



Request for Contract Renewal (Non-Capital Projects)

- ▶ Date of Request 2/28/25 ▶ Requesting Department HR
- ▶ Bid/RFP Number _____ ▶ Current Contract Expiration Date 6/30/25
- ▶ Name of Project IGNITE DeKalb Teacher Residency Program
- ▶ List Name of Vendors to be renewed Clayton State University
- ▶ Is a Renewal Valid for the Contract? Yes No
- ▶ State the Desired One (1) Year Renewal Term: From: 7/1/25 To: 6/30/25
- ▶ **Supervisor/Project Manager must answer the following questions:**

- 1) Has current contractor performed in accordance with the scope of work of the contract?
Yes No
- 2) Have the services been of an acceptable quality to warrant a renewal?
Yes No
- 3) Have there been any invoicing issues? Yes No
- 4) Would you recommend this contractor for a contract renewal? Yes No

Comments:

The proposed budget for the next cohort beginning June 2025 is behind this request form for review.

- 5) What is the anticipated Board Approval date for the renewal 4/21/25

▶ Supervisor/Project Contact Signature (Carina Harrigan)

▶ Supervisor/Project Contact Name Carina Harrigan Date 2/28/25

Department Head Approval	
<u>(Signature)</u> (Sign Here)	<u>2/28/25</u>
<u>Tasha Davis-Mills</u> (Print Name Here)	Date
<u>Chief Human Resource Officer</u> (Title)	
Comments: _____	

Dekalb County School District RFP Tuition and Fee Revenue*

Cohort 2 – Beginning Summer 2025

(Fees based on data in published table below)

Description	Published Fee	Amount per IGNITE Participant 3 semester course plan	Amount per IGNITE Participant 4 semester course plan
Tuition – Program 36 credit hours over 3 semesters	Based on online major tuition of \$395 per credit hour	\$14,220 for 36 credit hours	\$14,220 for 36 credit hours
Online Student Fee	\$280.00 per semester	\$840 for 3 semesters	\$1120 for 4 semesters
		\$15,060.00 for each of the 30 participants for total program of 3 semesters	\$15,340.00 for each of the 30 participants for total of 4 program semesters
	Total Tuition and Fee Revenue for 30 participants for cost of program (3 semesters)	\$451,800	\$460,200

Tuition Rate for Online Programs

CLAYTON STATE UNIVERSITY													FALL SEMESTER 2023 - SUMMER SEMESTER 2024												
GRADUATE TUITION FOR ONLINE MAJORS*																									
ONLINE GRADUATE TUITION & FEES																									
CREDIT HOURS:	1	2	3	4	5	6	7	8	9	10	11	12													
IN- STATE TUITION	385.00	770.00	1155.00	1540.00	1925.00	2310.00	2695.00	3080.00	3465.00	3850.00	4235.00	4620.00													
TECHNOLOGY FEE	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00													
TOTAL	442.00	827.00	1212.00	1597.00	1982.00	2367.00	2752.00	3137.00	3522.00	3907.00	4292.00	4677.00													

Online hours do not calculate at the 15 credit hour rule for maximum hours. For greater than 12 hours, add \$385.00 per credit hour.

Other Fees:
Late Registration Fee 100.00

*This applies to the following online programs: MASTER OF ARCHIVAL STUDIES, MASTER OF BUSINESS ADMINISTRATION, MASTER OF STRATEGIC LEADERSHIP DEVELOPMENT, MASTER OF SCIENCE IN NURSING, & MASTER OF SUPPLY CHAIN ANALYTICS.

