

PARTICIPATE LEARNING MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into this 20 day of August, 2024 between:

NAME	Warren County Schools, NC	AND	The Center for International Education, Inc.
ADDRESS	109 Cousing Lucy’s Lane Warrenton, NC 27589		dba Participate Learning (Participate Learning) PO Box 3566 Chapel Hill, NC 27515

Participate Learning provides international education programs and services to schools to increase student knowledge of other languages and cultures including global schools, dual language immersion schools and exchange visitor teacher programs. Designated by the U.S. Department of State as a sponsor of an exchange visitor (J-1 visa) program in the teacher category, we provide opportunities for schools to host teachers from around the world (Educators) to teach temporarily in the U.S. Educators may teach in the U.S. for a period of up to three years with the possibility of an additional two-year extension and upon the end of their participation must return abroad for at least two years to share the U.S. experience with school communities in their home countries.

The Public Schools of Warren County Schools Board of Education (“School District”) wishes to subscribe to one or more Participate Learning programs or services and/or host one or more Educators. Accordingly, the parties agree as follows:

- 1. PARTICIPATE LEARNING SCHOOL PROGRAMS AND SERVICES.** School District agrees to purchase, and Participate Learning will deliver, the programs or services that are described in an initial order form and any supplemental order forms executed by the parties, each of which will be attached to this Agreement and incorporated herein by reference (Order Form). School programs will be delivered on a school calendar year basis and will renew automatically for the next school calendar year unless written notice of cancellation is given by January 31, and unless otherwise stated in the Order Form or agreed in writing between the parties. Additional terms and conditions for Participate Learning Global School and Dual Language Immersion Programs are set forth below.
- 2. PARTICIPATE LEARNING EDUCATORS.** Participate Learning and the School District will, on an annual basis, mutually agree on the number of Participate Learning Educators to be sponsored to teach at the School District for the subsequent school year. Participate Learning will provide the School District a written or electronic confirmation of each new Educator who receives and accepts an offer to be placed in a teaching assignment at the School District and will on no less than an annual basis make available a roster identifying the individual Educators sponsored to teach at the School District for each school year. School District represents that it is a public school district that will assign any hosted Educators to teach in a public school authorized to operate by the appropriate governmental authority (or if Customer is an independent school that any Educators will be placed only in an accredited school and proof of accreditation will be provided to Participate Learning at the time of placement). Additional terms and conditions for hosting of Educators are set forth below. School Districts hosting an Educator who is not teaching in a Participate Learning Global School or Dual Language Immersion Program will be eligible for the Global Ambassadors Partnership program benefits at no additional cost.
- 3. FEES AND PAYMENT TERMS.** The annual fees for the specific Participate Learning programs or services selected will be set forth in the applicable Participate Learning Order Form(s). Payment for programs or services is due thirty (30) days from the date of invoice unless otherwise agreed in writing by the parties. Annual administration fees for each Educator hosted will be set forth in the Participate Learning Educator Fees price list. Unless otherwise agreed in writing, any Participate Learning fees or Participate Learning Educator compensation requirements may be subject to adjustment on an annual basis. Any increase in fees will be communicated in writing to the School District on or before January 15 of each year. If the School District does not consent to any such changes in fees or compensation requirements, the School District may, at its sole discretion, (a) elect not to offer exchange teaching positions to educator candidates whose future participation would otherwise become subject to increased fees or compensation; (b) elect to apply the administrative fee in effect prior to the change to any new Educators who were placed at the School District prior to the School District being notified of the fee increase and have not yet begun to teach; or (c) terminate or non-renew the further participation of individual Educators whose continued participated in the School District would be subject to the increased administrative fee.
- 4. TERM, RENEWAL AND TERMINATION.** This Agreement shall become effective as of the date it is signed by an authorized representative of both parties and shall remain in effect until **June 30, 2026**. Thereafter, the Agreement shall automatically renew each school year, unless: (a) the School District gives written notice to Participate Learning of its intent not to renew the Agreement by January 31, unless otherwise agreed between the parties, of the then-current school year; or (b) Participate Learning gives written notice to the School District of its intent not to renew the Agreement at any time prior to January 31.

