WILLIAMSON COUNTY SCHOOLS
RFP #1028 - OUTSOURCED SUBSTITUTE TEACHER SERVICES

Williamson County Schools (WCS) is currently soliciting sealed proposals for employment and personnel management services for substitute teachers for the district. Proposers shall submit sealed proposals using the attached forms. Proposers may include any related literature, brochures or written material pertaining to this proposal in the sealed envelope. Sealed proposals must be submitted on or before 10:30 a.m. on Thursday, July 14, 2016, at which time proposal envelopes will be publicly opened. Absolutely no proposals will be accepted after this time. Faxed and emailed proposals will not be accepted. Sealed proposal envelopes shall be stamped (date and time) by WCS to verify the authenticity of receipt and should be sent to the address listed below as the proposal opening will take place at the same address:

Williamson County Board of Education
1320 West Main Street Suite 202
Franklin, TN 37064
Attn: Purchasing Department

THE FOLLOWING INFORMATION MUST BE PRINTED ON
THE OUTSIDE OF THE PROPOSAL ENVELOPES:

- WCS RFP #1028 - Outsourced Substitute Teacher Services
- Company Name
- Date and Time of Proposal opening

THE FOLLOWING INFORMATION MUST BE INCLUDED
INSIDE THE SEALED PROPOSAL ENVELOPES,
Electronically submitted proposals WILL NOT be accepted.

- Completed Proposal Form (form attached), one (1) original and one (1) copy, and one (1) electronic copy
- Proposal must be accompanied by all required documents as outlined in the RFP
- Tennessee Drug Free Workplace Affidavit (as required by TCU 50-9-113) (form attached)
- Criminal Background Compliance Affidavit (as required by TCU 49-5-413) (form attached)

This proposal document was prepared by the WCS Purchasing Department. Please read the specifications carefully. If you have questions concerning this request for proposal document, contact the WCS Purchasing Department at 615-472-4010.
WCS reserves the right to accept or reject proposals, before or after the proposal opening, upon the evidence of (as determined by WCS Staff) a proposer is not necessarily qualified by experience is not in a position to perform the work specified in the time allotted or upon evidence of collusion with intent to defraud or other illegal practice.

SECTION I – GENERAL TERMS AND CONDITIONS

1. The Project Services may be awarded to the lowest proposer or best overall proposal and WCS reserves the right to award based on quality, price and availability of services specified whichever is in the best interest of WCS.

2. It is the intent of WCS to award to one proposer. The proposal will be awarded on an overall bottom line turnkey project basis. The proposal will be awarded based on pricing/cost and service as validated through references and other qualitative consideration as submitted through the Request for Proposal (RFP) process. Award shall be made based on best or most responsive proposal as determined to be in the best interest of WCS. Our intent is to award the RFP to the lowest, best and most responsive competitive proposal.

3. Breach of Contract or Default by the awarded proposer may result in the loss of ability or the opportunity to continue the proposal or conduct business with WCS. In the event the awarded proposer fails to perform, WCS reserves the right to begin negotiations with the “next best proposer” in order to complete the project or services.

4. Please note that this project will be very competitive and it is our desire to award the project to the single overall most compelling proposer as evaluated and determined by the WCS staff. This solicitation is an RFP for this reason, to reiterate, this is a Request for Proposal (RFP) versus a hard Request for Bid (RFB).

5. The proposal is ultimately subject to funding (as with all WCS RFP projects). WCS is a tax exempt organization. Although WCS is tax exempt – the proposer(s) are responsible for (and the proposal cost must reflect) any and all sales and use tax for the materials and or equipment to be provided and/or used.

6. Proposal is not limited or restricted to any specific brand, service provider or proposer. The services on which proposals are submitted and based should be of such character or quality of design as will serve the purpose for which it is to be used. WCS reserves the right, through the Finance Department to make such determinations. When no reference is made by the proposer to the make or grade proposed to be furnished, it is understood that the specific article named in the proposal sheet will be furnished.

7. All proposals are to be complete in every detail as required. Proposals that are incomplete contain irregularities or are not in accordance with the specifications may be rejected.

8. By signing and submitting your proposal in a sealed envelope with Williamson County Schools, proposer agrees to all of the specifications, terms and conditions of this WCS RFP document. If you find any of these terms unacceptable, please do not submit a proposal.
9. Proposals are to be valid for a minimum of 90-days or until awarded, whichever comes first. Proposers are encouraged to give most aggressive “all in” pricing. Pricing should remain consistent throughout the life of this RFP. Upon mutual agreement of WCS and awarded proposer, this RFP may be renewed on an annual basis, not to exceed a total of five (5) years. WCS reserves the right for any resulting agreement from the RFP to cancel the contract with written notice within 30 days without penalty.