NOTE: Students admitted to the Family Nurse Practitioner (FNP) Program will be assessed a one-time fee of \$1,029.00 during the first semester of the program. All above charges/fees are subject to change per The Board of Regents. Source: http://www.usg.edu/fiscal_affairs/tuition_and_fees

*Tuition has increased from \$385.00 to \$395.00 per credit hour effective Academic Year 2024-2025

SERVICE AGREEMENT
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND
CLAYTON STATE UNIVERSITY

Service Provider: Clayton State University
Project Name: Dekalb Teacher Residency University Partner for Elementary Education

Address: 2000 Clayton State Blvd
Morrow, GA 30260

RFP No.: 24-588

Description: Dekalb Teacher Residency University Partner for Elementary Education

THIS SERVICES AGREEMENT and the below referenced documents attached as Exhibits (hereinafter the "Service Agreement") is made and entered into by and between the DeKalb County School District (hereinafter the "DCSD") whose address is 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083 and Clayton State University (hereinafter the "Service Provider") whose physical address is 2000 Clayton State Blvd, Morrow, GA 30260. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, DCSD desires to retain the services of a competent and qualified Service Provider to provide Dekalb Teacher Residency University Partner for Elementary Education; and

WHEREAS, the DCSD has solicited for these services via an advertised request for proposals and has received responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, DCSD intends to engage the Service Provider to provide Dekalb Teacher Residency University Partner for Elementary Education; and

WHEREAS, the Service Provider remains agreeable to provide Dekalb Teacher Residency University Partner for Elementary Education and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein;

The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Request for Proposals (RFP) No. **24-588 (Exhibit A)**;
- c. The Service Provider's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this Service Agreement shall not be included in this Service Agreement and shall be given no weight or consideration; **(Exhibit B)**;
- d. Board Directive originally dated **May 6, 2024 (Exhibit C)**; and
- e. Notice of Award dated **May 9, 2024 (Exhibit D)**.

This Service Agreement together with the aforementioned exhibits collectively forms **the Service Agreement**. All prior and contemporaneous negotiations and Service Agreements between the Parties on the matters contained in this Service Agreement are expressly merged into and superseded by this Service Agreement. DCSD shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Provider's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic Service Agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Service Agreement.

Any inconsistency or conflict among the specific provisions of this Service Agreement shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Service Agreement and any change orders or modifications issued after execution of this Service Agreement;
- b. Second, by giving preference to the specific provisions of the RFP attached hereto as

Exhibit "A,"

- c. Third, by giving preference to the specific provisions of Service Provider's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit "B,"** except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this shall not be included in this Service Agreement and shall be given no weight or consideration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and Service Agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, DCSD and the Service Provider agree as follows:

ARTICLE 1

PARTIES TO THE SERVICE AGREEMENT

The DCSD's address and its contact person are:

DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Attention: Ms. Carla Smith, Chief Financial Officer

Phone: 678-676-0133

Email: Carla_Smith@dekalbschoolsga.org

With a copy to:

DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Attention: Dr. Devon Q. Horton, Superintendent

The Service Provider's contact information is:

Company Name: Clayton State University

Address: 2000 Clayton State Blvd
Morrow, GA 30260

Contact Person: Nick Henry

Title:

Phone: (678) 466-4826

Email: nickhenry@clayton.edu

Any notice or consent required to be given by or on behalf of any Party hereto to any other Party hereto shall be in writing and shall be sent to DCSD or to the Service Provider by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the above addresses shall be binding unless said address is changed, and provided in writing to the other Party, no less than fourteen days before such notice is sent.

ARTICLE 2

DURATION OF AGREEMENT

2.1 **Agreement Term.** The term of this Service Agreement begins on the date executed by the last Party to execute below (hereinafter the "Effective Date"). The performance period for this Service Agreement shall terminate on June 30, 2025.

2.2 **Agreement Renewal.** In addition to the base period, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein. Any respective obligations of Service Provider or DCSD hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

2.3 **Total Obligation.** Pursuant to O.C.G.A § 20-2-506(b), it is agreed and understood that the Board of Education of DeKalb County has established a not-to-exceed amount for all Work to be performed under RFP 24-588, which includes an award to multiple vendors. Authorization for specific Work under the RFP to specific vendors who have been awarded work under the RFP shall be at the sole discretion of DCSD. The combined spend for the RFP across all of the awarded vendors shall not exceed the annual spend authorization set by the Board of Education of DeKalb County for the RFP. It is further agreed and understood that no work under this Agreement shall be authorized at such time that the collective spend under the RFP exceeds the total authorized not-to-exceed amount pursuant to the RFP. No work shall commence under this Agreement until the assigned vendor receives express written authorization from DCSD to commence its work to include a statement of estimated costs and date of completion of the subject work.

