



**Memorandum of Agreement
RFP 18-34 Teaching Services (Annual Contract)**

This contract is made and entered into on _____ (Effective Date”), by and between, owners and operators of **VENDOR** (hereinafter also referred to as “Contractor”) located at VENDOR ADDRESS, PHONE phone, FAX fax, and the Board of Public Education for the City of Savannah and the County of Chatham (hereinafter also referred to as “District”), 208 Bull Street, Savannah, GA 31401.

WHEREAS, the Board located in the City of Savannah and the County of Chatham, and State of Georgia, desires to utilize _____ as the _____ provider to assist the District with placing qualified teachers in the areas of Math, Science, Foreign Language and Special Education as detailed in RFP 18-34 Teaching Services (Annual Contract) at the prices, terms and conditions as stated in the proposal documents and VENDOR response submittal shall prevail unless otherwise agreed upon in writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in RFP 18-34 Teaching Services (Annual Contract) and the response submitted by **VENDOR** which documents are incorporated herein, the parties hereto agree on the following issues:

1.0 PERFORMANCE PERIOD

This contract shall remain effective for a period of one (1) fiscal year through **May 31, 2019**. The resulting contract may be renewed at the District's option on a fiscal year to fiscal year basis for up to two (2) additional fiscal year terms, provided that all terms and conditions remain unchanged and all parties agree. Notice of such renewal shall be given at least forty-five (45) days prior to the expiration of the initial term and of each additional term. VENDOR may elect not to renew this agreement for any additional term by giving the District notice to that effect not later than two months prior to the end of the then current term. Terms will end on June 30th of the appropriate year.

The District reserves the right to review and reject the services of any individual Teacher at no additional cost to the School District.

2.0 AUTHORITY

Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that such person is duly authorized to enter into this Contract on behalf of such party.

3.0 CONTRACT CHANGES

By written notice to the contractor, the District may make changes, within the general scope of the contract.

4.0 ASSIGNMENT OF CONTRACT

The contract shall not be assignable by the Contractor in whole or in part without the written consent of the Savannah-Chatham County Public School System.

5.0 INVOICES

When submitting invoices for payment, the Contractor shall list the following items on his/her invoice. In addition, the Contractor shall mail all invoices to the address below. Payment terms are 2% 10 Net 40.

The District must be invoiced in accordance with the pricing schedule in Attachment "A"

1. Purchase Order Number
2. Project Name
3. Site Destination
4. Detailed listing of charges

All invoices should be mailed to:

Savannah-Chatham County Board of Education
Attn: ACCOUNTS PAYABLE
208 Bull St., Room 119
Savannah, GA 31401

6.0 CONTRACTOR'S PERFORMANCE

VENDOR shall furnish all necessary resources to provide the services required by the District. The District's Chief Human Resources Officer shall serve as the contract administrator and will decide all questions which may arise as to the quality and acceptability of any work performed under the resulting contract. If, in the opinion of the Chief Human Resources Officer, performance becomes unsatisfactory, the District shall notify the Contractor, in writing. The Contractor will have five (5) business days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified, the District shall have the right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated unsatisfactory performance may result in termination of the contract for default.

The Contractor shall agree to save, defend, indemnify and hold harmless the District from any claims by any teachers performing work hereunder that the District is obligated to make any payment to them for salaries or benefits including sums paid or to be paid to the teacher hereunder.

The Contractor and their employees agree to comply with instructions and regulations regarding use of school facilities, conduct, and confidentiality standards issued by District staff, school officials or other Board of Education representatives and officials. This includes following the work schedule requirements: no work to be done on weekends, school holidays, or prior to 8:00 am or after 5:00 pm. The Contractor agrees to check with Employee Services prior to beginning any work with the exception of regular scheduled assignments.

If the Contractor knowingly makes a material misrepresentation in submitting information to the District, such misrepresentation will be sufficient grounds for termination.

7.0 SCOPE OF WORK

8.0 COMPENSATION

9.0 NON-COMPETE AGREEMENT

Teachers presented for employment with the Savannah/Chatham County School System by a firm awarded a contract as a result of this solicitation must have received their initial H-1B or J1 work visa through the firm presenting them for employment. The Savannah/Chatham County School System will only allow transfer to another contracted firm with prior written permission. The circumstances and justification for transferring from one contracted firm to another contracted firm will need to be clearly outlined and the Human Resources Department will review each case individually. The decision of the Human Resources Chief Officer will be final.

10.0 DRUG-FREE WORKPLACE.

VENDOR shall provide a drug free workplace. No individual engaged in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance may be employed by the District. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract and debarment of contracting opportunities with the District for at least one (1) year but not more than five (5) years.

11.0 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the Board, either before, during, or after the execution of this agreement, shall affect or modify any of the terms or obligations herein contained. All changes to this agreement shall be in writing and appended hereto.

12.0 AUDIT/RETENTION OF RECORDS

VENDOR and its subcontractors shall maintain books and records related to performance of this Contract or subcontract and necessary to support amounts charged to the District in accordance with applicable law, terms and conditions of this Contract, and generally accepted accounting practice. VENDOR shall maintain these books and records for a minimum of three (3) years after the completion of the Contract, final payment, or completion of any Contract audit or litigation, whichever is later. All books and records shall be available for review or audit by the District, its representatives, the District's Internal Auditor, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to Contractor, or subcontractor, the District shall adjust future or final payments otherwise due. If no payments are due and owing to the Contractor, or if the overpayment exceeds the amount otherwise due, the Contractor shall immediately refund all amounts which may be due to the District. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the District for the recovery of any funds paid by the District under the Contract for which adequate books and records are not available to support the purported disbursement.