10. The language of the RFP shall be binding unless mutually amended by WCS and the Awarded Proposer. Issuance of the purchase order will be the award notice. The terms and conditions of the WCS RFP and detailed purchase order shall constitute the entire agreement.

11. Employment Service providers are encouraged to provide their most competitive all in proposal process for each of the required items on the proposal cover sheet.

12. Any qualified employment service provider is encouraged to submit a proposal on this project.

13. This project will be performance based. Awarded proposer must guarantee a 99% monthly achievement and satisfactory performance rating. In the event this 99% rating has not been met, WCS reserves the right to make monthly invoice deductions based upon a preset rating schedule. Rating schedule has been included in Exhibit D.

14. Invoices must be reflective of original proposal. WCS will not honor any extra or added charges that are presented after the proposal has been awarded. Invoices shall be submitted one (1) time per month electronically to Williamson County Schools. Each invoice shall be submitted with an electronic file with all required recordkeeping details as outlined in the Scope of Project section of this RFP.

15. WCS has the right to dispute any questionable charges by contacting the service agency either by phone, e-mail or in writing. Invoice must be reflective of original proposal and must include a valid WCS purchase order number to be paid. Proposer’s should submit the most competitive “all – in” proposal/cost. Invoices shall be pursuant to the terms of this RFP and the corresponding purchase order.

16. WCS shall accept all proposals that are submitted properly. However, WCS reserves the right to request clarifications or corrections to proposals.

17. All requests for clarification by WCS will be done in writing via email. Said requests should not alter the proposers pricing information contained in its cost proposal.

18. Acceptance of a proposal by WCS or a submission of a proposal to the school district offers no rights upon the proposer nor obligates Williamson County Schools District in any manner.

19. WCS will through this competitive process identify the best two proposals submitted. Once this determination has been made, WCS reserves the right to negotiate final terms and conditions between two firms in order to make the final award decision that is in the best interest of WCS.
SECTION II – OBLIGATIONS

The terms and conditions of this document shall be part of the contract. Williamson County Schools reserves the right to negotiate other terms and conditions it deems appropriate and necessary.

1. INDEMNIFICATION/HOLD HARMLESS: The awarded proposer shall indemnify, defend, save and hold harmless Williamson County Schools, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2. The proposer shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.

3. The proposer shall be responsible to comply with all local, state, and federal laws, regulations, licensing, and other requirements as applicable. This includes but is not limited to compensation, hours to work, or their conditions of employment. All proposers must provide evidence of current business license as requested by WCS.

4. The terms of this proposal shall begin concurrent with our current fiscal year and shall continue through June 30, 2017 (this will be considered as year 1), unless sooner terminated as provided herein. This RFP may be renewed with annual consecutive renewals up to 4 years, not to exceed 5 years (including the first year).

5. WCS Purchasing Manager must approve any change in offers to original proposal specifications.

6. The proposal should include all necessary software, associated hardware, training sessions, implementation and technical support. Absolutely no “added expenses” will be paid after the proposal is awarded. Proposers should include all overhead in the total bottom line price of the proposal.

7. All proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification. By signing the proposal, proposer acknowledges that requirements of the proposal have been read and understood. The response to the RFP will be included as an attachment to the contract to ensure compliance without any additional cost to WCS.

8. Within ten (10) consecutive calendar days of award of contract, WCS will require the awarded proposer to obtain and maintain throughout the term of contract the following insurance listed below. Each policy shall name WCS as an additional insured. Certificate(s) of Insurance evidencing the required coverages are in place must be provided to WCS.
   a) Workers compensation insurance coverage as required by applicable law for all employees performing outsourced substitute teacher services under the contract.
   b) Comprehensive general liability insurance with a policy limit not less than $1,000,000 per occurrence and $1,000,000 in the aggregate, and
   c) Employee fidelity bonds covering all employees providing outsourced substitute teacher services under the contract.
9. WCS will not be liable in any way for any costs incurred by any proposer for preparation of proposals, communication, travel, and any other associated expenses and/or demonstrations.

