

Agreement for Professional and Educational Services Between
The School Board of Hernando County and
TPG Cultural Exchange Services, LLC

4/26/22

This Agreement (hereinafter the "Agreement") is dated February 14th, 2022, and is by and between The School Board of Hernando County (hereinafter the "District") and TPG Cultural Exchange Services, LLC, a Delaware limited liability company, located at 4630 South Kirkman Road #207, Orlando, Florida 32811 (hereinafter "TPG").

BACKGROUND STATEMENT

TPG is a cultural exchange provider for highly qualified, international educators. TPG provides opportunities for educators from around the world and schools and school districts in the United States to participate in a mutually beneficial cultural and professional experience through the temporary placement of international teachers in schools in the United States. To further those goals, the TPG Exchange Program provides for a temporary stay of 1 to 5 years for visiting educators ("Educator or Educators") after which the Educators share in their home countries the cultural and educational knowledge gained. The typical period of stay for an Educator in the United States is 3 years.

TPG wishes to support Educators to teach at participating school(s) in the District as an Exchange Visitor under the sponsorship of either TPG Cultural Exchange, LLC or its permitted subcontractor Pontes Cultural Exchange LLC. School districts (not individual schools) generally hire teachers. As a result, references to school district, district, and school throughout this Agreement refer to the administrative entity that hires the teachers and all participating schools where teachers are placed.

Agreement

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and TPG hereby agree as follows:

1. **TERM AND RENEWAL.** Upon execution of this Agreement, the District will be a participant in the TPG Cultural Exchange Services Exchange Visitor Program. On an annual basis, TPG and the District will mutually agree on the number of Educators and the compensation of each Educator to be hired by the District for the subsequent school year (subject to the limitations set forth in section 4.g. hereafter). For purposes of this Agreement and TPG Cost Summary in Exhibit A attached hereto and incorporated herein by this reference, the term "School Year" is defined as noted on the approved District Academic Calendar. The compensation requirements and any Administration Fees for Educators for the first year of the Agreement will be reflected in the TPG Cost Summary attached to the Agreement, hereby fully incorporated by reference as "Cost Summary." Any proposed changes to compensation requirements and Administration Fees will be communicated in writing to the District by TPG prior to the start of each School Year, by March 1 of the preceding School Year, and the Parties must agree to any changes to the Cost Summary by May 1 of the preceding school year, otherwise the then-current Cost Summary will stay in effect. The District shall perform in compliance with the duties and requirements set forth in this Agreement and its attachments while the Agreement is in effect, and it shall pay TPG an annual Administration Fee, as noted on the attached Cost Summary, for each Educator provided by TPG. Unless otherwise terminated according to the provisions of this Agreement, this Agreement will automatically renew each year for three subsequent annual renewals and will apply to all Educators teaching in the District during each year of the Agreement, unless:

- a. the District gives written notice to TPG of its intent not to renew the Agreement by May

15th of the then current School Year, unless another date is agreed upon between the Parties in writing; or

- b. TPG gives written notice to District of its intent not to renew the Agreement by May 1st of the School Year; or
- c. The terms, conditions, or costs of this Agreement are altered (in which event, the parties understand and agree that a duly authorized, executed and delivered amendment is required to effectuate the change and the renewal).

In any event, this Agreement will not terminate until the end of the School Year in which notice of termination is provided in accordance with the preceding sentence.

2. TERM AND RENEWAL OF INDIVIDUAL EDUCATORS. This Agreement as it pertains to each Educator will become binding upon District's written offer to each Educator and Educator's acceptance of such offer. For all Educators, the parties agree and acknowledge that TPG may, at its sole discretion and upon providing written notice to District, terminate this Agreement with regards to any Educator who is not granted a valid J-1 visa allowing arrival and employment in the US; does not fully execute a separate TPG Program Agreement between TPG and the Educator prior to arrival in the US; is unable to obtain proper teaching license; unable to obtain a US driver's license; or for any other grounds deemed reasonable at the sole discretion of TPG.

TPG and the Exchange Visitor Program provides for a temporary stay of 1 to 5 years for visiting Educators. Although this Agreement currently contemplates that it will only be in effect for a period of 3 years, this Agreement will automatically renew for each Educator teaching in the District during each year of this Agreement's renewal up to the TPG maximum allowable stay per Educator of five (5) years, unless: the District provides TPG written notice of its intent not to renew this Agreement for a particular Educator(s) by May 15th, unless otherwise agreed between the parties, of then current school year; TPG provides the District written notice of its intent not to renew this Agreement for particular Educator(s) at any time prior to the start of the next school year; or particular Educator(s) terminates the Educator Agreement between TPG and the Educator per the terms outlined in such Agreement. Educators teaching in the District will be formally identified each school year, prior to Educator's first day of teaching, in a separate document to be provided by TPG.