This Agreement may be terminated at any time by mutual written agreement of the parties. Either party may terminate the Agreement in the event that the other party has materially breached its obligations and such breach is not cured within thirty (30) days of the

breaching party's receipt of written notice of such breach from the non-breaching party. Any such notice must expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure the claimed breach. In the event of any termination of this Agreement, the School District shall not be entitled to a refund of any amounts paid or due to Participate Learning for school programs or services delivered prior to the date of termination.

5. PROGRAM COMMITMENTS OF SCHOOL DISTRICT. School District agrees upon reasonable request to designate school principals or other employees to respond to Participate Learning questions or requests, provide site access and otherwise provide reasonable collaboration with Participate Learning to facilitate the success of Educators and the successful implementation of Participate Learning school programs or services.

6. PARTICIPATE LEARNING EDUCATORS. The parties agree that the following terms and conditions of this Section 6 will govern the participation of any Participate Learning Educators hosted by the School District:

- a. **Program Goals.** Participate Learning Educators offer a native-speaker component or increased international perspective to second language programs, international education programs and other classroom settings where students will benefit by authentic cultural learning experiences. As exchange visitor (J-1 visa) program participants, all Participate Learning Educators are required to teach at a host school on a full-time basis in a temporary capacity and to return home at the conclusion of participation in order to share increased knowledge of the U.S. and its culture and improve international relations. (Note: The standard maximum period of program participation for each teacher is three years unless extended for one or two additional years on a case-by-case basis by the U.S. State Department. Teachers may repeat participation only after spending two years abroad.)
- b. **Program Services.** For each Participate Learning Educator, Participate Learning will provide an international recruitment and selection process, including an online application and evaluation process, teaching assessment or interview, background checks, screening for visa eligibility requirements and reference checks; provide pre-arrival preparation, initial term international travel or other travel assistance from Educator's country of residence to teaching location, arrival orientation; serve as the visa sponsor and be responsible for administering the exchange visitor program of each Educator, including assistance with J-1 visa authorizing entry into the U.S. to participate in the program and administering each Educator's program through the Student and Exchange Visitor Information System (SEVIS) (Note: Educator's J-1 visa status and work authorization will be valid only while Educator remains an active program participant under Participate Learning sponsorship.); provide ongoing professional development and program support and benefits services; arrange or provide for health, repatriation and medical evacuation benefits; assist with securing state licensure; provide ongoing support for adjusting to living and working in a new community including but not limited to pre-arrival and arrival information on housing and local transportation, emergency assistance if required and an assigned local advisor for the initial term; and provide professional development opportunities and additional instructional support if required. From time to time, Participate Learning may invite a district to designate an appropriate representative to join an international recruiting and assessment trip, the reasonable costs of which are covered by this Agreement. Trip expenses for superintendents, officers or employees of the school district charged with preparing, awarding or administering district contracts are not included under this Agreement.
- c. **Acclimation Assistance to Educators.** School District agrees to assign to each Educator a mentor teacher to provide professional guidance, support, and assistance at the start and throughout each Educator's initial school year. Additionally, School District agrees to provide the following support services for each Educator: (a) monitoring initial adjustment and performance on an on-going informal basis and providing opportunities to share and discuss mutual observations and concerns with Educator; (b) providing opportunities for and encourage Educator to take advantage of professional development; (c) facilitating cultural exchange opportunities for Educator through School and School District-wide activities and events and community involvement; (d) communicating with Participate Learning in a timely manner about Educator's participation as an exchange teacher including sharing observations and concerns about initial adjustment, progress, and overall performance, and (e) assisting Educators, if necessary, with other reasonable support services. Prior to the commencement of each Educator's active teaching duties, School District agrees to provide Educator with a minimum of one (1) full day to arrange for local housing and transportation and a minimum of one (1) paid workday for classroom observation or non-instructional activity.
- d. **Educator Employment Status and Compensation.** As required by federal regulation 22 C.F.R. § 62.24(f)(5), School District agrees that each Educator is employed by School District under the direct supervision and guidance of his or her host school and district, and that each Educator's position, duties, responsibilities, hours of employment, and compensation are commensurate with those of similarly situated U.S. teachers employed by School District. School District further agrees to place each Educator on its payroll upon the commencement of the Educator's visiting teaching assignment and to pay each Educator's salary, supplement and all other compensation directly to Educator