10. If the awarded proposer fails to sign and return the contract within 14 consecutive calendar days of its delivery, WCS may, at its sole discretion, cancel the award and begin negotiation with the next best evaluated proposer.
SCOPE OF PROJECT

Williamson County Schools, which operates a total of 44 primary and secondary schools within its district. (See complete list of schools, Exhibit A), desires to retain services that will provide outsourced substitute teacher and special education teacher assistants for all of its schools. WCS has an estimate of 2,216 certified teachers, (this includes the estimated new hires for the 2016-2017 school year), with an average daily vacancy rate of 3%. The certified teacher positions include: classroom teachers, system-wide educators working in English as a Second Language (ESL), and early childhood/pre-k. WCS has an estimate of 650 teacher assistants, (this includes the estimated new hires for the 2016-2017 school year) with an average daily vacancy rate of 9%. The teacher assistant positions include: Special Education (SPED) teacher assistants, pre-k teacher assistants, and Career Technical and Education (CTE) teacher assistants for early childhood/daycare.

For this RFP, WCS seeks to outsource the substitutes needed to supplement the needs of the current certified teachers and teacher assistant vacancy rates. Awarded proposer will provide substitutes for any unfilled absences up to a maximum of 20 school days for each position. Awarded proposer will provide substitutes for all day-of, unfilled full day and half day absences for certified teacher positions including, but not limited to: classroom teachers, system-wide educators working in ESL, and early childhood/pre-k. Awarded proposer will also provide substitutes for all day-of, unfilled absences for teacher assistant positions including, but not limited to: SPED teacher assistants, pre-k teacher assistants, and CTE teacher assistants for early childhood/daycare. Awarded proposer shall provide coverage for these positions on any given day. The vacancy and fill date for the 2015-2016 school year has been provided below. Quantities listed are for information disclosure purposes and are accurate for the 2015-2016 school year. It is reasonable to ascertain that the information will be consistent for future district growth.

School Year 2015-2016

- Date of highest reported sub requests: 04/15/16 | 368 subs needed
- Date of highest number of reported sub requests for teachers filled: 05/06/16 | 241 filled
- Date of highest number of reported sub requests for teacher assistants filled: 03/18/16 | 70 filled
- Date of highest number of reported sub requests for teachers unfilled: 04/15/16 | 51 unfilled
- Date of highest number of reported sub requests for teacher assistants unfilled: 04/22/16 | 30 unfilled
- Total substitutes requested for the year: 35,316

WCS desired plan is to have outsourcing of substitutes implemented with live usage within 60 days of RFP award.
Service and Operation Requirements:

- Awarded proposer will be the considered the employer of all persons performing outsourced substituting services under this project. Awarded proposer must recruit, interview, test, select, hire, terminate, train (see Exhibit F), and compensate the employees who will provide the outsourced substituting services. Awarded proposer will solely be responsible for selecting, hiring, disciplining, reviewing, evaluating and terminating its employees. Awarded proposer will solely be responsible for all contributions, wages, taxes, and assessments with respect to its employees under all applicable federal, state, and local laws. No person providing outsourced substitute teacher services shall be eligible for any benefits, which may be available to the employees of WCS. Any compensation or benefit payable to the awarded proposer employees shall be the sole and exclusive responsibility of the awarded proposer.

- Awarded proposer shall honor the current school exclusions and/or terminations that have been set in place by WCS previously.

- Awarded proposer must recruit, interview, test, select, hire, and train all employees who will provide outsourced substitute teacher services. Employees of the awarded proposer must meet at a minimum all the requirements outlined in Exhibit B. Awarded proposer will perform background checks for all employees who will perform outsourced substitute teacher services at the expense of the awarded proposer in compliance with the TCA 49-5-413 (Exhibit C). WCS reserves the right to review, accept, reject, and/or deny any employee of the awarded proposer. WCS also reserves the right to reject any employee of the awarded proposer at any time based upon the employee’s job performance or for whatever reason WCS determines at its sole discretion. Each employee of the awarded proposer must be provided with a picture identification badge identifying him/her as an approved substitute teacher of the awarded proposer, at the expense of the awarded proposer.

- Awarded proposer must establish a training program for all of its employees who will perform outsourced substitute teacher services. Requirements of Exhibit F must be met at a minimum within the training program offered by the awarded proposer. All employees must successfully complete the training program conducted by the awarded proposer in cooperation with WCS. Awarded proposer must provide an instructional manual and/or training materials to all employees who will be providing outsourced substitute teacher services. Said instructional manual and/or training materials shall be prepared in cooperation with WCS and shall include all information which may be requested by WCS, including but not limited to WCS safety procedures, cash collection procedures, professional behavior, ethics, and dress codes, etc.

- Any absence up to 20 days is considered a short term assignment and may be filled with a substitute, certified or not certified.

- Awarded proposer will begin managing vacant positions beginning at 5 a.m. each day. Any position not been filled by 12 noon must be reported to WCS immediately. To coordinate vacancy activity, awarded proposer must have a substitute placement and absence management software program that is compatible to AESOP, the current software used by the district.