3. TPG DUTIES AND RESPONSIBILITIES. TPG agrees to make efforts to provide the District with one or more professional international educators who meet, as closely as possible given availability and individual state licensure and certification requirements, the District's stated preferences with regard to subject and level. TPG, in a separate agreement between TPG and each Educator, has acknowledged that TPG wishes to sponsor Educator, and Educator wishes to teach in a participating District as an Exchange Visitor under the auspices and sponsorship of TPG Cultural Exchange, LLC or its permitted subcontractor, Pontes Cultural Exchange LLC. Additionally TPG has arranged or will arrange for Educator's recruitment, pre-arrival preparation, travel, orientation, domestic transportation, and instructional services support including, but not limited to: recruiting of Educator, including application and evaluation process, personal interviews, criminal record check, and reference checks; assistance with procuring a J-1 work Visa (valid only while Educator is sponsored by TPG or its permitted subcontractor); assistance with securing Educator licensure; coordinate transportation from Educator's country of residence to teaching location; assistance with Educator's procuring local transportation and lodging; provision of additional consultation and staff development as necessary; provision of health, medical evacuation, and repatriation insurance; and when necessary, providing District with Educator's written authorization for District to perform any of the duties and responsibilities detailed herein.

4. DISTRICT DUTIES AND RESPONSIBILITIES.

- a. Compensation. District agrees to pay each Educator's compensation per school year as set forth in the District's approved salary schedule. and that compensation will be paid commensurate with the Educator's American counterparts based on education and experience, as well as Florida law on teacher compensation. Any changes to administration fees will be communicated in writing to the District by TPG and shall require approval by the District prior to implementation. Such changes will be considered by the parties to be fully incorporated into this Agreement by reference. Changes and bilateral approval to administration fees must follow the procedures established in Section 1 of this Agreement.

In addition, the District agrees to pay each Educator the equivalent of any local supplement, bonuses and incentives for subjects assigned to Educator that are earned by the Educator and paid to a regular teacher. Each Educator will also receive any incentive bonus that is based on the academic performance of the students at the assigned school and paid to other staff at the assigned school. School also agrees to make direct payment to Educator for all extra duties including, but not limited to, staff development stipends, coaching supplements, activity supplements, after-school or summer school work, or the like, as with any other teacher. The District agrees to place each Educator on the District's payroll upon the commencement of the Educator's first school year in the District (the "Initial Term"). The District further agrees to pay each Educator's salary, supplement, and all other compensation directly to Educator, unless otherwise agreed between the parties or as set forth herein. It is expressly understood by the parties, that any teacher hired pursuant to this agreement shall not receive district paid medical insurance or employer contribution to the state retirement system during the term of this agreement.

In the event that the number of school days missed by any Educator exceeds the number of sick, personal, vacation and/or professional days allotted to and accrued by Educator, the District may reduce or otherwise adjust any Educator's salary according to the District's policy and Florida law.

- b. Compliance with Laws and Taxes. District will comply with all applicable federal and state laws, including without limitation, paying or having withheld from Educator's pay all applicable taxes. District acknowledges and agrees that it is solely and fully responsible for paying its taxes and for filing any and all tax returns in the US as required by law. TPG does not provide legal, accounting, tax or other similar counsel and advice and District should seek the assistance of professional counsel in respect of such matters. The TPG Program Agreement between TPG and the Educator requires Educator to also comply with all applicable laws and taxes.
- c. Acclimation Assistance to Educator(s). The District agrees to allow Educator to participate in the District's teacher induction program for teachers newly hired to the District and to provide professional guidance, support, and assistance upon the Educator's arrival and throughout each Educator's Initial Term in the same manner it provides to other newly hired teachers. TPG additionally agrees to provide the Educator with a Mentor. Additionally, the District agrees to provide the following support services for each Educator: Monitor initial adjustment and performance on an on-going informal basis and provide opportunities to share and discuss mutual observations and concerns with Educator; provide opportunities for and encourage Educator to take advantage of professional development; facilitate cultural exchange opportunities for Educator through District and district -wide activities and events and community involvement; communicate

with TPG in a timely manner regarding Educator's status, sharing observations and concerns about initial adjustment, progress, and overall performance, and assist Educator, if necessary, with other reasonable resources and support services. Additionally, in the event Initial-Term Educator arrives after classes have begun, the District agrees to provide Educator with a minimum of one day for classroom observation or other non-teaching, professional development activity to facilitate transition into Educator's teaching duties.

