

ACTION MEMORANDUM

TO: Board of Education

FROM: Dr. Mack Bullard, Assistant Superintendent of Human Resources

SUBJECT: Knowledge Resources Group Contract

Summary

The Human Resources Department is committed to recruiting, hiring, and retaining high-quality candidates to fill vacant teaching positions. The District is recommending that the Board approve the use of additional funds to hire special education teachers through Knowledge Resources Group to fill vacant positions.

Background

To date, the District has hired approximately 302 new teachers with eighteen (18) teaching positions remaining vacant. Of those eighteen (18) positions, seven (7) are special education positions. While BCSD is a strategic waiver district, certification may not be waived for special education teachers. Individuals considered for these positions must either already hold GA certification or be enrolled in the Teacher Academy for Preparation & Pedagogy (TAPP) Program or a Master's program to earn certification. In seeking additional alternatives to hire qualified teachers, the District has hired international teachers through third party companies. These teachers are vetted and interviewed and hold appropriate teaching certifications. This practice has allowed the District to hire hard to fill positions, such as special education.

In FY 11, the District contracted with Global Teachers to hire international teachers to fill teacher vacancies. Global Teachers has recently changed its name to Knowledge Resources Group (KRG). Teachers travel here on a temporary J-1 Visa to teach for a maximum of five (5) years. Interviews are conducted with principals via Skype and they principals then determine if the candidate is a good fit for their school. If the District chooses to hire an international teacher, a contract between the District and KRG must be prepared and signed. Currently, the District has one (1) teacher employed under this contract since 2012. In order to hire additional employees through KRG, the District must seek Board approval since the expenditures with the company will exceed \$100,000.00 for the current fiscal year. This will assist the District in filling the vacant special education positions in which certification cannot be waived.

Recommendation

It is recommended that the Board of Education approve the use of additional funds to hire special education teachers through Knowledge Resources Group.

Superintendent's Comments and Approval

<u>Superintendent's Comments</u>	
Dr. Curtis L. Jones, Jr.	Approved

TEACHING SERVICES AGREEMENT

This teaching services agreement ("Agreement") is made and entered into as of the first day of July in the year of 2019, between **Knowledge Resources Group Inc, (KRG)**, One Hartsfield Center, 100 Hartsfield Center Parkway, Suite 500, Atlanta, GA 30354, and **Bibb County School District**, 484 Mulberry Street, Macon, GA, 509, individually the "Party" and collectively the "Parties".

WHEREAS, KRG is an organization engaged in the business Education Consulting and helping the School District and other educational institutions in the United States meet their need for teaching personnel; and

WHEREAS, the School District sometime encounters difficulty filling all of its teaching positions because of the critical teacher shortage; and

WHEREAS, both Parties agree that KRG shall recruit highly qualified teachers ("Teacher" or "Teachers") who have experience in providing classroom instructional services for placement in the School District.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of hereby acknowledge, KRG and the School District hereby agrees as follows:

1. Term of Contract.

The term of this Agreement shall commence on the first teacher workday of the 2019 - 2020 school year and shall continue in effect until the last teacher workday of the 2019 - 2020 school year, unless terminated earlier as provided in this Agreement (the "Initial Term"). This Agreement will automatically renew for additional one-year terms (the "Renewal Term"), unless either party provides written notice of its intent not to renew the Agreement at least 30 calendar days prior to the end of the then current Initial Term or Renewal Term.

2. Placement.

During the Initial Term and any Renewal Term of this Agreement, KRG shall supply the School District with Teachers on an "as-needed" basis. Pursuant to the terms of this Agreement, both parties shall mutually agree on the numbers of Teachers required by the School District. The Parties agree that this Agreement does not obligate the School District to accept any Teachers and the School District shall have the right, in its sole discretion, to determine which Teacher to accept from KRG.

For each Teacher placed in the School District, KRG will execute a document in the form of a Schedule A, stating the name of the Teacher, the period of the Teacher's assignment, the school in which the teacher is assigned, the degree level and years of teaching experience. The Schedule A will be sent to the School District in late May or early June to identify the appropriate annual salary after the District's Budget has been approved for the school year.