- Awarded proposer shall electronically maintain substitute vacancy usage data reports, and any other additional reports as deemed necessary, see Exhibit E. The information shall be submitted in an electronic file, the format of which shall be acceptable to WCS, e.g. Excel spreadsheet or CSV file.
Awarded proposer shall maintain and electronically submit with a monthly invoice the following detail for each substitute. The information shall be submitted in an electronic file, the format of which shall be acceptable to WCS, e.g. Excel spreadsheet or CSV file. Billing invoice and related electronic file totals should be exact match.

- Substitute name
- School of service
- Date of service
- Teacher name
- Teacher identification number
- Billing Rate
- Type of service
- Length of service
- Charge for the service

In the event that it becomes necessary for WCS to disclose confidential information to the awarded proposer and/or its employees so that they may effectively provide the necessary services under the proposal, the awarded proposer agrees that all such information which has been designated confidential in writing by WCS will be kept confidential by the awarded proposer and its employees.

Alternate Proposal

Williamson County Schools may seek to outsource 100% of substitute services covering all certified positions and classified positions. Alternate proposal shall cover 100% vacancy for all certified positions on any given day. Awarded proposer will provide substitutes (see definition, Exhibit G.) for any unfilled absences up to a maximum of 20 school days for each position. As defined by WCS this will include: classroom teachers, system-wide educators working in ESL, and early childhood/pre-k. In addition, this will include the following teacher assistant positions: SPED teacher assistants, pre-k teacher assistants, and CTE teacher assistants for early childhood/daycare.

Alternate proposals must follow the same required format listed. All listed terms, conditions, obligations and scope of project will remain the same for the alternate proposal in addition to any items listed below. A separate item on the proposal form will be listed for outsourcing 100% substitute services.

- Awarded proposer will use its best efforts to provide substitutes for all teachers and SPED teaching assistant positions as requested. Awarded proposer will agree to use its best efforts to provide the same substitute teacher to fill absences that continue for more than one day. In accordance with the applicable rules, regulations and minimum standards as provided by the State of Tennessee. Awarded proposer will agree to prioritize the use of certified substitutes for vacancies of 20 consecutive days or more.

- Any absence up to 20 days is considered a short term assignment and may be filled with a substitute, certified or not certified. Assignments lasting 21 days or more are considered long term assignments and must be filled with a certified substitute. (see, Exhibit G.) The substitute is eligible for state rate in that position if they are endorsed and highly qualified for that position. Any assignment that is projected to last longer than 20 school days must be preapproved and include coordination to fill the position by WCS.
• Any position not filled by 12 noon of the current school day must be reported to WCS immediately.

• No employee benefits restrictions.

**WCS Projected Timetable:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP advertised in Tennessean Newspaper</td>
<td>Monday, June 13, 2016</td>
</tr>
<tr>
<td>RFP distributed to potential proposers</td>
<td>Tuesday, June 28, 2016</td>
</tr>
<tr>
<td>Deadline for questions from Proposers regarding RFP</td>
<td>Tuesday, July 5, 2016 by 2:30 p.m.</td>
</tr>
<tr>
<td>Addendums if necessary will be distributed</td>
<td>Thursday, July 7, 2016</td>
</tr>
<tr>
<td>Proposals due by 10:30 AM</td>
<td>Thursday, July 14, 2016</td>
</tr>
<tr>
<td>Anticipated Award Notice</td>
<td>Around mid-August</td>
</tr>
<tr>
<td>Anticipated Implementation Date</td>
<td>Approximately within 60 days of award</td>
</tr>
</tbody>
</table>

**RFP Questions:** Any question pertaining to this RFP can be submitted by email only to Kim Poullard at kim.poullard@wcs.edu. All questions must be received no later than 2:30 p.m. on Tuesday, July 5, 2016. A list of all questions and answers will be disclosed to all proposers on or before Thursday, July 7, 2016.