- in a manner that is consistent and commensurate with similarly situated American teachers. Even though Educators teach in a temporary capacity as visiting exchange teachers, School District agrees to pay each Educator the equivalent of any local supplement that may be available to regular teachers at School District, the amount to be determined under School District's policies and practices along with any incentive bonus that is based on the academic performance of the students at the assigned school and payment for all extra duties performed that may be regularly assigned to teachers by School District 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. If 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, School District may reduce or otherwise adjust any Educator's salary according to its policy and subject to applicable legal requirements.
- e. **Pro-Rata Adjustments.** If an Educator's first day of the initial school year is after the first day of school for new teachers for any reason, School District may adjust the Educator's salary 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 School District; notwithstanding, the administration fees due to Participate Learning from School District will not be prorated.
 - f. **Participate Learning Relocation Payment.** As a condition of program participation, Participate Learning may offer each Educator an optional payment or advance at the beginning of the school year, to assist with relocation or similar expenses. The exact amount shall be determined by Participate Learning, but is estimated at approximately \$2,250. Participate Learning will invoice to School District the actual amount for each Educator who has received the payment. School District will pay Participate Learning the amounts invoiced upon receipt and will arrange to recoup the amount from each Educator through equal deductions in monthly installments from each Educator's paycheck such that the amount is recouped by the final paycheck for the school year. 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, School District agrees to collect any unpaid balance of the relocation amount through withholdings from such Educator's final paycheck, except where such withholding is prohibited by law. Educators authorize payroll deductions for repayment of the relocation advance by signing the Participate Learning Educator Agreement and additionally agree to execute any further authorization that may be requested by School District. An Educator who does not wish to be subject to such deductions may opt not to take the relocation payment or repay the advance amount to School District at the beginning of his or her participation at School District. Should there be insufficient funds to satisfy the outstanding balance of the relocation payment or other monies owed by Educator after such withholdings, School District will be eligible to receive a credit from Participate Learning.
 - g. **Participant Welfare and Duty to Report.** School District shall provide each Educator a safe work environment and shall prohibit any discrimination, harassment, retaliation or other unlawful conduct based on age, sex, race, color, religion, national origin, physical disability, mental disability or other protected category in compliance with all applicable laws and policies. Additionally, the parties hereby agree to immediately report to one another any circumstances that may interfere with an Educator's ability to successfully complete his or her exchange program at School District including without limitation any extended absence by Educator from active teaching (including death or serious illness) and any alleged incident of abuse, harassment, discrimination, retaliation, or other criminal or inappropriate conduct that relates to an Educator and may threaten the welfare of Educator or implicate Educator in such alleged conduct. Participate Learning is required to report such incidents to the U.S. Department of State, and School District will cooperate reasonably with Participate Learning to allow it to meet its reporting obligation for such incidents.
 - h. **FMLA Leave.** School District agrees that it is the "primary employer" of each Educator as defined by the Family and Medical Leave Act, as amended and any similar state or local law regarding family or medical leave ("FMLA"), and therefore School District shall be responsible for notifying each Educator of his or her rights and obligations, if any, under such laws including providing statutory leave if mandated by applicable law.
 - i. **Training Programs.** School District agrees that each Educator may be required to attend, at Participate Learning's option, workshops and programs sponsored by Participate Learning designed to help Educator more effectively and more rapidly adapt to US culture and schools. Such workshops and programs shall not require Educator to be absent from work more than one (1) day per school year (although such workshops and programs may be longer than one day) unless mutually agreed upon with School District. School District agrees to pay Educator his or her regular pay during any such required absence and not to charge such absence against personal, sick or other leave to which Educator is entitled from School District.
 - j. **Participate Learning and School District Policies.** Participate Learning and School District each agree to provide Educators an appropriate orientation and information regarding their respective policies and procedures. By signing a Participate Learning Educator Agreement, Educators agree to comply with all policies and procedures of both the School District and Participate Learning. In particular, Educators acknowledge that they may be required to submit to fingerprinting, medical examination or other screening requirements under the policies of School District.