3. Compensation.

The School District agrees to pay KRG a monthly rate for each Teacher teaching in the School District based on the Teacher's highest degree and verifiable years of teaching experience as well as an annual fee as detailed in Schedule A. If a Teacher does not remain in the School District for the entire school year, the annual administration fee will be pro-rated for the time served. Once determined at the outset of the Teacher's placement, this monthly rate will be in effect for the Initial Term and will be adjusted based on annual increases or reductions for any Renewal Term. In the event that the number of school days missed by a Teacher exceeds the number of sick, personal, vacation and/or professional days allotted to and accrued by the Teacher, the School District may reduce or otherwise adjust that monthly rate according to the School District's policy.

KRG shall submit to the School District an invoice at the beginning of each school year for the annual administration fee and monthly invoices for the Teachers' monthly Fee. Payment will be due from the School District within (30) days or less of receipt of an invoice. The Administrative Fee charged for each teacher shall be **\$10,000** for each teacher which covers all teacher benefits. The teacher will be paid the State Based salary by the school district.

4. Duties of KRG.

- a) Prior to placement, KRG shall determine whether the Teacher is qualified for the position in question, is competent to provide the needed instructional services, and eligible to work in the United States.
- b) KRG shall maintain and make available to the school system a current credentials file containing, at a minimum, the Teacher's application for a position with KRG, a record of the Teacher's education credentials, two work references, and if applicable, a visa and documentation to establish that the Teacher has authorization to work in the United States.
- c) KRG shall ensure that each Teacher has and shall maintain the appropriate state teaching license/certification for the corresponding job.
- d) KRG shall provide a liaison to the School District to resolve problems that may occur from time to time.
- e) As further described below in Section 6, KRG shall provide the School District with a proof of general liability insurance and workers compensation coverage.
- f) Teachers placed in the School District through KRG are employees or independent contractors of KRG. However, teachers will comply with all applicable "work requirements" of the District. KRG have entered into a separate contract ("Teacher Contract") with each Teacher relating to the Teacher's performance of services. Teacher Contract shall be consistent with this Agreement and shall require the Teacher to:
 - i) Complete fingerprinting and all other hiring formalities of the School District;

- ii) Comply with the School District and the state's applicable curriculum policies, rules and regulations, including but not limited to those relating to in-field certification;
- iii) Maintain adequate and current records in the manner required by the School District for all students served by the Teacher;
- iv) Follow the same work schedule as required of the School District's employees;
- v) Abide by all personnel policies of the School District, except those relating to compensation, insurance, retirement, tenure and social security provisions;
- vi) Provide notice of absences in the manner required of the School District's employees; and
- vii) Maintain a valid United States visa and authorization to work in the United States throughout the Teacher's assignment to a school in the School District.

5. Duties of School District.

- a) The School District shall allow Teachers to take sick, personal, vacation and/or professional days on the same terms and conditions as teachers employed by the School District.
- b) The School District shall be solely responsible for any expenses incurred in providing a substitute teacher to cover the Teacher's absence for any authorized leave granted by the School District.
- c) The School District shall provide orientation for the Teachers and KRG about all applicable federal, state and local rules, regulations, policies, procedures, curriculum, personnel policies, and procedures with which the Teachers will be expected to comply.
- d) The School District shall inform KRG and the Teachers in writing about any changes in such rules, regulations, policies, procedures and curriculum.
- e) The School District shall inform Teachers of the School District's website and the availability of on-line access to the School District's policies and procedures.

6. Termination by School District.

If the School District, in its sole discretion, determines that the services provided by a Teacher are not satisfactory, the School District shall notify KRG in writing. Within thirty (30) days of such notification, KRG shall locate a Replacement Teacher to replace this Teacher. The replacement Teacher will be chosen by the member District at its sole discretion. If a Replacement Teacher cannot be located, the School District's obligation to compensate KRG for the Teacher's services shall be limited to the days actually worked by such Teacher. KRG will be responsible for consummating the transition of any replacement teacher and the District will not be responsible for or liable to the removed/terminated teacher.