**Evaluation Process:** WCS requires proposers to submit competitive responses to this RFP that will meet WCS requirements identified in the RFP Specifications. WCS plans to negotiate final terms and details with a single awarded proposer. WCS reserves the right to deny all proposals. Proposers should complete all changes and clarifications to proposals before submitting for evaluation. WCS will establish a committee to evaluate and assess each proposal. The proposals will be evaluated on the content, solutions, the required specifications available, and overall cost. Evaluations will be based on subjective analysis (50 points) and qualitative analysis (50 points) covering the following list of items:

• Company executive summary
• Qualifications
• Implementation Plan
• Completed Proposal Form (form attached), one (1) original and one (1) copy, and one (1) electronic copy
• Tennessee Drug Free Workplace Affidavit (as required by TCU 50-9-113) (form attached)
• Criminal Background Compliance Affidavit (as required by TCU 49-5-413) (form attached)

The evaluation committee may select up to two (2) firms to schedule onsite presentations and demonstrations as deemed necessary. Upon completion of committee evaluations and presentations, WCS will begin to negotiate and select a firm that is determined to be the best value and in the best interest of the WCS District.
WILLIAMSON COUNTY SCHOOLS
RFP #1028 - OUTSOURCED SUBSTITUTE TEACHER SERVICES
EXHIBIT A

LIST OF ALL SCHOOLS:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allendale Elementary</td>
<td>2100 Prescott Way, Spring Hill</td>
</tr>
<tr>
<td>Bethesda Elementary</td>
<td>4907 Bethesda Road, Thompsons Station</td>
</tr>
<tr>
<td>Brentwood High</td>
<td>5304 Murray Lane, Brentwood</td>
</tr>
<tr>
<td>Brentwood Middle</td>
<td>5324 Murray Lane, Brentwood</td>
</tr>
<tr>
<td>Centennial High</td>
<td>5050 Mallory Lane, Franklin</td>
</tr>
<tr>
<td>Chapmans Retreat Elementary</td>
<td>1000 Secluded Lane, Spring Hill</td>
</tr>
<tr>
<td>Clovercroft Elementary</td>
<td>9336 Clovercroft Road, Franklin</td>
</tr>
<tr>
<td>College Grove Elementary</td>
<td>6668 Arno-College Grove Road, College Grove</td>
</tr>
<tr>
<td>Crockett Elementary</td>
<td>9019 Crockett Road, Brentwood</td>
</tr>
<tr>
<td>Edmondson Elementary</td>
<td>851 Edmondson Pike, Brentwood</td>
</tr>
<tr>
<td>Fairview Elementary</td>
<td>2640 Fairview Boulevard, Fairview</td>
</tr>
<tr>
<td>Fairview High</td>
<td>2595 Fairview Boulevard, Fairview</td>
</tr>
<tr>
<td>Fairview Middle</td>
<td>7200 Cumberland Drive, Fairview</td>
</tr>
<tr>
<td>Franklin High</td>
<td>810 Hillsboro Road, Franklin</td>
</tr>
<tr>
<td>Grassland Elementary</td>
<td>6803 Manley Lane, Brentwood</td>
</tr>
<tr>
<td>Grassland Middle</td>
<td>2390 Hillsboro Road, Franklin</td>
</tr>
<tr>
<td>Heritage Elementary</td>
<td>4801 Columbia Pike, Thompsons Station</td>
</tr>
<tr>
<td>Heritage Middle</td>
<td>4803 Columbia Pike, Thompsons Station</td>
</tr>
<tr>
<td>Hillsboro K-8</td>
<td>5412 Pinewood Road, Franklin</td>
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<tr>
<td>Hunters Bend Elementary</td>
<td>2121 Fieldstone Parkway, Franklin</td>
</tr>
<tr>
<td>Independence High</td>
<td>1776 Declaration Way, Thompsons Station</td>
</tr>
<tr>
<td>Kenrose Elementary</td>
<td>1702 Raintree Parkway, Brentwood</td>
</tr>
<tr>
<td>Lipscomb Elementary</td>
<td>8011 Concord Road, Brentwood</td>
</tr>
<tr>
<td>Longview Elementary</td>
<td>2929 Commonwealth Drive, Spring Hill</td>
</tr>
<tr>
<td>Mill Creek Elementary</td>
<td>100 York Trail, Nolensville</td>
</tr>
<tr>
<td>Mill Creek Middle</td>
<td>200 York Trail, Nolensville</td>
</tr>
<tr>
<td>Nolensville Elementary</td>
<td>2338 Rocky Fork Road, Nolensville [new]</td>
</tr>
<tr>
<td>Nolensville High School</td>
<td>1600 Summerlyn Dr., Nolensville</td>
</tr>
<tr>
<td>Oak View Elementary</td>
<td>2390 Henpeck Lane, Franklin</td>
</tr>
<tr>
<td>Page High</td>
<td>6281 Arno Road, Franklin</td>
</tr>
<tr>
<td>Page Middle</td>
<td>6262 Arno Road, Franklin</td>
</tr>
<tr>
<td>School Name</td>
<td>Address</td>
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<tr>
<td>-----------------------------</td>
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</tr>
<tr>
<td>Pearre Creek Elementary</td>
<td>1811 Townsend Boulevard, Franklin</td>
</tr>
<tr>
<td>Ravenwood High</td>
<td>1724 Wilson Pike, Brentwood</td>
</tr>
<tr>
<td>Renaissance High School</td>
<td>108 Everbright Avenue, Franklin</td>
</tr>
<tr>
<td>Scales Elementary</td>
<td>6430 Murray Lane, Brentwood</td>
</tr>
<tr>
<td>Spring Station Middle</td>
<td>1000 Spring Station Drive, Spring Hill</td>
</tr>
<tr>
<td>Summit High School</td>
<td>2830 Twin Lakes Drive, Spring Hill</td>
</tr>
<tr>
<td>Sunset Elementary</td>
<td>100 Sunset Trail, Brentwood</td>
</tr>
<tr>
<td>Sunset Middle</td>
<td>200 Sunset Trail, Brentwood</td>
</tr>
<tr>
<td>Trinity Elementary</td>
<td>4410 Murfreesboro Road, Franklin</td>
</tr>
<tr>
<td>Walnut Grove Elementary</td>
<td>326 Stable Road, Franklin</td>
</tr>
<tr>
<td>Westwood Elementary</td>
<td>7200 Tiger Trail, Fairview</td>
</tr>
<tr>
<td>Winstead Elementary</td>
<td>4080 Columbia Pike, Franklin</td>
</tr>
<tr>
<td>Woodland Middle</td>
<td>1500 Volunteer Parkway, Brentwood</td>
</tr>
</tbody>
</table>
WILLIAMSON COUNTY SCHOOLS
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EXHIBIT B