- d. Duty to Report. To the extent allowable by Florida laws, the District shall immediately notify TPG if it has knowledge that an Educator is directly involved (or appears to be involved) in or affected by an incident of mistreatment, abuse, criminal activity, or other inappropriate conduct. Examples of incidents requiring notification include but are not limited to: incidents of mistreatment (alleged or certain) towards the Educator; Educator's mistreatment of students, School employees, or patrons; or a report of an Educator's involvement in any criminal activity. Further, the parties acknowledge that the Educator shall be governed by the Principles of Professional Conduct for the Education Profession in Florida.
- e. Typical Three-year Limitation on Educator Employment. The District acknowledges and agrees that the purpose of the TPG program is cultural exchange, and that Educators are expected to remain under sponsorship of TPG or its permitted subcontractor throughout their term and return to their country of residence after three years in the TPG program under the guidelines of the J-1 Visa. In some cases, the Department of State will authorize a 4th or 5th year in J-1 status for the teacher to continue teaching at the District.
- f. Pro-Rata Adjustments. In the event that an Educator's first day of Initial Term is after the first day of school for new teachers for any reason, the School may adjust the Educator's salary and benefits on a pro-rata basis in proportion to that percentage of the School Year for which Educator is available to fulfill teaching duties as assigned by the School.
- g. Payment Terms. Any and all payments to TPG by District are due in accordance with the Florida Prompt Payment Act. The District shall pay TPG fees according to the set forth in Exhibit A.

TPG shall invoice to the School District on September 30th of each year of the Agreement per teacher for payment based on the actual number of Teachers made available to the District. For mid year placements, TPG shall invoice within 30 days of teachers arrival. The invoice of each year shall be adjusted based on the total amount due to TPG in accordance with Cost Summary in Exhibit A.

- h. Employment Notifications. The District hereby acknowledges and agrees that the District is the sole employer of each Educator as defined by the Family and Medical Leave Act, as amended (29 U.S.C. § 2601 *et seq.*) ("FMLA"), the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*) ("FLSA"), Article X, Section 24 of the Florida Constitution, the Florida Minimum Wage Act (Fla. Stat. § 448.110 *et seq.*) ("FMWA"), and any similar state or local law regarding employment. The Parties agree that as a J-1 Visa Exchange Visitor Program Sponsor, TPG or its permitted subcontractor should never be construed as an employer or joint-employer of any Educator. For these reasons, the District will be responsible for notifying each Educator of his/her applicable rights and obligations under FMLA, FLSA, the Florida Constitution, FMWA, and similar state/federal laws, and for providing each Educator with the applicable FMLA leave if mandated by applicable law.