13.0 BACKGROUND CHECK

The District may conduct criminal and driver history background checks of Contractor's officers, employees or agents who would directly supervise or physically perform the Contract requirements at District facilities. Any such officer, employee or agent deemed unsuitable by the District must be replaced immediately.

14.0 INSURANCE REQUIREMENTS

The Contractor shall procure, and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Contractors bid.

Prior to the commencement of any work, the Contractor shall obtain and furnish certificates of insurance to the District indicating the minimum lines of coverage shown below. The District, its officers and/or officials, employees and volunteers shall be named as insured under the Contractor's insurance policy for the duration of the contract term.

The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

- a. *Commercial General Liability*- Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.
- b. *Automobile Liability*-Including but not limited to bodily injury and property damage to all vehicles owned, leased, hired, and non-owned with a limit of not less than \$1,000,000 combined single limit covering all work performed under this contract.
- c. Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000. Contractor will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.
- d. *Worker's Compensation Insurance*- Statutory limits in accordance with O.C.G.A.34-9-120 et. seq..
- e. *Umbrella Liability*- Limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.

Contractor shall provide Certificate of Insurance with the Board named as additional insured and certificate holder. Failure to provide and maintain insurance coverage during the life of the contract will be grounds for termination of the contract.

15.0 INDEMNIFICATION

The Contractor hereby agrees to indemnify and hold harmless the Board of Education for the City of Savannah and the County of Chatham (the "Board"), the Savannah-Chatham County Public School District, and all of their respective board members, officers, and employees (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, made by a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage to the extent arising out of or resulting from the performance of any contract awarded as a result of this solicitation or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of the Contractor or on its behalf, or due to any breach of this Contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation.

This indemnification extends to the successors and assigns of the Contractor. This indemnification obligation will survive the termination of the contract with the Contractor and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to claims for losses or injuries or damages caused solely by the negligence of the Indemnitees.

This indemnification does not extend beyond the scope of this contract awarded to the Contractor and the work undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred due to the sole negligence of the Indemnitees.

This indemnification does not extend to claims for losses or injuries or damages incurred by the Indemnitees due to any negligent act, error, or omission of a design professional in the performance of professional services that fails to meet the applicable professional standard of care, skill and ability as employed by others in their profession.

Suits or Claims for Infringement. Contractor shall indemnify and hold the Indemnitees harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems used by the Contractor.

16.0 COMPLIANCE WITH LAWS

Contractor will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and sales taxes, and to comply with all applicable local, State and Federal Laws, ordinances, rules and regulations.

Contractor shall agree that in the performance of the contract that he/she will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular, such as regulations issued by the Georgia Department of Education.

17.0 FISCAL FUNDING

Notwithstanding any other provisions of this agreement, the parties hereto agree that the charges hereunder are payable to VENDOR by the District solely from appropriations received by the Savannah-Chatham County Public School System. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of the District to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of the District at the end of any fiscal period (hereafter to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to VENDOR the occurrence thereof.

18.0 OWNER'S RIGHTS TO TERMINATE FOR CAUSE/DEFAULT

In case of failure to deliver goods or supply services in accordance with the contract's terms and conditions, the District, after due oral or written notice, may procure them from other sources and hold VENDOR responsible for any resulting additional purchase and administrative costs.

This remedy shall be in addition to any other remedies which the District may have. Specifically, if, through any cause, VENDOR shall fail to fulfill in a timely and proper manner their obligations under this contract, or if VENDOR violates any of the covenants, agreements, or stipulations of this contract, the District shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, **VENDOR** shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of contract by the successful bidder. The District may withhold any payments to the successful proposer for the purpose of set off until such time as the exact amount of damages due to the District from the vendor is determined.

19.0 OWNER’S RIGHTS TO TERMINATE FOR CONVENIENCE

The District reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of the District. Any Notice of Termination shall be issued in writing to **VENDOR** at least ten (10) working days prior to the termination date.

After receipt of a notice of termination, **VENDOR** must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve **VENDOR** of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service but no amount shall be allowed for anticipated profit on unperformed service.

20.0 CONTROLLING LAW AND VENUE

The contract shall be construed under the laws of the State of Georgia, and venue arising out of this agreement is in Chatham County, Georgia, regardless of the place of execution or performance.

21.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

Vendors are required to complete the Contractor Affidavit Form verifying its compliance with Georgia state law. The State law requires that every public employer and every private employer that contracts for the physical performance of services for all contracts with a county must be registered with and use the E-Verify program.

Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.00; provided, however and an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual.

Please note that all E-Verify numbers must be four-six digit numbers. All forms must be notarized and all affidavits are subject to open records.

This contract is written to clarify key issues related to the award of RFP 18-34. This contract does not supersede or rescind the provisions set forth in RFP 18-34 Teaching Services (Annual Contract) for the District.

IN WITNESS WHEREOF, the parties have subscribed their names below.

VENDOR

**BOARD OF PUBLIC EDUCATION FOR
THE CITY OF SAVANNAH AND THE COUNTY
OF CHATHAM**

Authorized Individual
Title
Date Signed _____

Larry O. Jackson
Chief Financial Officer
Date Signed _____

ATTACHMENT "A"
COMPENSATION SCHEDULE

Payment will be made by invoice submitted to the Project Manager for services satisfactorily completed.
Contract prices are as follows:

Item	Cost
1. Percentage of Salary Paid to Contracted Teacher	100%
2. Percentage of Mark-up of the Salary for Benefits	
3. Administrative Fee	per teacher/per year