Substitute Requirements

Awarded proposer must recruit, interview, test, select, hire, terminate, and train their employees.

All Substitutes shall meet the minimum requirements set out below:

• Hold a minimum of a high school diploma
• Must complete the STEDI online training course or other similar appropriate training course, with an 85% or higher, unless one of the following exemptions have been met:
  (a) Hold a teaching license from any state (active or expired)
  (b) Completed ninety semester college hours in a teaching preparation program
  (c) Completed student teaching
  (d) Currently enrolled in a Master’s program in education
WILLIAMSON COUNTY SCHOOLS
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EXHIBIT C

Tennessee Code Annotated 49-5-413
Criminal History Background

Investigation of Applicants for Teaching Positions

A local board of education shall require any person applying for a position as a teacher and any person in close proximity to school children to:

1. Agree to the release of all investigative records to the board for examination for the purpose of verifying the accuracy of criminal violation information as required by 49-5-406(a)(A); and pursuant to SECTION 7. of SB907/HB374 to department of children's services for the purpose of identifying candidates found to have committed abuse against a child or whose name has been placed on the state's vulnerable person's registry or the state's sex offender registry.
2. Supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation.
The primary purpose of WCS outsourcing this sector is to achieve and fulfill a high and satisfactory substitute placement. Therefore, awarded proposer must guarantee a 99% monthly achievement and satisfactory performance rating. In the event this 99% rating has not been met, WCS reserves the right to make monthly invoice deductions based upon the table below.

<table>
<thead>
<tr>
<th>Unfilled Vacancy Positions</th>
<th>Invoice Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10</td>
<td>1% of total invoice for each vacancy</td>
</tr>
<tr>
<td>11 – 15</td>
<td>2.5 % of total invoice for each vacancy</td>
</tr>
<tr>
<td>15+</td>
<td>5 % of total invoice for each vacancy</td>
</tr>
</tbody>
</table>
Awarded proposer shall electronically maintain substitute vacancy usage data reports. All reports will be due upon a mutually agreed upon day, date, and time. In addition, WCS reserves the right to request reports generated by the awarded proposer’s substitute placement and absence management software program. All reporting information shall be submitted in an electronic file, the format of which shall be acceptable to WCS, e.g. Excel spreadsheet or CSV file. The reports will cover daily, weekly, monthly, and yearly vacancy data. The usage data details for each report are to include at a minimum the following:

**Daily Reports**

1. Substitute Usage Data:
   - Total teacher absences requiring a substitute
   - Total number of teacher absences and percentage filled by a substitute
   - Total number of teacher absences and percentage left unfilled by a substitute
   - Total teacher assistant absences requiring a substitute
   - Total number of teacher assistant absences and percentage filled by a substitute
   - Total number of teacher assistant absences and percentage left unfilled by a substitute

2. Unfilled Absences:
   - WCS Employee name
   - Position
   - School
   - Leave type used
   - Time and date of absence entry
   - Explanation of how coverage was managed