- Educators further acknowledge that their visiting teaching assignment at School District is at all times subject to federal J-1 visa regulations and program requirements which restrict exchange teachers to a temporary exchange teaching assignment and make them ineligible for tenure even if they are teaching in or against a permanent teaching position and may be ended or terminated subject to the terms of each Educator's agreement with Participate Learning. School District agrees to notify Participate Learning of any other conflict between the policies of School District and Participate Learning and acknowledges that each Educator's continued participation at School District is at all times subject to visa regulations and program requirements.
- k. **Information Regarding Participants.** School District agrees that it shall, under its standard policies and practices, maintain the confidentiality of personnel files or similar information regarding Participate Learning applicants or Educators to the extent such information may be maintained as confidential under applicable laws. Participate Learning candidates agree by submitting an application, and Educators agree by signing a Participate Learning Educator Agreement, that Participate Learning is their nonrevocable agent pursuant to N.C. Gen. Stat. § 115C-321(a)(1), and candidates and Educators thereby consent to exchange of information about their candidacy and/or participation as an exchange teacher between Participate Learning and the host school and/or School District, including information that may constitute "personnel information" pursuant to N.C. Gen. Stat. § 115C-319, including but not limited to written observations, performance reviews or improvement plans, investigations of alleged misconduct, documents, disciplinary actions forms, and other information relating to qualifications, participation, progress, performance, or welfare as an exchange teacher at the School District.
 - l. **Insurance.** School District shall provide for coverage for exposures arising from the activities of Educators for workers compensation, errors and omissions, general liability insurance and similar risks to the same extent it provides coverage for its regular teachers, regardless of whether such coverage is provided pursuant to a commercial insurance policy, self-funded trust fund or other arrangement.
 - m. **Health Insurance and the Affordable Care Act.** School District agrees that it is the employer of each Educator and subject to any applicable Employer Shared Responsibility provisions of the federal Affordable Care Act. Educators are full-time employees of School District for purposes of determining Applicable Large Employer status and associated Employer Shared Responsibility requirements. However, federal regulations implementing the Affordable Care Act allow staffing firms to offer health insurance on behalf of an Applicable Large Employer. Furthermore, to maintain their visa status Participate Learning Educators must maintain health insurance with benefits regarding foreign travel that are typically unavailable in domestic health insurance plans offered by school districts. Participate Learning agrees to offer each Educator health insurance under a plan established by Participate Learning that meets federal requirements, consistent with 22 C.F.R. § 62.14. Participate Learning further agrees to provide to School District the information required to comply with Affordable Care Act reporting requirements for these teachers.
 - n. **Compliance with Laws and Taxes.** Although Participate Learning may provide general information about payroll taxes for exchange visitors and the taxation of exchange visitors, Participate Learning is not able to provide legal, accounting, tax or other similar counsel and advice. School District agrees that it is responsible for complying with payroll tax and other applicable legal requirements, that it will seek the assistance of professional counsel in respect of such matters when required and that it shall not rely on any such counsel or advice from any Participate Learning employee or other representative.
 - o. **Driving of School Vehicles.** School District shall not authorize or permit Educators to drive regular school buses, activity buses or any other school vehicle containing students.
 - p. **End of Participation of Participate Learning Educators.** An Educator's exchange teaching assignment at School District and participation with Participate Learning is subject to end or termination as set forth in this subsection.
 - i. **Completion of Program.** An Educator's exchange teaching assignment at School District and participation with Participate Learning will end automatically upon the completion of his or her official exchange visitor program end date as indicated by Participate Learning in the official program record. (Note: Participate Learning provides each Educator an official document (Form DS-2019) indicating his or her program end date which may be updated from time to time). Educators generally will be provided a program end date within 15 days of the anticipated last teacher workday following the completion of the 3rd school year. The program end date can be updated in the event of an earlier end or termination of participation. The program end date cannot be extended beyond three (3) years absent approval by the Department of State, which cannot be guaranteed.
 - ii. **Nonrenewal Prior to Completion of the Program.** An Educator's exchange teaching assignment at School District and participation with Participate Learning will end following the completion of any school year of participation unless Educator, School District and Participate Learning consent to Educator's continued participation for the following school year, if eligible, under the annual Participate Learning Renewal Process. During the school year, Participate Learning will contact each Educator to determine participation