- i. Training Programs. The District hereby agrees that each Educator may be required to attend, at TPG's option, workshops and programs sponsored or approved by TPG designed to help Educator more effectively and more rapidly adapt to US culture and schools. Such workshops and programs will not require Educator to be absent from work during the School Year unless mutually agreed upon by TPG and School. TPG will make efforts to schedule said Educator absences on non-instructional days for students and on days which are not days protected by law or school policy. If approved by the District in advance, the District agrees to pay Educator his or her regular pay during any such required absence and to not charge such absence against personal, sick or other leave to which Educator is entitled from the District. TPG agrees to make every effort to schedule such absences on District teacher non-work days.
 - j. Personnel Policies. Educator has acknowledged by signing TPG Agreement to comply with all policies and procedures of both the District and TPG.
 - k. Consent to Disclosure. Upon the request of TPG, and to the extent allowable by Florida law, District hereby consents to the disclosure and release to TPG of all Educator's medical records in the event that the District determines that Educator's medical condition creates a health hazard or safety issue for other teachers and students or impairs Educator's ability to perform his or her teaching obligations, all Educator's personnel files in the event that the District determines that Educator is failing or has failed to perform satisfactorily his or her teaching obligations, and any other documentation required of or relating to Educator per the District's personnel policies. As a condition of Educator's participation in the TPG Program, Educator expressly acknowledges, agrees, and consents to disclosure of the above information from District to TPG by agreeing to participate in the TPG Program and by signing the TPG Program Agreement.
 - l. Performance Evaluations. Upon receipt of an executed copy of an Educator's Agreement granting TPG consent for disclosure, the District agrees to provide timely copies of performance evaluations of the Educator so that TPG, where appropriate and at its discretion, may provide Educators with additional professional, cultural or other training.
 - m. Relocation Loan. As a condition of program participation, the TPG Program may offer or require each Educator to accept a relocation loan ("Relocation Loan") payable to Educator at the beginning of the School Year, estimated at \$1,000 - \$3,500, the exact amount to be determined by the TPG program, to assist with such Educator's relocation or similar expenses. The TPG Program will invoice the Relocation Loan amount to District for payment upon deductions from the respective educators. The District will arrange to recoup the Relocation Loan amount from each Educator through equal deductions from each Educator's paycheck such that the loan is repaid within six months of receipt. The district will forward collected funds to TPG upon receiving one invoice per annum. In the event of the termination of this Agreement or the termination, resignation, or non-renewal of an Educator by any party, for any or no reason, the District agrees to collect any unpaid balance of the Relocation Loan through withholdings from such Educator's final paycheck if enough funds are available in terminal pay. Educators authorize payroll deductions for loan repayment by signing the TPG Educator Agreement and Promissory Note, and Educators are required to additionally agree to execute any further authorization that may be requested by the District.
5. TERMINATION, RESIGNATION OR NON-RENEWAL OF INDIVIDUAL EDUCATORS. This Agreement between TPG and District must be terminated by written notice. Agreements for any

individual Educator will terminate as provided below:

- a. Initial Termination by TPG and Non-Renewal by TPG. TPG may terminate this Agreement for any particular Educator upon notice to Educator and District at any time, for any reason, prior to the scheduled start of Educator's Initial School Year in which event neither TPG nor District will have any further liability to the other as it relates to that particular Educator. TPG also may terminate this Agreement for any particular Educator during any Renewal Term (any subsequent terms after the Initial Term) by giving notice of the same to Educator and District by May 1st prior to the beginning of a new School Year in which event neither TPG nor School will have any further liability to the other as it relates to the particular Educator.
- b. Non-Renewal by Educator. If an Educator does not give written notice to TPG and the District of Educator's intent to renew the applicable Initial Term or Renewal Term of Educator Agreement prior to May 1st, or any other date agreed to by TPG and the Educator, then this Agreement, in relation to such Educator, will terminate upon the completion of the then current School Year.
- c. Termination of Employment by District. District must notify TPG immediately of any Educator's Termination by District and provide the reason and associated documentation to TPG in writing. Educator must also immediately notify TPG in writing of any termination by the District and provide the reason for termination to TPG in writing. Upon the occurrence of a termination, TPG may terminate its agreement with the Educator.
- d. Termination of Educator by TPG. TPG may terminate Educator at any time upon notice to Educator and District for Educator's breach of any of Educator's obligations to TPG or District. TPG may also terminate the Agreement for any Educator receipt of an overall "Unsatisfactory" performance evaluation under the state teacher performance appraisal system instrument; failure to maintain proper J-1 status or whenever termination of visa sponsorship would be appropriate under applicable visa regulations; documented incompetence, misconduct; immoral behavior; insubordination; neglect of duty; falsification of employment records; dishonesty, criminal conviction; violation of any policies, rules, regulations or laws applicable to the District; failure of any drug test; incapacity; or acts which bring or could potentially bring the TPG Program into disrepute; or related issues.
- e. Resignation by Educator. The District acknowledges that any Educator may resign from the District upon the giving of thirty (30) calendar days prior written notice of such resignation to TPG and the District.
- f. District's Obligation to TPG in the event of Termination. Should District terminate any Educator, District expressly warrants and agrees to pay the full Administration Fee for each such Educator, subject to a reduction or refund of all or an applicable portion of the Administration Fee according to the TPG refund policy, attached hereto and incorporated herein by this referenced as Exhibit B, available to District upon request.
- g. TPG's Obligation to District in the event of Termination of Educator by District, Termination of Educator by TPG, or Resignation of Educator. In the event of Termination of Educator by District, Termination of Educator by TPG, or Resignation of Educator, TPG will, either:

- i. replace Educator upon explicit request of District and subject to availability of an TPG-approved, qualified replacement educator and US Department of State approval; or
 - ii. refund District with a portion of the Administration Fee it paid to TPG according to the refund policy set forth in Exhibit B.
6. SURVIVAL. Sections 4, 6, 7, 8, 9, 12, 14, 15, and of this Agreement will survive termination of this Agreement and the termination, resignation, or non-renewal of any Educator by the District or by TPG. In addition to the foregoing, those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Indemnification, Insurance, and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.
7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.
 - a. The District agrees that it will not at any time use or disclose to any individual, corporation, or other entity any confidential information concerning the business and affairs of TPG or participating Educators. District acknowledges and agrees that all Proprietary, Confidential Information is and will remain the sole property of TPG, except as required by law. For purposes of this Agreement, TPG shall designate in writing its Proprietary and Confidential Information in order to protect the same as a trade secret. For purposes of this Agreement, the phrase "designated in writing by TPG" set forth above shall mean the following: TPG agrees to add the following language (hereinafter referred to as the "Legend") on every page of only its Confidential Information protected as a Trade Secret provided to the District in hard copy: "This TPG document is a confidential trade secret information exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, pursuant to sections 812.081 and 815.045, Florida Statutes." Proprietary and Confidential Information shall not include information that:
 - i. is already known to the District on the effective date of this Agreement;
 - ii. is or becomes known to the general public other than as a direct or indirect result of any act or omission of the District;
 - iii. becomes, or has become, publicly known through no wrongful act of the District;
 - iv. is lawfully received by the District from a third party that the District has reasonably verified is free to disclose the information without restriction on disclosure; or
 - v. is independently developed by the District without use of TPG's Proprietary and Confidential Information.
 - b. Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor will this Agreement grant District any rights in or to the Confidential Information of TPG. TPG represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. TPG will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the

Agreement, including its use by the District. If TPG uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. TPG shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by TPG of any third-party patent, copyright or trademark or (ii) misappropriation by TPG of any third-party trade secret in connection with any of the foregoing.

- c. Notwithstanding the foregoing, the parties acknowledge that the District is an agency that is subject to Florida's Public Records Laws as codified in Chapter 119, Florida Statutes. TPG understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, TPG agrees to:
- i. Keep and maintain public records required by the District in order to perform the service.
 - ii. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if TPG does not transfer the records to the District.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of TPG or keep and maintain public records required by the District to perform the service. If TPG transfers all public records to the District upon completion of the Agreement, TPG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TPG keeps and maintains public records upon completion of the Agreement, TPG shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

TPG acknowledges that all documents and information submitted to the District, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents.

The District acknowledges, notwithstanding the above, that TPG must retain all records related to their exchange visitor program and exchange visitors (to include accompanying spouse and dependents, if any) for a minimum of three years following the completion of each exchange visitor program in accordance with C.F.R. §62.10(g).

8. NON-INDUCEMENT OF EDUCATORS. The District stipulates, covenants and agrees that during the Term of this Agreement and for two (2) years after the expiration or termination of this Agreement, the District, directly or indirectly, other than on behalf of TPG, without the prior, express and written consent of TPG, will not induce any educator that has or has had a contract with TPG to be employed by the District outside of the terms and conditions of this Agreement. The School District acknowledges this restriction is fair and reasonable given the purpose of TPG's role in the cultural exchange program and the scope and territory of TPG's business. In the event of a breach of the provisions of this section, the parties acknowledge that actual damages to TPG cannot be ascertained with any certainty and therefore the District shall pay to TPG damages in the amount 150% of the yearly TPG Administrative Fee for each Visiting Teacher indirectly or directly employed by the School District in breach of this provision. All current J-1 Visitors sponsored by TPG Cultural Exchange, LLC or its permitted subcontractor, Pontes Cultural Exchange LLC, may be transferred from the District if there is a breach of the non-inducement of educators clause. Parties agree that this is fair and reasonable as a means to protect the sanctity and intent of the J-1 Visa program. The parties understand and agree that the foregoing shall not be applicable to any position for which the District is engaged in its standard open hiring process for which an Educator submits an application and is otherwise qualified for employment without the requirement for a district sponsored H1-B Visa.
9. NON-INDUCEMENT OF EMPLOYEES. District stipulates, covenants and agrees that during the Term of this Agreement and for one year after the expiration or termination of this agreement, District, directly or indirectly, other than on behalf of TPG, without the prior, express and written consent of TPG, will not induce any employee of TPG to leave his or her employment with TPG.
10. ENTIRE AGREEMENT. This Agreement (including the schedules and addenda attached hereto) contains the entire agreement between TPG and District with respect to the subject matter hereof, and merges and supersedes all prior agreements, understandings, or negotiations whatsoever with respect to the subject matter hereof.
11. AMENDMENTS AND WAIVERS. No amendment of this Agreement or any waiver of any of its provisions will be effective unless expressly stated in a writing signed by both Parties. No delay or omission in the exercise of any right, power or remedy under or for this Agreement will impair such right, power or remedy or be construed as a waiver of any breach. Any written, signed waiver of a breach of this Agreement or any failure to claim a breach of this Agreement will not be treated as a waiver of any subsequent breach. The failure of either party to insist upon strict performance of any of the covenants or agreements contained herein, in any one or more instances, will not be construed to be a waiver or relinquishment of any such right or of any other covenants or agreements, but the same will be and remain in full force and effect.
12. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, with venue lying exclusively in and for the jurisdictional courts located in Hernando, Florida.
13. BINDING EFFECT. This Agreement for District's participation in the TPG program will become effective upon the complete execution and delivery of this Agreement by the parties as of Effective Date set forth above.
14. SEVERABILITY. Each provision of this Agreement will be considered severable, and if any provision of this Agreement will be held illegal, invalid, or otherwise unenforceable under controlling law, the remaining provisions of this Agreement will not be affected thereby but will continue in effect. Furthermore, to the extent any provision of this Agreement will be held illegal,