**Weekly Reports**

1. Substitute Usage Data:
   - Total teacher absences requiring a substitute
   - Total number of teacher absences and percentage filled by a substitute
   - Total number of teacher absences and percentage left unfilled by a substitute
   - Total teacher assistant absences requiring a substitute
   - Total number of teacher assistant absences and percentage filled by a substitute
   - Total number of teacher assistant absences and percentage left unfilled by a substitute
2. Unfilled Teacher and Teacher Assistant Absences:
   • Number covered by WCS teachers
   • Number covered by WCS teacher assistants
   • Number covered by WCS special education teacher assistants
   • Number covered by substitute teachers
   • Number covered by WCS alternative staff members
   • Number covered by combining/splitting WCS classes

Monthly Reports
1. Substitute Usage:
   • Total teacher absences requiring a substitute
   • Total number of teacher absences and percentage filled by a substitute
   • Total number of teacher absences and percentage left unfilled by a substitute
   • Total teacher assistant absences requiring a substitute
   • Total number of teacher assistant absences and percentage filled by a substitute
   • Total number of teacher assistant absences and percentage left unfilled by a substitute

Yearly Reports
1. Substitute Usage:
   • Total absences requiring a substitute
   • Total number of absences and percentage filled by a substitute
   • Total number of absences and percentage left unfilled by a substitute
   • Total teacher assistant absences requiring a substitute
   • Total number of teacher assistant absences and percentage filled by a substitute
   • Total number of teacher assistant absences and percentage left unfilled by a substitute
Training Program Requirements

Before providing any services under this agreement, employees shall successfully complete a training program conducted by awarded proposer in cooperation with WCS. Such training shall include, but not be limited to the following topics:

- WCS Acceptable Use and Internet Safety Agreement (5.404p)
- WCS Anti-Harassment (5.500)
- Badge requirements
- Classroom performance
- WCS Drug-Free Workplace and Reporting Obligations (5.403p)
- Family Education Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99)
- Pledge of Allegiance – Tennessee State Law – (TCA 49-6-1001)
- Mandatory Child Abuse Reports (TCA 37-1-403)
- WCS Special Education (4.202)
- WCS Tobacco-Free Schools (1.803)
- WCS Confidentiality Agreement
- The Tennessee Open Records Act
- WCS Statement of Non-Discrimination**
- and any other applicable law, rule, or regulation, as provided by the State of Tennessee

In addition, awarded proposer shall provide an instructional manual and/or training materials to each employee who will be providing services under this agreement to be distributed as a part of training. The instructional manual and/or training materials shall be prepared in cooperation with WCS and shall include all information which may be requested by WCS, including but not limited to school safety procedures, professional behavior and ethics, dress code, etc.

**Awarded proposer and its employees must not discriminate on the basis of race, color, religion, national origin, sex, age, genetics, or disability. Awarded proposer and its employees must comply with all federal laws and regulations including the U.S. Department of Education regulations implementation: Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and Vocational Education Programs Guidelines for Eliminating Discrimination and Denial of Services on the Basis of Race, Color, and National Origin, Sex and Handicap. U.S. Department of Justice regulations implementing: Title II of the American Disabilities Act of 1990.
Definitions:

Substitute – Individual who can substitute in a classroom for a teacher who is absent. These individuals may or may not have a teaching license.

Long Term Sub – These individuals can be paid the State rate after teaching for the same educator who has been absent 20 consecutive days if the sub is licensed in the state of TN and the teacher on leave is in a paid status (using sick days or sick bank days).

- The sub must complete 20 days for this educator before the long term rate will be paid. These days do not have to be consecutive days. (i.e. the sub is sick on day 17 and unable to work. When they return the next day the count will continue, not start over.)
- The long term rate will begin on the 21st day.
  - State rate is based upon the degree and years of teaching experience reflected on the state website at time of assignment with a cap on the state rate as 15 years.
- The long term sub must be fully licensed and endorsed for the area that he/she is teaching in order to receive state rate pay.

If the individual is NOT LICENSED, he/she may not work for that same teacher on the 20th day but may return on the 21st day for the teacher on leave. Substitutes in this scenario will not be paid state rate and they will be classified as a substitute teacher.

Interim – These individuals must be certified and highly qualified in the same subject/grade level as the teacher who is on the leave of absence. The interim teacher will be paid from the WCS teacher salary schedule based upon their degree and verification of teaching experience. The interim will be eligible for WC benefits (if in a full time assignment) once the classroom teacher begins an unpaid status. Interims must work more than 30 days in order to be eligible for benefits.

