District's system integration requirements and data privacy statement:

SYSTEM INTEGRATION

- The firm must provide a scheduled, automated and secure interface to export staff absence data for import into the Districts time keeping solution, (Kronos) or the District's Human Resource system (Alio).
- The firm must provide a scheduled, automated and secure method to import District staff data into the firm's application.
- The firm must work with the District's technology staff to implement any interfaces needed to integrate the District's systems with the firm's systems.

DATA PRIVACY AGREEMENT

(See Appendix A)

ADDITIONAL REQUIREMENTS

The firm should:

- Have a thorough understanding of the types of statutes, policies and procedures school districts must follow.
- Provide information pertaining to the firm's organizational structure, names and credentials of those who will service the District account.
- Have the capacity to invoice the District for services provided in a timely manner.
- Maintain Workers Compensation insurance covering the offeror's employees while those employees are engaged in performing services under the contract.
- Provide documented proof that during the course of the contract there will be continuity in the assignment of staff and documented proof that staff assigned will have the appropriate certification/qualifications.
- Provider to specifically demonstrate its local and regional support that will be provided to Park Hill School District.
- Require substitutes to adhere to the District's policy that prohibits drug/alcohol/tobacco use and the possession of any type of weapon in District buildings, vehicles or on District grounds.
- Be capable of meeting the District's financial requirements and qualified in providing the services outlined in this document in a cost effective and efficient manner consistent with state and federal laws and regulations.

FELONY CONVICTION NOTIFICATION

The person or business entity that enters into an agreement with this school District must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The District may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement.

By submitting this offer and signing this certificate, this bidder:

Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and

Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official: _____

Date: _____

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) VERIFICATION

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a. agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b. affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c. affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d. affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e. agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f. agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g. agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this ____ day of _____, 20__.

_____ NOTARY PUBLIC

My commission expires:

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in the Park Hill School District RFP for Substitute Management Services.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business commerce, or any act of fraud.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Park Hill School District, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Park Hill School District, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Park Hill School District.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Federal I.D. #: _____

Signature: _____

Name (print/type): _____

Title: _____

DATA PRIVACY AGREEMENT

1. **Security and Data Stewardship Provisions.** Vendor shall maintain at all times reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the personally identifiable student, staff, parent or guardian data in its custody. Such safeguards shall include, at a minimum, the following:
 - a. Encryption technologies to protect data while in motion or at rest.
 - b. Guidelines for authorizing access to student information, including but not limited to the use of strict user login credentials and passwords.
 - c. Adhere to privacy compliance standards, including but not limited to the latest recommendations of the International Organization for Standardization (ISO) and Payment Card Industry Data Security Standards (PCI DSS).
 - d. Regular training of employees for complying with this agreement, including but not limited to FERPA, COPPA, and other applicable privacy laws.
 - e. Regular updating and patching of network software, servers, and endpoint equipment.
 - f. Regular penetration testing, vulnerability management, and intrusion prevention.
 - g. Maintains all network equipment and devices in a secure facility where access is actively monitored and managed by secure ID cards and or entry logs.
 - h. Performs regular backups and maintains redundant disaster recovery systems at a different physical site.
 - i. Monitoring and logging of all network activity.
 - j. Perform background checks on all personnel having access to District information.
 - k. Has a process for defined process for authenticating callers, resetting access controls, establishing and deleting accounts.
 - l. All District data and information collected and/or accessed under this agreement will be maintained and processed in compliance with relevant federal and state laws, regulations, and policies.
 - m. All data, including at rest, in motion, backups and data residing in fail-over sites, shall reside within the physical boundaries of the United States.
 - n. District data shall not be comingled with data from other customers without proper technical or physical separation.
 - o. Vendor shall perform, at least annually, a comprehensive security audit of its network and systems, with such audit being performed by a reputable organization known to provide such services, and provide the results of each such audit to the District upon completion, but in no event later than thirty (30) days of the completion of each such audit.

2. **Breach response.** In the event of a security breach or unauthorized disclosure of personally identifiable information, the Vendor shall:
 - a. Pay all costs and liabilities incurred by the District related to the security breach or unauthorized disclosure including, but not limited to, the costs of responding to inquires about the security breach or unauthorized disclosure, of notifying subjects about the breach, of mitigating the effects of the breach for the subjects, and of investigating the cause or consequences of the security breach or unauthorized disclosure, and correcting or remedying each such cause.
 - b. Shall notify the District within a commercially reasonable time, but in no event later than thirty (30) days after discovering a breach or unauthorized disclosure. Vendor shall cooperate with District as reasonably requested in preparing and sending notifications to subjects of the breach.

