

Justification
Contracted Teaching Services (School Districts)
Grantee 06CH011282/02

Date	Description
5/4/2021	CSNT created Standard Operating Policies and Procedures to oversee the implementation of contracted teaching services with partnership School Districts. This manual will be used as a guide for future contracts with school districts.
See Standard Operating Manuals – Contracted Teaching Services	



Contracted Teaching Services

Standard Operating Procedures Manual

*Aligned with the 2016 Head Start
Program Performance Standards
(Standards 1302.90 – 1302.94)*

Revision 5/4/2021

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INTRODUCTION

The following policies and procedures are intended to provide an overview of the contractual teaching services provided by Independent School Districts for CSNT Head Start/Early Head Start classrooms. The primary purpose of these policies and procedures is to document all the parts that are included in the teaching services contracts. These parts assure that CSNT follows the requirements of the Head Start Program Performance Standards and the OMB Circulars when utilizing contracted teaching services.

These policies and procedures have been approved by the Governing Board and the Policy Council. All teaching services contracts are to align with these policies and procedures and will be monitored for compliance.

OVERVIEW

The purpose of these policies and procedures is to provide clear guidance on creating a teaching services contract with the local school district. There are times when teaching services between the Head Start Program and the School District overlap. One example of this is when the local school district and the Head Start Program have a detailed Memorandum of Understanding that describes the implementation of educational services at either a Head Start Campus or on the School District Campus.

BACKGROUND

CSNT and the local independent school districts within the Head Start service area have a long history of working together to provide exemplary educational services to the children that enroll in the Head Start Program and the School District. As these partnerships have progressed and grown CSNT and the local School Districts have found ways to blend services that are being implemented in partnership classrooms. One of the ways that the partnerships have grown is in the ability to contract teaching services where applicable and available.

To consider contracting services, there must be a partnership classroom that follows the school district calendar and that implements a state adopted curriculum.

Purpose of Contracted Teaching Services

The main purpose for creating a contract for teaching services is to blend Head Start and school district services into one classroom where children receive exemplary services that meets and or exceeds the regulations for both programs.

All parts of the contract must be negotiated by the school district and the Head Start Program. All regulations must be considered, and monitoring must be included to make sure that all parts of the teaching services contract are implemented properly.

Once all the parts of the contract are negotiated, the Executive Director of the Agency and the Superintendent of the school district must sign the contract for it to be implemented. The costs associated with the contract are

agreed upon by both parties. It is a negotiated cost that stems from amounts being paid for similar services within the Head Start Program and/or the school district along with other costs that may occur as part of the Memorandum of Understanding between the school district and the Head Start Program.

Contracted Teaching Services

Head Start Program Performance Standards require programs to collaborate with their local school districts to provide efficient and effective teaching services to children within the Head Start Program service area.

It is the intent of CSNT to develop and implement an integrated process to meet or exceed the requirements set forth by local, state, and federal education requirements. The CSNT Head Start program works closely with the funding agency and the independent school district to provide support necessary to ensure that the Head Start/Early Head Start Program meets or exceeds expectations.

The negotiated teaching services contract is typically set for a one year term. The terms of the contract run for one school year beginning on the first day of August and ending on the last day of July. The contract is negotiated every spring and is signed and in place prior to the last day of June.

Listed in the contract are consequences of not following the contract by both parties. The contracted teaching services are monitored on a regular basis as part of the CSNT Head Start On-Going Monitoring process and as part of the school district oversight.

If there are concerns with the teaching services being implemented in the classroom, the Campus Director and the Principal along with the Curriculum Director, will meet to discuss the concerns and agree on procedures to correct the specific issues. If the issues are not corrected in a timely manner, the specific issues will be discussed with the Head Start Director, the Principal, the Curriculum Director, and the Superintendent, as necessary.

If the identified issues are still not corrected in a timely manner and either party is not satisfied with the outcome, the issue will go to the Superintendent and the Executive Director for resolution.

Concerns with payment or billing will be handled by the Chief Financial Officer, the Head Start Director, and the Business Manager at the District. There will be contact and correspondence on how to fix the issues. If the issues are not fixed to the satisfaction of either party, the issue will be discussed with the Superintendent and the Executive Director.

Listed below are the sections of the contract with explanations surrounding the section and the type of information that can go in each section. Once again this is just a sample, and each contract can be different depending on the negotiated items that make it into the contract by both parties.

Section 1 of the Contract – Parties to the Contract

Lists the names of the entities that are a part of the contract.

Section 2 of the Contract – Period of Agreement

Lists the effective period for the contract. Most contracts start the first day of August and run through the last day of July. This encompasses a complete school year. Each year in the springs, a new contract is negotiated and signed before the end of June.