- In order for an individual to be offered an interim contract the classroom teacher on the leave of absence must be unpaid for more than 30 days. Principals must submit the recommendation to hire with references to HR Specialist to process and make the offer for the interim assignment.
  - (i.e. A teacher is out for 65 days. The teacher is going to be in a paid status 30 days and in an unpaid status for 35 days. The individual will be a long term sub for the first 30 days and they will move to an interim position for the remaining 35 days.)
  *These individuals will initially be hired as a substitute and then move to an interim assignment. Individuals must submit the correct teacher application with an appropriate Gallup score. Please review the current substitute list to pull qualified candidates first.
  - (i.e. A teacher is out for 35 days. The teacher is paid for 15 days and is unpaid for 20 days. The individual will be classified as a long term sub for the full 35 days. Please pull from our current substitute teacher list.)

- ** Questions regarding classifications of an individual should be directed to the appropriate HR Specialist before the options are discussed with a substitute. **
This proposal cover sheet must be attached as the first page of the submitted packet.

I, ___________________________ (print name), (title) __________________, verify that I have read the specifications, conditions, and instructions and agree to all therein.

Company Name: ________________________________________________________________

Address: ______________________________________________________________________

Phone Number: __________________________________________________________________

Email Address: __________________________________________________________________

Printed Name: __________________________________________________________________

Signature: ___________________________ Date: ____________________

Current Licensure Information

Provide any / all license numbers that are required to perform these type of services in all areas and towns inside Williamson County and the State of Tennessee.

License Number ___________________________ Expiration Date __________________________
INSTRUCTION TO PROPOSERS

For each section below, please submit on separate sheet identifying each category by the referenced headings as detailed below.

Executive Summary: Provide a description (overview) of your company’s background information and proposal to meet the requirements of this RFP.

Qualifications: Provide information pertaining to your company’s abilities and capabilities to successfully provide the outsourced substitute teacher services required by WCS. Include the following:

- When was your company founded?
- How long has your company been involved in your proposed employment services to school systems?
- How many school districts nationwide are currently using your services?
- Please provide at least three (3) reference sites comparable to WCS.
- Copies of all written complaints made against awarded proposer or any of its employees or contracts within the past five (5) years, together with an explanation of their resolution.
- Provide the name of the substitute placement and absence management software program currently used by your company and its compatibility with AESOP.
- Please provide any restrictive covenants and costs relating to employee hiring that your company may have for your business clients.

Implementation Plan: Describe how the project will be implemented and a timetable, including implementation tasks, training, and assistance with going live.

Proposed Costs to Williamson County Schools District: Itemize the proposed costs on the proposal form, page 3, of each requested component of your services. Any costs for additional services offered must clearly be indicated. All prices and condition outlined in the proposal should remain fixed and valid for a minimum of (90) days after the due date of the proposal.
Option 1: Outsource Substitute Teacher Services needed to supplement the needs of the current certified teachers and teacher assistant vacancy rates. Price must include all pass-through costs.

Certified Substitute:

Full Day rate: $ ______________________
Half Day Rate: $ ______________________

Uncertified Substitute:

Full Day rate: $ ______________________
Half Day Rate: $ ______________________

Option 2: Alternate Proposal - 100% of substitute services covering all certified positions and classified positions for WCS. Price must include all pass-through costs.

Certified Substitute:

Full Day rate: $ ______________________
Half Day Rate: $ ______________________

Uncertified Substitute:

Full Day rate: $ ______________________
Half Day Rate: $ ______________________
DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF __________________________

COUNTY OF __________________________

The undersigned, principal officer of ________________________________, an employer of five (5) or more employees contracting with Williamson County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of ________________________________, (hereinafter referred to as the “Company”), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contacts with the state or any local government to provide contractor services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.


Further affiant saith not.

________________________________________________
Principal Officer

STATE OF __________________________

COUNTY OF __________________________

Before me personally appeared ______________________ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _______ day of ________________, 2014

________________________________________________ Notary Public

My commission expires: ________________________________
CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT

STATE OF _______________________

COUNTY OF _________________

The undersigned, principal officer of _______________________________________, an employer contracting with Williamson County Board of Education to provide services having direct contact with children or access to grounds of a Williamson County public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of ___________________________ (hereafter referred to as the “Company”), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 49-5-413 as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company’s employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.

3. The Company is in compliance with the terms of T.C.A. § 49-5-413.

Further affiant saith naught.

Principal Officer

STATE OF _______________________

COUNTY OF _________________

Before me personally appeared _________________ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the _________________ of __________________ and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office this _____ day of ________________, 2014 _________.

Notary Public

My commission expires: ________________________________