3. **Collection Provisions.** Prior to Vendor collecting and/or gaining access to any education records under this agreement, Vendor shall provide District with its then-existing breach-remediation plan, and such plan shall be approved by the District prior to collection and/or access to any education records. A complete list of all data elements to be provided by District and/or collected by Vendor under this Agreement, including metadata.
4. **Data Use, Retention, Disclosure, and Destruction Provisions.** Vendor shall destroy all personally identifiable information, including metadata and all backups, in its custody upon request and/or at the termination of this agreement, and provide certification to District of same; provided, however, that prior to doing so, the Vendor shall be given the opportunity to receive any such information in a format decided by District upon its reasonable request. Any information collected by the Vendor during the term of this agreement shall not be used by or disclosed to any third party for the purposes of any commercial use, including but not limited to, advertising, marketing products or services, compilation of lists (whether data is aggregated or not) for sale or rental, analyzing or assessing data collected or accessed, development of future products or services, or creation of individual, household, or group profiles. Vendor acknowledges and agrees that at all times during the term of this agreement, the District maintains ownership and direct control of all data collected or accessed under this agreement, including metadata, the Vendor may be collecting or accessing, and that Vendor does not own, nor does it acquire any right or license to the data other than as necessary to perform its obligations under this agreement. All information collected by Vendor under this Agreement shall be maintained separately from and not co-mingled with any data of any other person. Vendor shall provide to District a breakdown of all types of student information it collects, how it uses such information, and any disclosures and to whom of such information at least annually to District. Not limiting any of the foregoing, the Vendor shall not use any information it collects under this agreement for any use except as necessary to fulfill its obligations under this agreement or otherwise authorized by the District.
5. **Data Access Provisions.** Vendor shall facilitate the inspection, review, access, and amendment of student information in its custody by parents and/or eligible students. Requests for access, inspection, and review of student information shall be provided through the District, unless otherwise agreed to, to the requesting parent and/or eligible student in accordance and within the timeframes established under FERPA, as amended. Only authorized persons of Vendor shall have access to information collected by Vendor under this agreement, and then only when necessary to provide the services hereunder.
6. **Modification, Assignment, Duration, and Termination Provisions.**
 - a. **Modification.** This agreement may not be altered, amended, or modified in any way except by a writing signed by the parties hereto.
 - b. **Assignment.** Vendor shall not subcontract, delegate, assign, or otherwise transfer any of its obligations or rights under this agreement unless such third-party agrees to be bound by terms no less restrictive than those contained under this agreement, and prior approval is provided by District to Vendor.
 - c. **Term.** This initial term of this agreement shall be for a period of one (1) year and shall be renewed for successive [one] year periods unless either party provides the other with no less than ninety (90) days advance written notice of its intent not to renew.
 - d. **Termination for Insolvency.** In the event Vendor is acquired or becomes insolvent, is adjudged bankrupt, makes an assignment for the benefit of its creditors, has its business placed in the hands of a receiver or trustee, or otherwise defaults on any of its financial obligations, Vendor shall provide immediate notice of same to District, and District may, upon written notice, immediately terminate and, in addition to any other right or remedy available to District, demand the return of all District data and information, and receive any assistance, as reasonably requested by District, to help in the transfer and setup of alternative services at no additional

cost to District [or in the alternative and if applicable, can have an escrow setup: Vendor agrees to place all source code associated with Vendor Software ("Source Code") in a third-party escrow arrangement with a designated escrow agent who shall be named and identified by Vendor and agreed to by District, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to District. In the event that the Source Code is released to District pursuant to the terms hereof, District shall be entitled to, and Vendor hereby grants to District, a perpetual, royalty free, use and access license to the Source Code, and furthermore, upon said release, District shall have the right to modify the Source Code in its sole and absolute discretion, and all such modifications and derivative software products will solely belong to District.]

- e. Termination for Breach. District may terminate this agreement at any time upon thirty (30) days advance written notice if Vendor violates or breaches any provision of this agreement, including but not limited to any provision of applicable law.