Section 3 of the Contract – Teacher/Teaching Assistant Performance

Will include at least the agreed upon tasks listed below:

- Where the teaching services will be performed by the contracted Teacher/Teaching Assistant
- How many hours per day, days per week, and weeks per year the contracted Teacher/Teaching assistant will provide the services
- Start and end date of contracted teaching services
- Types of teaching instruction to be provided (example: hands-on, in-person, one-on-one, small group, large group, etc.)
- Duties to be provided (example: classroom management, behavior management, lesson planning, classroom arrangement etc.)
- Any regulations that must be implemented per state or federal law such as the 45 minute teacher planning period regulated by the state and the Standard Code of Conduct set forth by

Federal Head Start Regulations

- Classroom Assessment Scoring System (CLASS) will be implemented in the contracted classroom
- All Head Start program adopted behavior strategies will be followed in the contracted classroom
- Contracted Teaching staff will adhere to the State and Federal guidelines set forth by the Head Start Program Performance Standards for a Head Start Lead Teacher including a five-year background check that includes a State Criminal History Check, a Federal Bureau of Investigation Fingerprint, a Sex Offender Registry Check, a Child Abuse and Neglect State Registry Check, obtain and keep a current CPR/FA certification, and attend Annual Child Abuse Training
- Contracted Teachers will obtain at least 15 hours of professional development annually in early childhood education
- Contracted Teachers/Teaching Assistant will follow and train on the Head Start Program Performance Standards on a regular basis
- Contracting District will submit an invoice twice per school year:
 1. The amount of the contracted services for 5 or less teaching staff will be determined using the CSNT Head Start Base Salary Scale by position(s) with the appropriate degree and/or certifications along with the current fringe benefit percentage.
 2. The amount will be derived using the determined hourly rate multiplied by 2080 hours. The total will then be multiplied by the current fringe benefit percentage and added to the total.
 3. This total will be divided by half and this amount will be the contracted teaching services amount per contracted teaching staff up to (5) total. The contracted amount will not exceed this amount per contracted staff.
 4. For contracts with more than (5) teaching staff, there will be a negotiated amount. This amount will be based on the impact to the budget. This amount will never exceed more than the Base Salary Scale amount for the contracted position.
 5. The District will submit an invoice for contracted teaching services for the fall semester by the end of November and will send an invoice for the spring semester by the end of July.
- Contracted Teachers/Teaching Assistants will work with the Head Start Curriculum Director to develop and implement approved lesson plans through the school year.

- Contracted Teachers/Teaching Assistants will be evaluated by the Campus Director and the Principal throughout the school year. Areas of improvement documented on the Performance Evaluations will be discussed by the Principal and the Campus Director. Training will be implemented, if needed.

Section 4 of the Contract – Time of Performance

Specify the beginning and ending dates for the work to be conducted. Include the school year for the contract.

Section 5 of the Contract – Financial Obligations

Specify contractual expectation of the contract that includes:

- There will be no draws or advances beyond the initial
- There will be a total of two payments
- The first invoice will be due by November 30th with payment by December 31st and the second invoice will be due by June 30th with the second payment by July 31st.
- Disbursement for work that has been completed in a satisfactory manner
- Sole obligation for CSNT is limited to the work described in the contract
- Payments will be processed within 31 days after receipt of the invoice
- Refunds shall be obtained within (15) days after request for any sum of money that has been determined to be an overpayment

Section 6 of the Contract – Intentionally Omitted

Section 7 of the Contract – Terms and Conditions

Terms of this contract cannot be subcontracted without prior approval by both parties. Contracted staff will not be a part of any IRS qualified benefits for CSNT and shall not qualify for any CSNT fringe benefits including but not limited to health, medical, or pension benefits. The contracted teaching staff shall not commit any act or make any statements that would be harmful to CSNT's reputation and good will or to any of CSNT's affiliates.

Section 8 of the Contract – Legal Remedies

Breeches or violations of the teaching services contract gives CSNT the right to

apply administrative, contractual, or legal remedies. CSNT may choose to suspend all parts of this contract temporarily to give time for corrective action by the ISD or CSNT may terminate the contract at that time.

Section 9 of the Contract – No Waivers

There will be no waivers as part of this contract.

Section 10 of the Contract – Termination and Suspension

CSNT may terminate in writing, part or all the teaching services contract, at any time there is a cause for termination. The contract cannot be terminated without written notice of the following circumstances:

1. Contracted Teaching staff do not deliver satisfactory services in a timely manner
2. ISD/School District is adjudged bankrupt and/or is deemed insolvent
3. ISD/School District attempts to obligate CSNT to any financial responsibility for contractual services or materials
4. ISD/School District commits a willful violation of public laws or ordinances that a direct effect on the contracted agreement

CSNT has the authority to withhold payment and immediately suspend the ISD Teaching services of this contract if CSNT identifies possible instances of fraud, abuse, waste, fiscal mismanagement or other serious deficiencies in the services provided. Suspension shall be a temporary measure pending either corrective action or a decision by CSNT to terminate the contract.