ARTICLE 3

SCOPE OF SERVICES

3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Request for Proposal 24-588, to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Agreement by this reference. A complete copy of the Scope of Work section of RFP 24-588, to include the Service Provider's final responsive proposal, is attached as Exhibit "B" and made a part of this Service Agreement.

3.2 Service Provider shall be solely responsible for the professional quality, accuracy,

competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

3.3 DCSD's review, approval, or acceptance of any of the Service Provider's Services shall not be construed to: (i) operate as a waiver of any rights the DCSD possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Service Provider's performance or nonperformance of this Agreement. The Service Provider shall always remain liable to the DCSD in accordance with applicable law for any and all damages to the DCSD caused by the Service Provider's breach of this Agreement.

ARTICLE 4

COMPENSATION

4.1 The Service Provider agrees that the compensation for all services under this Service Agreement shall be the specific price set forth in the attached Exhibit "A" and Exhibit "B." There shall be no add-on charges of any kind.

ARTICLE 5

WORKING RELATIONSHIP

5.1 The Service Provider will function in cooperation with the DCSD's designated representative, which is set forth in Article 1 of this Service Agreement. The Service Provider will consult with the DCSD's representative before finalizing recommendations or taking action at Services milestones or other key decision points. The Service Provider shall fully cooperate with the DCSD and, if applicable, the DCSD's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the DCSD's representative and advising, meeting with, consulting with, and coordinating with the DCSD's representative.

5.2 The DCSD shall have the right, at its sole discretion, to demand and require the Service Provider to remove any employee or subcontractor working for the Service Provider on the Services and to replace the employee or subcontractor without cost or liability to the DCSD.

5.3 For purposes of safety and otherwise, the Service Provider, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the DCSD representative and with the Service Provider's employees, agents, representatives, and subcontractors.

5.4 The Service Provider shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Provider, or any entity or person under the Service Provider's supervision or control, do not harm, or allow harm, to the DCSD's computers, systems, networks, and technology. The Service Provider shall take any and all measures possible to protect the DCSD's computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING AND AGREEMENT PRICE

6.1 **Invoices.** The Service Provider shall submit invoices, to DCSD, for services rendered pursuant to the attached Exhibit "A" and Exhibit "B." Invoices will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Provider. All invoices shall be submitted by Service

Provider shall be submitted to: Ms. Carla Smith, Executive Director Vendor Services, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

6.2 Agreement Price.

DCSD shall pay, and the Service Provider shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price listed in section 2.3. The price set forth in Paragraph 2.3 shall constitute the Agreement Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Such modification may only be made once per year and shall only become effective upon the renewal of the Agreement at the start of the subsequent year. Any such proposed price escalation /de-escalation must be presented in writing to DCSD, for approval, with substantiating proof to DCSD a minimum of ninety (90) days prior to taking effect.

ARTICLE 7

CANCELLATION OR TERMINATION BY DCSD

7.1 DCSD reserves the right to cancel or terminate this Service Agreement at any time for any reason, with notice in writing to the Service Provider. In the event of cancellation or termination, the DCSD shall pay to the Service Provider all compensation earned for actual services rendered. Any cancellation or termination by DCSD shall be effective within thirty (30) business days of the receipt of such cancellation or termination to Service Provider by DCSD.