7. Insurance, Indemnification, Reps and Warranty Provisions.

- a. Insurance. During the term of this agreement and for a period of at least one (1) year thereafter, Vendor shall maintain the following types and minimum amounts of insurance coverage: (a) commercial general liability insurance (including contractual liability, bodily injury, property damage, and personal injury) with a combined single limit of not less than \$2,000,000 (per occurrence) and \$5,000,000 (aggregate); (b) professional liability insurance covering the errors and omissions of its employees providing professional or technical services with a coverage limit of not less than \$2,000,000 per person/occurrence; (c) data security/breach insurance covering liability for unauthorized access to, breach of, or use of information collected or accessed by Vendor under this agreement with a limit of not less than \$2,000,000 per claim and \$5,000,000 in the aggregate; and (d) workers' compensation insurance complying with the coverage limits and in all other respects with applicable state workers' compensation laws covering its employees and/or agents for work related injuries suffered by such employees and/or agents. Vendor shall maintain all of the foregoing policies of insurance with reputable carriers and shall, on an annual basis, furnish District with certificates of insurance evidencing their terms of coverage. All such insurance policies shall be written as primary coverage and not contributing with or in excess of any coverage that District may carry. Vendor shall cause District to be added as an additional insured, as its interests may appear, on all such insurance policies.
- b. Indemnification. Vendor shall indemnify and hold harmless District from and against any and all losses, expenses, damages, liabilities, and obligations, including, without limitation, reasonable court costs and attorneys' fees (collectively, "Losses") suffered or incurred by District to third parties if and only to the extent that (i) such Losses are directly caused by the Vendor's negligence or intentional misconduct, or by the Vendor's breach of its representations, warranties, or covenants in this agreement, or (ii) such Losses arise out of injury or death to persons, or infringement upon or violation of any patent, copyright, trade secret, or similar proprietary right of any third party, or any theft or misappropriation of personal confidential data with respect to information Vendor collects or accesses from District under this agreement.
 - i. Data Breach Indemnity. Notwithstanding any provisions of this agreement to the contrary, Vendor shall be responsible for all costs and expenses related to any such notifications and other associated costs (e.g. costs of credit monitoring services offered to individuals whose information was affected, legal fees, call center services, forensics services, and similar remediation costs) as a result of any data breach or unauthorized disclosure by Vendor. The remedies set forth herein shall be in addition to any other remedies available to District at law or in equity.
- c. Representations and Warranties. Vendor agrees, represents, and warrants that at all times during this agreement, it agrees that it will:

- i. at all times comply with applicable federal, state, and local laws, including but not limited to FERPA, COPPA, and PPRA;
- ii. will abide by all District rules, policies and procedures;
- iii. not use and will limit access to information collected by Vendor under this agreement only to those authorized persons of Vendor as necessary to provide the services hereunder;
- iv. ensure that the services will be free of substantial defect and be performed in a professional and workmanlike manner, and substantially in accordance with the descriptions for such services;
- v. ensure the services to be provided hereunder do not infringe any third-party intellectual property rights; the services are free from viruses, back doors, time bombs, drop dead devices, Trojan horses, worms, and other destructive or malicious code and routines designed;
- vi. use reasonable efforts to maintain, secure, and protect the information and data collected and accessed by it;
- vii. has the requisite corporate or limited liability company right (as applicable), power and authority to enter into, and perform its obligations under this agreement;
- viii. that entering into this agreement and performing as contemplated hereby will not breach, conflict with, or constitute a default under any other agreement, arrangement, or instrument;
- ix. have the full and exclusive right necessary to grant all licenses, access, and other rights granted herein, and to fulfill its obligations under this agreement.

8. **Scope and Other Terms.** Vendor shall provide advance written notice to District of any changes to Vendor's policies or practices that affect its obligations under this agreement, and such changes shall be approved by District before any changes go into effect. All District policies and terms of service are hereby incorporated into this agreement. No unapproved Vendor policy or terms of service shall govern the use of Vendor's service, whether or not agreed to by a student, teacher, or other unauthorized District personnel, nor shall any unauthorized District personnel be able to bind or otherwise modify this agreement. Any conflicting terms between this agreement, District policies, or other Vendor policies (if approved by District), including any terms of service or other policy that must be approved by a user to access the Vendor service, shall take priority as follows: District policies, this agreement, and approved Vendor policies.
9. **Service Level and Support.** Vendor shall abide by its service level commitments and maintain adequate support personnel to effectively provide assistance to District and meet its commitments under this agreement.
10. **Governing Law.** This agreement shall be construed and interpreted and the rights of the Parties determined in accordance with the laws of the State of Missouri, without regard to any choice of law rules.
11. **De-identification of Data.** This provision should only be used if Vendor insists on the use of information it collects or has access to for purposes other than as necessary for performance under the agreement.] Vendor may, upon prior written consent of District for each such use, use information collected or accessed by it under this agreement if, and only if, Vendor de-identifies the information so that the information is no longer connected or capable of being connected to an individual student or person. The de-identification process shall be provided to and approved in advance by District prior to any such use or de-identification. Evidence of d-identification must be provided to the District within thirty (30) days upon written consent.