- plans for the next school year and also contact School District to determine whether School District intends to recommend individual Educators for renewal, or for an extension of participation not to exceed two school years for any individual Educator who is in the third school year of participation. Participate Learning must receive a timely response and supporting documentation from both School District and each individual Educator to demonstrate extension eligibility and allow Participate Learning to submit requests to the U.S. Department of State in accordance with its deadlines for consideration.
- iii. Termination without Cause. School District may terminate an Educator's employment at the School District with or without Participate Learning approval, consistent with the provisions of Article 22 of Chapter 115C of the North Carolina General Statutes. Should School District take such action, it shall timely notify Participate Learning of any recommendations or final decisions with regard to termination. Participate Learning, in consultation with the School District, may end or terminate an Educator's participation with Participate Learning at any time without cause by giving Educator thirty (30) days' notice. If Educator's participation with Participate Learning is ended or terminated without cause, Participate Learning may elect to pay Educator at Educator's regular rate of compensation in lieu of all or any part of such thirty (30) day notice period. Participate Learning agrees to work with the school district to address issues arising out of such termination of Educator from the program, including by identifying candidates who may serve as a replacement for the terminated Educator.
 - iv. Termination for Cause. School District may terminate an Educator's exchange teaching assignment at School District at any time, with or without Participate Learning approval, consistent with the provisions of Article 22 of Chapter 115C of the North Carolina General Statutes. As employer, School District will determine any applicable due process procedures under law. School District agrees to inform Participate Learning of any circumstances potentially warranting termination, including but not limited to unsatisfactory performance, consistent with the terms of Paragraph 6(k). Additionally, Participate Learning, acting in its sole discretion as an Educator's program sponsor, may end or terminate an Educator's program participation and J-1 visa status at any time without prior notice, if it determines in good faith that it is required or authorized to do so under its program rules and regulations. Grounds for ending or terminating an Educator's program participation include: (a) any failure or inability of Educator to comply with Participate Learning's legitimate expectations for the standards of performance and conduct for exchange teachers participating in its program including without limitation the "for cause" termination grounds set forth above; (b) any failure or inability of Educator to continue program activities for any reason including an Educator's resignation, termination, death, disability, arrest, suspension, unauthorized absence or any other extended leave, absence or separation from teaching duties; (c) criminal conviction, arrest, disciplinary action or investigation involving serious misconduct, or any other circumstances which in the sole opinion of Participate Learning may tend to bring an Educator's program participation into controversy or disrepute or interfere with the ability to have a positive and successful exchange experience; (d) unauthorized employment, willful failure to maintain required insurance for an Educator or any J-2 dependent, failure to notify Participate Learning of an initial address or change in current address within ten (10) days or any other failure by an Educator to maintain lawful J-1 status; (e) a determination by Participate Learning, based upon the presentation of additional documentation or information, that an Educator does not meet program selection requirements; (f) a waiver of any two-year home residency requirement or an H-1b or other work visa is sought on behalf of Educator allowing him or her to stay in the U.S.; or (g) unsatisfactory performance as determined by School District and Participate Learning; or (h) any other violation of exchange program regulations, the Participate Learning Educator Agreement or Participate Learning program rules that, in the opinion of Participate Learning, warrants the end or termination of program participation.
 - v. Resignation. An Educator may resign from his or her exchange teaching assignment at School District and participation with Participate Learning by providing School District and Participate Learning with at least thirty (30) days written notice before the intended last workday. Participate Learning, in consultation with School District, may release an Educator from the obligation to provide thirty (30) days written notice of a resignation from program participation in the event of a severe, unanticipated emergency or other exceptional circumstance as reasonably determined by Participate Learning.
 - vi. Effect of End or Termination of Program Participation. An Educator's J-1 visa status and participation with Participate Learning will end automatically at the official program end date. Additionally, Participate Learning is required to end or terminate an Educator's J-1 visa status and program participation early if the Educator is no longer actively participating in the program. Upon the completion, end or termination of an Educator participation in the program, his or her J-1 visa status, visa sponsorship and any other program services or benefits from Participate Learning will be discontinued. Participate Learning will



