SUPERINTENDENT APPROVAL OF PURCHASE OR CONTRACT RENEWAL

Request for Payment ☐ New Contract/Agreement ☑

Addendum/Amendment ☐ Annual/Renewal ☐

Vendor Name: ESS BIB#

Specific Description:

Substitute Teachers and Various Miscellaneous Staffing Services.

Purpose/Outcome:

To execute a contract with ESS for subs and other staff to support the need of educators and paraprofessionals in the classroom. As well as clerical and nursing staff in the admin offices.

Term: 3 years w/ 2- 1 year extensions

Funding Source: Multiple General Fund Sources KA 9/11/24 Primarily General Fund JK

Special Revenue:_____(Initial) Capital/Referendum/8%_____(Initial)

Costs: Annual Budget Procurement Method: RFP 25-002

**Over $749,579,711.00 Board Approval Required:_____ (Initial)

MOUs and MOAs - Reviewed by Legal:_____ (Initial)

Requested by:

_____ Date:_____

If applicable, by signing as the requester, you are confirming you have read and understand Proviso 1.93 (SDE: Partisanship Curriculum) and that the services provided by the contractor are in compliance with the order. Questions regarding the Proviso may be directed to the BCSD Legal Department.

APPROVED BY:

Chief Officer: Alice W. Waehn Date: 9/11/2024

CFO: Tonya Cross Date: 9.11.24

Superintendent: Date: 9/13/24

UPDATED BY KMY 06/2024

CONTRACTUAL AGREEMENT BETWEEN

DISTRICT AND CONTRACTOR FOR

SUBSTITUTE TEACHERS AND VARIOUS MISCELLANEOUS STAFFING

This contract is made on the 9th day of September 2024 by and between Beaufort County School District (BCSD) and ESS Southeast, 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) #25-002 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) #25-002 solicitation and the Contractor's Proposal in response to the RFP.

3. **TERM.** This Agreement shall commence on October 1, 2024 and the base term of the agreement shall be for three (3) years, expiring September 30, 2027. 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 ESS Southeast, LLC 2160 Lakeside Centre Way Suite 302, Knoxville, TN 37922.

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) #25-002 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:

ESS Southeast, LLC.

By: _____

Steve Gritzuk,
Chief Operating Officer

Beaufort County School District

By: _____

Dr. Frank Rodriguez,
Superintendent

Exhibit A

Pricing Plan

Account Description	Pay Rate	Bill Rate	Rules
Instructional Assistant	$94.05	$122.17	Full Day Instructional Assistant Placement
Instructional Assistant	$47.03	$61.09	Half Day Instructional Assistant Placement
Teacher	$105.00	$136.40	Full Day 33 College Credits
Teacher	$52.50	$68.20	Half Day 33 College Credits
Teacher	$125.00	$162.38	Full Day Valid Teaching Certification
Teacher	$62.50	$81.19	Half Day Valid Teaching Certification
Teacher	$120.00	$155.88	Full Day Building Substitute
Teacher	$60.00	$77.94	Half Day Building Substitute
Teacher	$180.00	$233.82	Full Day LT Valid Teaching Certification
Teacher	$90.00	$116.91	Half Day LT Valid Teaching Certification
Clerical Supplemental	$100.00	$129.90	Clerical Supplemental Full Day
Clerical Supplemental	$50.00	$64.95	Clerical Supplemental Half Day
Nurse	$27.00	$35.07	Hourly – No Lunch Deduction
EPIC Aftercare	$17.00	$22.08	Hourly – No Lunch Deduction
BCSD Paraprofessional	$17.00	$22.08	Hourly – No Lunch Deduction
BCSD SPED Paraprofessional	$20.00	$25.98	Hourly – No Lunch Deduction
ACE Instructional Assistant	$94.05	$122.17	Full Day Instructional Assistant Placement
ACE Instructional Assistant	$47.03	$61.09	Half Day Instructional Assistant Placement
ACE Teacher	$105.00	$136.40	Full Day 33 College Credits
ACE Teacher	$52.50	$68.20	Half Day 33 College Credits
ACE Teacher	$125.00	$162.38	Full Day Valid Teaching Certification
ACE Teacher	$62.50	$81.19	Half Day Valid Teaching Certification
ACE Teacher	$120.00	$155.88	Full Day Building Substitute
ACE Teacher	$60.00	$77.94	Half Day Building Substitute
ACE Teacher	$180.00	$233.82	Full Day LT Valid Teaching Certification
ACE Teacher	$90.00	$116.91	Half Day LT Valid Teaching Certification
ACE Clerical Supplemental	$100.00	$129.90	Clerical Supplemental Full Day
ACE Clerical Supplemental	$50.00	$64.95	Clerical Supplemental Half Day
ACE Nurse Class	$27.00	$35.07	Hourly – No Lunch Deduction