7.2 Upon termination of this Service Agreement, the Service Provider shall:

- 7.2.1 Cease work under the Service Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs
- 7.2.2 Immediately cease using and return to the DCSD, any personal property or materials, whether tangible or intangible, provided by the DCSD to the Service Provider
- 7.2.3 Cooperate in good faith with the DCSD and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- 7.2.4 Immediately return to the DCSD any payments made by the DCSD for Services that were not delivered or rendered by the Service Provider.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The Service Provider and its employees shall perform as an independent contractor and not an employee or representative of the DCSD. The Service Provider retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Provider's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Provider shall maintain strict discipline among all personnel employed at

DCSD, nor shall any person employed on any Services site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Provider shall use any tobacco product while at any Services site, on any property owned by DCSD or at any function or event sponsored by or held on behalf of DCSD.

8.3 The Service Provider agrees that the Service Provider is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. (“ACA”), or for any other purpose. The Service Provider agrees that the Service Provider will be responsible for reporting requirements under the ACA and certifies that the Service Provider has their own individual health plan coverage. The Service Provider agrees that the Service Provider shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. With respect to ACA compliance obligations, Service Provider acknowledges and agrees that:

- Service Provider is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
- Service Provider is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;
- If requested by DCSD in connection with any governmental audit or inquiry, Service Provider will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge;
- Service Provider will offer health plan coverage to assigned workers (and their dependents) that complies with the ACA's minimum value and affordability requirements and, during the term of their staffing Service Agreement; and

ARTICLE 9

RESPONSIBILITY FOR SERVICES

9.1 In the performance of this Agreement, the Service Provider warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions. Service Provider shall be responsible for the accuracy of its Services and any error and/or omission made by the Service Provider in any work under this Agreement, and Contract. Services performed by the Service Provider shall be subject to review and acceptance in stages as required by DCSD. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at Service Provider’s own expense, any errors in the Services.

9.2 If Services performed by the Service Provider fail to meet the standards set forth in Paragraph 9.1, DCSD may elect to have the Service Provider re-perform, or cause to be re-performed, at no cost to DCSD any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Provider’s Services or within one year from the date of completion of the Service Provider’s Services, and (ii) DCSD notifies Service Provider of any such failure within sixty (60)

days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of DCSD to pursue and obtain any and all other remedies against the Service Provider at law or in equity.

9.3 Service Provider warrants that any goods to be produced to or delivered to Owner during the course and scope of work for these Services will be of merchantable quality, free from defects in materials and workmanship.

9.4 DCSD acknowledges that the Service Provider shall be entitled to rely on the accuracy and currency of information supplied by DCSD or by any of the Owner's contractors or consultants, or available from generally accepted reputable sources.

9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10

OWNERSHIP OF WORK PRODUCT

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Provider in connection with its performance under this Service Agreement (the "Information") shall be the property of the DCSD. In entering into this Service Agreement, the Service Provider hereby transfers to the DCSD all right, title, and interest, including the copyright, in and to the Information.

10.2 Any reports, recommendations, estimates, specification, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Services shall be the property of the DCSD. This provision shall not act to transfer rights of DCSDs of standard software or specification packages for which copyright is retained by the developer.

10.3 All original technical data, evaluations, reports and other work product of the Service Provider shall be delivered to the DCSD upon the completion, cancellation or termination of Services under this Service Agreement within three (3) business days of such completion, cancellation or termination. The Service Provider may retain one (1) copy of all documents produced by the Contractor for its permanent file.

ARTICLE 11

ACCOUNTING AND RECORDS

11.1 The Service Provider shall maintain a system of accounting and record keeping for all Services. Further, the Service Provider will allow the DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of seven (7) years after completion of Services provided under this Service Agreement.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 The Service Provider shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the

performance of its Services under this Service Agreement including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

13.1 The Service Provider will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Provider will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 14

CONTINGENCY FEES

14.1 The Service Provider represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Service Agreement or any contract with the DCSD, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Service Agreement or any other contract with the DCSD

ARTICLE 15

SUBCONTRACTORS

15.1 Service Provider shall manage all work and Services performed under this Service Agreement. Upon the DCSD's prior written consent, the Service Provider may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Provider and the DCSD will not be diminished.