notify U.S. government agencies through the SEVIS system of the end or termination of an Educator's J-1 visa status, and Educator will no longer be authorized to work or remain in the U.S. Educator will be obligated to leave the U.S. as soon as possible, and in no event more than thirty (30) days following the end of his or her J-1 visa status and return to the home country. Educator may be subject to adverse legal consequences, if Educator remains unlawfully in the U.S. As a temporary exchange teacher, Educators acknowledge that they have no expectation to continuing employment or licensure as an exchange teacher after participation with Participate Learning ends.

- vii. **Transfer Within School District.** Any transfer or modification by School District of an Educator's teaching assignment to a particular school, class, subject or level shall be in accordance with School District policies and practices and applicable licensure requirements, and School District shall without delay notify Participate Learning of any change in an Educator's school, subject or level to allow Participate Learning to update the official exchange program record.
- viii. **Administrative Fee and Refund Policy.** If an Educator's participation at School District ends prior to the end of the school year, then School District shall 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 then current Participate Learning refund policy available upon request, or as otherwise agreed by the parties. Participate Learning shall provide School District with notice of any changes to its Refund Policy at least sixty (60) days before they become effective. If School District disagrees with the changes to the Refund Policy, it may terminate this Agreement by providing written notice of termination within that sixty (60) day period, in which case School District shall be entitled to any refunds in accordance with the then-current Refund Policy. Furthermore, School District acknowledges that Participate Learning incurs substantial expenses in recruiting, selecting, and providing international Educators for the benefit and at the request of School District. Accordingly, School District shall pay the full administrative fee and shall not be eligible for any refund if School District terminates an Educator's exchange teaching assignment for budgetary or other non-performance related reasons. Additionally, Participate Learning reserves the right to decline to provide any refund and to collect its full administrative fee for any Educator upon a good faith determination by Participate Learning that School District failed to comply with the terms of this Agreement.
- q. **Cross-cultural Activity.** The School District acknowledges that, as required by federal regulation 22 C.F.R. § 62.24(h), each Educator during each academic year will complete at least one cross-cultural activity from both of the following categories: (i) an activity for the Educator's classroom, host school, School District, or community designed to give an overview of the history, traditions, heritage, culture, economy, educational system, and/or other attributes of his or her home country; and (ii) an activity that involves U.S. student dialogue with schools or students in another country, preferably in the Educator's home country school, through virtual exchange or other means. School District further agrees to assist with reasonable requests by Participate Learning in collecting information to comply with federal reporting requirements on such cross-cultural activities.