invalid or unenforceable under controlling law, such provisions will be modified to the extent necessary to make such provision legal, valid and enforceable under controlling law.

15. CAPTIONS. The captions and headings in this Agreement are for convenience only and in no way define, limit, extend or interpret the scope of this Agreement or of any particular paragraph hereof.
16. FORCE MAJEURE. Notwithstanding any other provision of this Agreement, TPG's performance hereunder, in whole or in part, will be excused if prevented by natural disaster, war, labor strike, act of God, change in applicable law, or any other cause beyond the reasonable control of TPG. District's performance hereunder, in whole or in part, will likewise be excused if prevented by natural disaster, wars, or act of God.
17. FEDERAL REQUIREMENTS. The District may utilize federal funds for its payment pursuant to the Agreement; accordingly if the District uses federal funds, then TPG agrees to execute and deliver to the District upon ten days prior written notice the following documents, all of which shall be incorporated into the Agreement by this reference as: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit.
18. REPRESENTATIONS BY TPG. TPG represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individual executing the Agreement on behalf of TPG is authorized to do so.
19. INSURANCE. The District certifies that it is self-insured pursuant to the provisions of §768.28(16), F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the District in the Agreement. District shall insure that TPG receives immediate notification of reduction in or cancellation of coverage. TPG agrees to maintain insurance coverage according to the types and levels of insurance set forth in Exhibit C attached hereto and incorporated herein by this reference.
20. FUNDING OUT. Each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify TPG at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
21. CONFIDENTIALITY OF STUDENT RECORDS. TPG understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. TPG further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. TPG shall regard all student information it receives, if any, as confidential and will not disclose the student information to any third party.
22. TERMINATION. The District reserves the right to terminate the Agreement at any time and for any reason upon giving thirty (30) days' notice to TPG. If said Agreement should be terminated for

convenience as provided herein, the District will be relieved of all obligations under said Agreement (it being understood, however, that the District will remain obligated to complete the then-school year). The District will be required to pay that amount of the Agreement actually performed to the date of termination according to the payment terms of this Agreement.

23. HOLD HARMLESS/INDEMNIFICATION. TPG agrees to indemnify, hold harmless and defend the District from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of TPG arising out of or in connection with the provisions of this Agreement.
24. NO THIRD PARTY BENEFICIARIES. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
25. SUBCONTRACTORS. If TPG is permitted to subcontract any of the work set forth in the Agreement, TPG shall ensure that each subcontractor complies with all provisions of the Agreement. TPG will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement. For purposes of this Agreement, TPG may engage Clear Horizons, LLC or Athena Cultural Exchange, LLC, as TPG's permitted subcontractor.
26. ASSIGNMENT. Neither the Agreement, nor any portion thereof, may be assigned by TPG in whole or in part without the prior written consent of the District.
27. NOTICES; AGENCY ADMINISTRATOR. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to TPG:

TPG Cultural Exchange Services, LLC
Attn: Raj Vanjani
4630 S Kirkman Road #207
Orlando, FL 32811
Phone: (516) 526-3647

If to District:

Hernando County Schools
Attn: Ray Pinder
919 N Broad Street
Brooksville FL 34601

With copy to:

The School Board of Hernando County, Florida
Attn: Board Chair

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties' respective representatives, which representatives shall be designated by the parties in writing promptly upon commencement of the Services. Once

so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by TPG as part of the services. For purposes of the District's representative for the day-to-day activities, the District's Administrator shall be:

Ray Pinder pinder_r@hcsb.k12.fl.us 352-797-7000 ext. 445

28. NON-DISCRIMINATION. TPG represents and warrants to the District that TPG does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with TPG's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. TPG further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.
29. JESSICA LUNSFORD ACT. All District and TPG employees, appointees, or agents who come into contact with students as part of the Agreement must submit a background check, in a manner prescribed by District (including compliance with sections 1012.315 and 1012.467, Florida Statutes). Any non-District personnel associated with the Agreement and who may come into contact with students as part of the Agreement will be screened at TPG's expense. TPG shall not permit persons to provide services to student under this Agreement if any such person does not meet the standards under Florida law and the District's hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this Agreement.
30. FACSIMILE AND COUNTERPART SIGNATURES. This Agreement may be executed in numerous counterparts, each of which so executed will be deemed an original and will constitute one and the same Agreement. Facsimiles will be considered by the parties to be originals.
31. EQUAL AUTHORITY. This Agreement was drafted by counsel for TPG and reviewed and revised by District, which had the opportunity to edit the Agreement. For these reasons, the drafting of the Agreement shall not be construed against any of the Parties as a result of such efforts. It is expressly represented and agreed that each of the undersigned has full authority to execute this Agreement on behalf of their respective Parties.

The parties have executed this Agreement as of the Effective date set forth above.

ATTEST:

By: Susan D. Dhal
as
Board Chair, HCSB 4/26/22

Approved as to Form
Nancy McClain Alfonso
General Counsel, HCSB

TPG CULTURAL EXCHANGE SERVICES, LLC

By: Raj Vanjani
Raj Vanjani
Managing Partner

EXHIBIT A - COST SUMMARY

Costs per Educator

Rev. 05 -01 - 2021

Educators

Salary: Educator Salary shall be per the District Salary Schedule and Hiring Practice for International Educators on a J-1 Visa and commensurate with the Salary of US Teachers with the Same Degree and Experience.

Initial & All Subsequent Term Educators Fees equal \$12,500 per Educator, per annum. TPG is responsible for providing J1-compliant health insurance to the Educators, included in this fee.

*Mid-Year Administrative Fees: Fees equal \$8,500 per Educator for the first academic year. All other years will be at the standard full-rate TPG Administrative Fee included herein.

*It is not TPG's standard operating procedure to make mid-year placements. TPG must receive approval of all mid-year placements from the Department of State in keeping with J-1 Exchange Visitor Program Regulations. If a placement is made in January or any subsequent month during the academic year, the Mid-Year Placement Administrative Fee will apply for that Educator. Administrative fees for placements before January in any School Year will be equal to the full "TPG Administrative Fees" listed above.

EXHIBIT B - Fee Refund Policy
TPG Cultural Exchange Services, LLC
Rev. 06-15-2019

Background and Overview

Per the School/District Agreement with TPG Cultural Exchange Services, LLC, the School/District has expressly warranted and agreed to pay the full Administration Fee for each such Educator, subject to a reduction or refund of an applicable portion of the Administration Fee according to this TPG refund policy.

If the School/District terminates an Educator, TPG terminates the Educator, or the Educator resigns, then TPG will, either, at the request of School, subject to availability of an TPG approved and qualified replacement educator, and subject to approval by the US Department of State, replace the Educator within the time-frame agreed upon by the School/District, or refund to School a pro-rated portion of the Administration Fee paid to TPG according to the refund policy. If the School elects to replace the Educator, then no refund will be granted. TPG's refund policy is outlined below. The School/District can choose whether it prefers to have a replacement educator versus a refund. (Please note that a replacement educator is subject to the Department of State's approval if the replacement educator will arrive after September of the school year).

