

## MEMORANDUM

---

**TO:** NWABSD Board of Education  
Members

**DATE:** December 5, 2023

**NUMBER:** 24-057b

**FR:** Office of the Superintendent

**SUBJECT:** Approval of Contract and  
Purchase; RCC Staffing  
Solution USA

**STRATEGIC PLAN/BOARD GOAL:**

Strand 1: Operational Improvements

**ABSTRACT:**

Board approval is required for purchases exceeding \$50,000.

**ISSUE:**

At issue is to approve the contract and purchase from RCC Staffing Solution USA for a total amount not to exceed \$192,200.00 to hire 20 international teachers pending the approval of legal counsel and the Director of Administrative Services.

**BACKGROUND AND/OR PERTINENT INFORMATION:**

The District currently faces a severe staffing shortage and is searching for highly qualified teachers internationally. This requires working with a company to act as an agent that recruits and hires.

The fees per teacher are \$9610.00 and the District is currently anticipating the need for at least 20 new teachers for the 2024-2025 school year. The timeline to hire internationally is at least 3-4 months so the District must start hiring now for next year.

Funding is available in general funds.

**ALTERNATIVES:**

1. Approve the contract and purchase from RCC Staffing Solution USA for a total amount not to exceed \$192,200.00 to hire 20 international teachers pending the approval of legal counsel and the Director of Administrative Services as presented;
2. Do not approve the contract and purchase from RCC Staffing Solution USA for a total amount not to exceed \$192,200.00 to hire 20 international teachers pending the approval of legal counsel and the Director of Administrative Services as presented;
3. Take no final action.

**ADMINISTRATION'S RECOMMENDATION:**

The administration recommends the Board approve the contract and purchase from RCC Staffing Solution USA for a total amount not to exceed \$192,200.00 to hire 20 international teachers pending the approval of legal counsel and the Director of Administrative Services as presented.

## Human Resources

The Administration Recommends approval of the following contract:

# RCC Staffing Solution USA Contract

---



Business Address: 82-16 Roosevelt Ave 2F Jackson Heights, NY, 11372  
Office Contact no.: 929-609-6333  
Business License #2109009-DCWP

## Service Agreement

This Service Agreement (the "Agreement") sets forth terms under which **RCC Staffing Solution USA CORP.** ("Company") shall provide services to **Northwest Arctic Borough School District**, (the "Client"). This Agreement is effective as of this **5<sup>th</sup> day of December 2023.**

1. **Scope of Services.** The Company is to provide the Client with the following services (the "Services"):

### Company Obligation

- RCC Staffing Solution USA Corp will provide teacher support to the school including assistance in the hiring and selection process.
- RCC Staffing Solution USA Corp will guide the school with regard to the process of obtaining the best visa option for teachers.
- RCC Staffing Solution USA Corp will make sure that in case of inefficiency of any kind (neglect of duty, attitude problem, unable to perform tasks and etc.) from the teacher referred to as an "applicant" RCC Staffing Solution USA Corp will replace the teacher without additional cost to **Northwest Arctic Borough School District.**
- The RCC Staffing Solution USA Corp will make sure that the expectation and any other changes that may affect the process will be addressed earlier to come up with the same expectation.
- The RCC Staffing Solution USA Corp will make sure that all the applicants have a good moral character and are most eligible by the type of profession they are about to work in.
- The RCC Staffing Solution USA Corp will make sure that the "Client" is fully aware of any changes that may occur from the beginning until the end of the process.
- That RCC Staffing Solution USA Corp will protect the interest of **Northwest Arctic Borough School District** which agrees to have the services of the "Company" under this contract with no expiration unless the "Client" decides to cancel this agreement at any time.

### Client Obligation

- The **Northwest Arctic Borough School District** school district will make sure that they will provide the documents to RCC Staffing Solution USA Corp that are needed for the visa process and any kind of matter concerning the documentation process of teacher/s until they reach **Alaska, USA.**
- Certificate of School Accreditation
- Federal Tax Identification
- Most Recent Financial Audit
- Affiliation Agreement to a higher Education (e.g. University or Community College).
- Federal Tax-Exempt Certificate

- I.D. (bearing the name and signature of the school representative).
- Filing of I-129: \$460.00
- Fraud Fee: \$500.00
- PP Administrative Fee: \$150.00
- Legal Fees or Attorney's Fee: \$8,500.00
- Fees shall be made in full payment after releasing the job offer letter to the applicant for the "Company" to start the necessary paperwork.

2. **Term; Termination.** This Agreement shall commence on 12/05/2023 and remain in effect until the Services are completed. This Agreement may be extended by mutual written consent of both parties. If either party seeks to terminate this Agreement, the terminating party must provide 30 days' notice to the other party.

3. **Independent Contractor Status.** The Company is serving as an independent contractor in providing the Services. Under this Agreement, the Company is neither an employee nor a partner of the Client.

4. **Notice.** All notices required or permitted under this Agreement will be provided in writing and delivered to both parties.

5. **Governing Law.** The laws of the **State of Alaska** govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance, and enforcement.

6. **Assignment; Delegation.** The Client may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the Company. Any purported assignment of rights or delegation of performance in violation of this section is void.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.

Each party is signing this Agreement on the date stated opposite that party's signature.

Company name: RCC Staffing Solution USA Corp.

Company signature: \_\_\_\_\_

Company representative \_\_\_\_\_

Date: \_\_\_\_\_

Client name: Northwest Arctic Borough School District

Client signature: \_\_\_\_\_

Client representative: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTICE TO EMPLOYER- READ BEFORE SIGNING**

**Do not sign this contract before you have read it or if any spaces are left blank.**

**The employment agency must give you a signed copy of this contract at the time you sign it**