15.2 All of the Service Provider's Subcontractors shall be directly responsible to Service Provider and shall be under the Service Provider's direct supervision. The Service Provider shall be as fully responsible and accountable to DCSD for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Service Agreement as the Service Provider is for the acts and omissions of persons it directly employs. Other than DCSD being a third-party beneficiary to any Service Agreement between the Service Provider and its Subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Service Agreement.

15.3 If the Service Provider utilizes Subcontractor(s) with respect to this Service Agreement then the Service Provider will require Subcontractor(s) to comply with all terms and conditions of this Service Agreement including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 16

SUCCESSORS AND ASSIGNS

16.1 The Service Provider shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the DCSD. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

ARTICLE 17

INSURANCE

17.1 The Service Provider and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Provider during the term of this Service Agreement. Prior to the date the Service Provider signs this Service Agreement, the Service Provider shall provide the DCSD with (i) certificate(s) verifying that the insurance coverages and limits are in force and (ii) that DCSD is listed as a Certificate Holder. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the DCSD requests.

17.2 If the Service Provider is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverages specified below or the joint venture will be a named insured under each respective policy specified.

17.3 The insurance requirements of this Contract are:

Type of Insurance	Coverage Limits
Workers Compensation	\$1,000,000
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$3,000,000 per accident
Professional Liability	
Umbrella or Excess Insurance	\$5,000,000 annual aggregate

17.4 The Service Provider waives all rights, including rights of subrogation, against the DCSD and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

- 17.5 Certificates of Insurance must be executed with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
 - (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
 - (c) Certificates are to be issued to:
DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Risk Management Department
 - (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to the DCSD.
 - (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

ARTICLE 18

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

18.1 The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DCSD Contracts for physical performance of services (i.e. public works contracts).

18.2 Service Provider's compliance is set forth in Exhibit "B". The Service Provider warrants and represents that evidence of the Service Provider and their subcontractor(s)' compliance by completing the following forms is included in Exhibit "B" and incorporated herein as reference:

- (a) Immigration and Security Certification
- (b) Contractor Affidavit
- (c) Subcontractor Affidavit
- (d) Sub-Subcontractor Affidavit

ARTICLE 19

TERMINATION FOR CAUSE

19.1 Either Party hereto may terminate this Service Agreement upon giving seven (7) days prior written notice to the other Party in the event that such other Party substantially fails to perform its material obligations set forth herein. Any Party seeking to terminate this Service Agreement for cause shall, as a condition precedent to the termination of this Service Agreement, provide the other Party written notice specifically describing its failure to perform its material obligations and allow that Party thirty (30) days after receipt of the notice in which to cure any performance deficiency.

ARTICLE 20

AGREEMENT ADMINISTRATION

20.1 DCSD and the Service Provider have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Service Agreement. The DCSD's representative shall have no power or authority to change this Service Agreement, or to execute or agree to any change orders. The DCSD may change its representative or declare a designee by written notice to the Service Provider.

20.2 To be binding against the DCSD, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Service Agreement must be in writing and signed by the DCSD. The Service Provider acknowledges that the DCSD does not, and will not be deemed to, waive this condition precedent under any circumstances.

20.3 Failure of the DCSD or the Service Provider to insist in any one or more instances on performance of any of the terms and conditions of this Service Agreement, or to exercise any right or privilege contained in this Service Agreement or the waiver of any breach of the terms and conditions of this Service Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

20.4 The Service Provider and the DCSD will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

20.5 This Service Agreement shall be governed by the laws of the State of Georgia.

ARTICLE 21

PUBLIC RECORDS

21.1 The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

ARTICLE 22

FORCE MAJEURE

22.1 The Service Provider will not be responsible or liable in any way for delay or failure to perform its obligations under this Service Agreement during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

ARTICLE 23

CAPTIONS

23.1 The headings in this Service Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Service Agreement or any part hereof.

ARTICLE 24

ENTIRE SERVICE AGREEMENT

24.1 This Service Agreement constitutes the entire and exclusive Service Agreement between the Parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or Service Agreements. This Service Agreement may be amended only by a writing signed by both the DCSD and the Service Provider. The signature of Service Provider below, represents to DCSD that he/she is duly authorized to execute and deliver this Service Agreement on behalf of Service Provider.