Partial Refund (Pro-Rata) Policy for Early Termination or Resignation

In the event of premature termination or resignation of an TPG Educator, it is TPG's policy to refund Administrative Fees on a pro-rata basis, depending on the amount of time the Educator has served in the TPG program. The calculation will be made based on the Educator's physical (actual) arrival date in the US, and will end with the date of the Educator's termination or resignation. An "early" termination or resignation is defined as any event in which the Educator's participation in the TPG program has ended prior to the end of the then current School Year.

Pro rata schedule
(percent refunded based on number of days in US and in the TPG program)

1 to 60 days	75%
61 to 120 days	60%
121 to 180 days	40%
181 to 260 days	15%
261 days or more	0%

Contractual Exceptions to Refund Policy

The District acknowledges that TPG incurs substantial expenses in recruiting, selecting, and providing international Educators for the benefit of District and at the request of School; accordingly, should District terminate any Educator hereunder for budgetary or other non-performance related issues, District warrants and agrees to pay the full Administration Fee contained in the Cost Summary for each such Educator and that this Refund Policy shall not be applicable in such situations.

How to Request a Refund

A refund request can be made in writing to TPG Cultural Exchange Services, LLC, Attn: Raj Vanjani, 4630 S Kirkman Road #207, Orlando, FL 32811, or sent via email to raj@tpgculturalexchange.com by the School/District official authorized by School policy to make such requests.

Should the School have an unpaid balance at the time TPG processes the request, TPG will provide confirmation of the refund amount in writing and will apply a credit to any unpaid balance.

If no balance is due to TPG, then TPG will remit a check for the refund amount payable to the School/District no later than 60 days from the date the refund request was made.

EXHIBIT C
Insurance Requirements

A. **REQUIRED INSURANCE.** Without limiting any of the other obligations or liabilities of TPG (herein, the "Contractor"), the Contractor shall (and shall also require of any of its subcontractors), at their sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement.

1. **Commercial General Liability.** The Commercial General Liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

The Contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under the Agreement. Contractor shall maintain a policy covering Sexual Abuse and Molestation with a limit of no less than \$1,000,000 per occurrence or claim. The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct. The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

- a. The limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

- b. Except with respect to coverage for property damage liability, or as otherwise specifically authorized in the Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1,500 per occurrence. The Contractor shall pay on behalf of the District or the District's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the District or the District's member, official, officer or employee for which the District or the District's member, official, officer or employee is insured as an additional insured.

2. **Professional Liability.** The professional liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

- a. The professional liability insurance shall be on a form acceptable to the District and shall apply to those claims which arise out of Services performed by or on behalf of the Contractor pursuant to the Agreement which are first reported to the Contractor within four years after the expiration or termination of the Agreement.

- b. If the insurance maintained by the Contractor also applies to services other than Services under the Agreement, the limits of insurance maintained by the Contractor shall not be less than \$1,000,000 per claim/annual aggregate. If the insurance maintained by the Contractor applies

exclusively to the Services under the Agreement, the limits of insurance maintained by the Contractor shall not be less than \$1,000,000 per claim/annual aggregate.

c. Except as otherwise specifically authorized in the Agreement, the insurance may be subject to a deductible not to exceed \$15,000 per claim.

d. The Contractor shall maintain the professional liability insurance until the end of the term of the Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of the Agreement which are reported to the Contractor or the insurer within four years after the expiration or termination of the Agreement.

B. EVIDENCE OF INSURANCE. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement. The Contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the Contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of the District, identify the Agreement, and provide that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the Contractor shall furnish the District with:

a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the District and the District's members, officials, officers and employees as Additional Insured's in the Commercial General Liability coverage.

b. An original copy of the policy (or policies).

3. Until such time as the insurance is no longer required to be maintained by the Contractor as set forth in the Agreement, the Contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the Contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under the Agreement.

C. INSURERS QUALIFICATIONS/REQUIREMENTS:

1. Insurers providing the insurance required by the Agreement for the Contractor must either be:

a. Authorized by a subsisting certificate of authority issued by the State to transact insurance

in the State, or

b. An eligible surplus lines insurer under State Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by the Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure; the Contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the Contractor shall be in default of the Agreement.

D. Primary and Non-Contributory. The insurance provided by the Contractor pursuant to the Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the District or the District's member, official, officer or employee.

E. Additional Remedy. Compliance with the insurance requirements of the Agreement shall not limit the liability of the, Contractor or its Subcontractors or Sub-subcontractors, employees or agents to the District or others. Any remedy provided to the District or the District's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

F. District Approval: Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by the Agreement.