7. Insurance.

KRG will provide general liability insurance for exposures arising from the activities of Teachers at its own expense for the amount of \$1,000,000 per single occurrence and \$2,000,000 in the aggregate. This coverage shall also name the School District, its appointed officials, agents and employees as additional insured. This Insurance shall be primary insurance as respects the School District, its appointed officials, agents and employees. KRG shall also secure worker's compensation coverage in an amount sufficient to satisfy all legal requirements for the Teachers.

8. Indemnification by KRG

KRG covenants to save, defend and indemnify the School District, its officials, agents, and employees from and against any and all claims, action or cause of action, loss, damage, injury, (cost including court costs and attorney's fees), charge liability or exposure, resulting from or arising out of or in any way connected with a Teacher's performance or non-performance of the services contemplated by this Agreement. This indemnification shall continue in full force and effect until it can be proved without doubt that the claims, action or cause of action, loss, damage, injury, cost, charge or liability was rendered unavoidable to the performance of the Teacher's duties.

9. No Employment Status.

Teachers assigned to the School District under this Agreement shall not be considered an employees or agent of the School District. KRG shall comply with USCIS and DOL regulations and meet the guidelines and prevailing wage requirement. KRG also shall comply with all applicable federal, state, and local laws relating to payment of wages, unemployment compensation, workers' compensation, wage and hour laws, social security, F.I.C.A., employment discrimination, immigration, income tax, payroll taxes and other employment related laws.

10. Non-Solicit.

During the Initial Term and any Renewal Term of this Agreement and for a period of one year after termination of the agreement, the School District agrees it shall not hire any Teacher placed in the School System by KRG except with the written consent of KRG.

11. Assignment.

The rights and obligation of KRG and the School District and this Agreement are personal to KRG and the School District. These rights and obligations may not be assigned or transferred to any other person, firm, corporations, or entity without the prior express and written consent of both the parties

12. **Service of Notice.**

Any notice required under this Agreement shall be in writing and sent to the parties at the following addresses:

**Department of Human Resources
Bibb County School District
484 Mulberry Street
Macon, GA 31201**

**Knowledge Resources Group, Inc.
One Hartsfield Center
100 Hartsfield Center Parkway
Suite 500
Atlanta, GA 30354**

13. **Governing Law.**

The validity, enforceability and interpretation of any of the clauses of this Agreement will be determined and governed by the laws of State of Georgia and all parties are required to bring any lawsuit involving the Agreement to specified courts in Georgia.

14. **Amendments and Waivers.**

No amendment of this Agreement or any waiver of any of its provisions shall be effective unless expressly stated in writing signed by both Parties. No delay or omissions in the exercise of any right, power, or remedy under or for this Agreement shall impair such right, power or remedy or be construed as a waiver of any breach. Any waiver of a breach of this Agreement or any failure to claim a breach of this Agreement shall not be treated as a waiver of any subsequent breach.

15. **Severability.**

Each section of this Agreement shall be considered severable, and if any section of this Agreement shall be held illegal, invalid, or otherwise unenforceable under controlling law, the remaining sections of this Agreement shall not be affected thereby but shall continue in effect.

16. **Authority.**

Each individual executing this Agreement on behalf of the Parties to this Agreement hereby represents and warrants the he or she has been duly authorized to execute this Agreement.

17. **Entire Agreement.**

This Agreement supersedes and replaces all prior and contemporaneous agreements, understandings and representations, whether oral or written, between the parties and relating to the subject matter hereof and constitutes the entire understanding of the parties with respect to the subject matter of this Agreement.

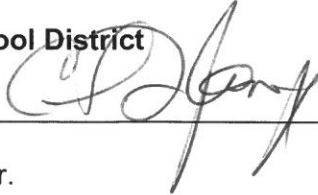
18. **Execution.**

This Agreement may be executed in counterparts, and all such executed counterparts together shall constitute one original Agreement, which shall be binding on all the Parties to this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

Bibb County School District

Signature: _____



Date: _____

7-24-19

Dr. Curtis Jones, Jr.

Title: Superintendent

Knowledge Resources Group Inc

Signature: _____

Date: _____

Print Name: Dr. Morris Blasingame

Title: Vice President of Marketing and Teacher Support