CSNT shall not be liable for any costs incurred by the ISD/School District or teaching staff after the contract has been suspended or terminated. If contract is terminated, CNST can withhold any pending payments due to the ISD/School District until damages owed to CSNT have been determined and paid.

Section 11 of the Contract – Special Compliance Provisions

The ISD/School District shall comply with all the applicable laws and regulations set forth by a federal contract including but not limited to the following:

1. Copeland “Anti-Kickback” Act
2. Fair Labor Standards Act
3. Worker’s Compensation Act
4. The Privacy Act of 1974
5. Sections 103 & 107 of the Control Work Hours and Safety Standards Act (as supplemented by Agency of Labor regulations)
6. The Davis-Bacon Act, where applicable

For contracts exceeding \$100,000 the following requirements apply:

1. Clean Air Act
2. Clean Water Act
3. Executive Order 11738 (Clean Air Act and Environmental Protection Agency regulations)
4. All other required regulations, as required (List any that may apply in the contract)

Section 12 of the Contract – Independent Contractor

CSNT is entering into a contract with an independent contractor and cannot be held liable for claims against the contracted teaching staff by any third party. It must be stated that no employee/employer relationship exists between CSNT and the contracted teaching staff and there are no restrictions regarding the teaching staff providing services to other agencies. Although there is no employee/employer relationship, the teaching staff are required to adhere to CSNT's business hours to maximize the time spent with those who will receive instruction and training as part of the contract.

Section 13 of the Contract – Conflict of Interest/Nepotism

ISD/School District will comply with CSNT's No Discrimination/No Harassment Policy. CSNT will monitor possible conflicts of interest and/or nepotism pertaining to all aspects of the contract.

Section 14 of the Contract – Sectarian Activity

ISD/School District shall ensure that no funds under the contract are used for religious or anti-religious activity including worship or instruction.

Section 15 of the Contract – Political Activity and Lobbying Prohibited

None of the funds used for this contract can be used for influencing the outcome of an election including legislative measures. No funds from this contract can be used to hire employees that are candidates for the legislature, judicial, or executive branches of government for the United States. None of the funds from this contract can be used to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress. None of the funds from this contract can be used for lobbying in any form.

Section 16 of the Contract – Prevention of Fraud and

Abuse

ISD/School District shall establish and maintain internal control systems to prevent, detect, and correct incidents of waste, fraud, and abuse. CSNT will have access to records and documents, if necessary.

Section 17 of the Contract – Changes and Amendments

Any changes to Federal or State law or regulations will automatically be incorporated into the contract on the effective date of the regulation. No other changes shall be admissible without being amended in writing and signed by both parties.

Section 18 of the Contract – Record Keeping Requirements

ISD/District will give access to Federal/State funding agencies, CSNT and/or their designee to records pertaining to this contract. These records may be reproduced, if necessary.

Section 19 of the Contract – Non-Discrimination and Equal Opportunity

ISD/District shall comply with all laws regarding discrimination and equal opportunity.

Section 20 of the Contract – Insurance Requirements

ISD/District will comply with all laws regarding maintenance and proper insurance coverage while doing business under the contract.

Section 21 of the Contract – Use of Alcoholic Beverages

Contracted teaching staff must abide by CSNT's zero tolerance of drug and alcohol use while representing or involved in activities that create the assumption of representation of CSNT.

Section 22 of the Contract – Litigation and Claims

ISD/District will give CSNT immediate written notice of any claim or action filed in a court of law or administrative agency against any the contracted teaching staff. CSNT will receive copies of all pertinent papers received by the

contracted teaching staff.

Section 23 of the Contract – Prior Oral and Written Agreements

All prior oral and written agreements between the ISD/District and CSNT regarding the contracted teaching staff are null and void.

Section 24 of the Contract – Severability

If any portion of the teaching services contract becomes invalid by a court of competent jurisdiction, the remaining contract shall be valid and binding.

Section 25 of the Contract – Legal Authority

The contract must be signed by the legal representative of each entity and both signatories must have the authority to implement legal contracts by both CSNT and the ISD/District providing the teaching services.

Monitoring Requirements

The teaching services provided by the contract and the terms of the teaching services contract will be monitored as part of the CSNT Head Start On-Going Monitoring System. The teaching services and the terms of the teaching services contract will also be monitored by the School District on a regular basis.

Any issues with any of the terms and conditions of the contract shall be discussed by the appropriate parties and corrective actions will be implemented. If the corrective actions do not fix the issues to either party's satisfaction, the issue will be addressed through the proper channels including and up to the Executive Director and the Superintendent of the School District.