



**CONTRACTUAL AGREEMENT BETWEEN
DISTRICT AND CONTRACTOR FOR
SUBSTITUTE TEACHERS AND VARIOUS MISCELLANEOUS STAFFING**

This contract is made on the 22nd day of June, 2016, by and between Beaufort County School District (BCSD) and S4Teachers, LLC dba Source4Teachers, a subsidiary of Source4Solutions, LLC (Contractor).

The Project is to provide all labor, materials, training and services for the provision of Substitute Teachers and Various Miscellaneous Staffing for BCSD.

The parties hereto do agree as follows in consideration of the mutual promises, covenants and agreements as hereinafter set forth.

- 1. TERMS AND CONDITIONS.** Contractor certifies that the scope of work/specifications as they apply to substitute teachers and various miscellaneous staffing and all terms and conditions within the BCSD Request for Proposals (RFP) #16-019 solicitation and the Contractor's Proposal in response to the RFP shall be made part of the Contract as if incorporated therein.
- 2. SCOPE OF WORK.** The contractor shall provide all labor, materials, training and services for the provision of substitute teachers and various miscellaneous staffing for BCSD to meet requirements within the BCSD Request for Proposals (RFP) #16-019 solicitation and the Contractor's Proposal in response to the RFP.
- 3. TERM.** This Agreement shall commence on June 20, 2016 and the base term of the agreement shall be for one (1) year, expiring June 30, 2017. BCSD has the option to renew the agreement for two (2) one-year extensions, for a total of three (3) years. The parties may, upon mutual agreement, extend the contract for two (2) additional one-year periods. Extensions beyond the five (5) year period require approval of the BCSD Superintendent.
- 4. COMPENSATION.** BCSD shall pay the Contractor per Exhibit A (Price Sheet).
- 5. INDEPENDENT CONTRACTOR.** The relationship of the Parties hereto shall at all times be that of independent contractor. Nothing in this relationship will create an employer-employee relationship, association, joint venture, partnership,

or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.

6. **DISPUTE RESOLUTION.** All disputes between the parties hereto under this Agreement must be resolved pursuant to the procedures of the Procurement Code of BCSD.
7. **CONFIDENTIALITY.** As outlined in the Family Educational Rights and Privacy Act (FERPA), student data is confidential and shall not be shared in any form with anyone other than the student, the student's parent(s) or legal guardian(s), except as directed by site administrator or appropriate district staff.

BCSD expects Contractor to respect the confidentiality of information obtained during their professional work. Information is revealed only with the informed consent of the client, or the client's parents or legal guardian, except in those situations in which failure to release information would result in clear danger to the client or others. In addition to the ethical standards of confidentiality, laws exist to protect the privacy of individuals. FERPA is a federal law that protects the students' records in all schools that receive federal funding. Consent is needed to allow release of records to others, except in special circumstances (e.g., health, safety, legal request, etc.).

8. **NOTICES.** All notices, consents, approvals and the like required to be given hereunder shall be given in writing to BCSD at P.O. Drawer 309, Beaufort, S.C. 29901-0309 or to such other address as BCSD shall designate. All notices to the Contractor shall be given to Source4Teachers, 800 Kings Highway North, Suite 405, Cherry Hill, NJ 08034.
9. **WHOLE AGREEMENT.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein, supersedes all prior agreements and understandings, whether written or oral, and may only be modified by an amendment executed in writing by both parties.

In the event of a conflict between the terms and conditions within the BCSD Request for Proposals (RFP) #16-019 solicitation and the Contractor's proposal in response to the RFP, the former will govern.

The Parties hereto have duly executed this Agreement on the date first set forth above.

AGREED:

Source4Teachers

Beaufort County School District

By: W Andrew Hall
W. Andrew Hall, C.O.O.
Agent, Chief Revenue Officer

By: Charles J. White
On behalf of
Jeffrey C. Moss,
Superintendent

PRICE SHEET

Total Billed Rates

Current/Original Substitutes:

Substitute Teachers	130% of base pay
Substitute Teacher Assistants	130% of base pay
Substitute Nurses	135% of base pay

New Hire Substitutes:

Substitute Teachers	134% of base pay
Substitute Teacher Assistants	134% of base pay
Substitute Nurses	139% of base pay