ARTICLE 25

MISCELLANEOUS

25.1 Unless otherwise expressly provided to the contrary in this Service Agreement, the term "day" shall mean calendar day.

25.2 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of Fulton County, Georgia. If any civil action is instituted to interpret, enforce or rescind this Service Agreement, the prevailing party in such lawsuit shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, incurred in connection with the lawsuit.

25.3 If any provision of this Service Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Service Agreement or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Service Agreement shall be valid and enforced to the fullest extent permitted by law.

25.4 This Service Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Service Agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Service Agreement.

25.5 Service Provider, and all personnel of Service Provider, agree to a background check. The Service Provider, and all personnel of Contractor, shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Service Provider. Additionally, any charges against the Service Provider, or personnel, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the personnel named in the check result, not provide services to DCSD premises. Any failure of the Service Provider, or personnel, to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between Service Provider and DCSD. Confirmation of background checks must be submitted in writing prior to commencement of any services to DCSD to: Ms. Carla Smith, Executive Director Vendor Services, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

25.6 Service Provider shall obtain prior written approval from DCSD's Department of Communications before the distribution of any news, press release or any marketing materials, by Service

Provider, which mentions DCSD, DeKalb County Board of Education, or any of the schools or centers within DCSD, or uses DCSD's logo or trademark. All requests for prior written approval shall be sent to: Communications Department, DeKalb County School District, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.

IN WITNESS WHEREOF, the DCSD and the Service Provider, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Service Agreement.

DCSD:

DEKALB COUNTY SCHOOL DISTRICT


By:

[Signature]

Dr. Devon Q. Horton
Superintendent

1701 Mountain Industrial Blvd

Stone Mountain, Georgia 30083


[Date of Execution]
11/14/2024

SERVICE PROVIDER:

CLAYTON STATE UNIVERSITY

By: Nick Henry
Nick Henry (Oct 30, 2024 14:30 EDT)
[Signature]

Nick Henry
Vice President of Business & Operations

2000 Clayton State Blvd

Morrow, GA 30260

10/30/2024
[Date of Execution]

EXHIBIT "A"

DeKalb County School District RFP No. 24-588

For

Dekalb Teacher Residency University Partner for Elementary Education



EXHIBIT "B"

Service Provider's Proposal including pricing
and any applicable Scope of Services
and any applicable Payment and Payment Terms Schedule
attached except that objections or amendments by the
Service Provider that have not been explicitly accepted by DCSD in
Writing In this Service Agreement and Contract shall not be included in
the Contract Documents Or this Service Agreement and shall be given
no weight or consideration

EXHIBIT "C"

DeKalb County Board of Education Directive

Originally dated May 6, 2024

EXHIBIT "D"

Notice of Award Letter and Acceptance Dated May 9, 2024







RFP 24-588 Form Service Agreement - with revisions requested by CSU - Nick Henry - edits as of 10.24 vFinal

Final Audit Report

2024-10-30

Created:	2024-10-30
By:	David Brown (davidbrown2@clayton.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM559mWiNEoaHDnn4pAaXFLHb_KMAG90T

"RFP 24-588 Form Service Agreement - with revisions requested by CSU - Nick Henry - edits as of 10.24 vFinal" History

-  Document created by David Brown (davidbrown2@clayton.edu)
2024-10-30 - 1:46:56 PM GMT- IP address: 168.28.45.225
-  Document emailed to nicholashenry@clayton.edu for signature
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-  Signer nicholashenry@clayton.edu entered name at signing as Nick Henry
2024-10-30 - 6:30:21 PM GMT- IP address: 168.28.45.159
-  Document e-signed by Nick Henry (nicholashenry@clayton.edu)
Signature Date: 2024-10-30 - 6:30:23 PM GMT - Time Source: server- IP address: 168.28.45.159
-  Agreement completed.
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END OF EXHIBITS