7. DUAL LANGUAGE PROGRAMS. Participate Learning's Dual Language Program is an intensive language immersion model that is designed to allow students to gain proficiency in a second language while excelling in their core studies. The program requires a strong collaboration between Participate Learning and the School District to ensure the greatest likelihood of success for students. The parties agree that the following terms and conditions in this Section will govern any Dual Language Programs at the School District:

- a. Participate Learning Commitments.** Participate Learning will provide the following services or program components for each dual language program:
 - i.** Facilitate program implementation and annual planning including an initial site visit and consultation, community on-boarding and outreach, a staff and parent meeting, a student recruitment and registration event, parent information session and recruitment collateral.
 - ii.** Use reasonable efforts consistent with its past practices and existing capabilities to recruit and select a highly qualified Participate Learning Educator who is a native-speaker or equivalent for the target language to be available to be assigned to teach in each dual language classroom on an annual basis and to fill early departures when not caused by the fault of the School District. (Note: Participate Learning will use reasonable efforts to provide dual language programs a reasonable opportunity review and select Participate Learning candidates who are qualified to teach in dual language programs prior to presenting these candidates to non-dual language programs. Due to Department of State regulations, new Educators generally must arrive at the beginning of the academic year. Mid-year arrivals require Department of State approval on a case-by-case basis, are available only on a very limited basis for January arrival and cannot be guaranteed.)



- iii. Provide Participate Learning Educators and host principals access to online professional learning community for sharing lesson plans and resources and collaborating on best practices.
 - iv. Consult with and advise participating school administrators on staffing, curriculum, assessments, class scheduling, working with parents, and other areas important to the success of the program.
 - v. Provide consultation services on selecting appropriate instructional materials and other curricular materials and resources including access to the dual language pacing guide and other proprietary program materials (which may not be shared with third parties).
 - vi. Provide for each Participate Learning Educator an initial in-person training on immersion and literacy instruction, a professional development conference on best practices and periodic site-visits to provide targeted feedback and consultation.
 - vii. Provide on-going consultation services for school administrators to address staffing, curriculum, assessments, class scheduling, working with parents, selection of materials and resources and other key factors for success.
- b. School District Commitments.** The School District will meet the following commitments to allow each Dual language program to remain aligned with Participate Learning’s dual language model:
- i. Host Participate Learning Educators to fill all dual language teaching positions absent a written agreement between the parties to the contrary and not fill positions with Educators sponsored by third-party organizations. (Note: The parties recognize that Participate Learning Educators who qualify for dual language positions benefit from Participate Learning’s proprietary selection, support and training processes as well as access to Participate Learning’s proprietary resources and recent teaching experience in a country in which the target language is spoken. Participate Learning cannot provide access to proprietary dual language resources to third-party sponsors or organizations).
 - ii. Provide offers to new Participate Learning Educators for dual language positions by June 1 unless otherwise agreed in writing between the parties.
 - iii. Provide Participate Learning staff reasonable and timely access to Dual language classrooms to allow Participate Learning to provide consultation and support, classroom visits and observations, coaching sessions, materials inventory and other program monitoring or support services in a manner consistent with School District policies.
 - iv. Maintain a minimum of 90 minutes of literacy instruction with literacy block structured according to Dual language literacy rotation model for each Dual language class.
 - v. Maintain language allocation in accordance with agreed upon program design. A minimum of 50% target language instruction is required for 50/50 classes and strict separation of languages must be maintained in the schedule (i.e. target language teachers will not teach English. In full immersion settings, the School District will staff English Language Arts instruction with a committed position unless otherwise agreed in writing by the parties.)
 - vi. Require that all Dual language program teachers (including any target language or English language teachers), teaching assistants and teaching residents complete any training provided by Participate Learning as part of the Dual language program
 - vii. Recruit students with the goal of filling the maximum class size in kindergarten and first grade and maintain a waiting list to anticipate the possibility of attrition and maintain a health class size for later grades
 - viii. Coordinate with Participate Learning to provide it access to such aggregate, deidentified student performance data such as benchmarking assessments, reading assessments, educator data and end of grade results to allow for program monitoring and evaluation for academic achievement, student growth and language proficiency. The School District will provide a separate written agreement to address any confidentiality requirements when required by law. Participate Learning shall not have access to any student data that is not public record absent such an agreement.
 - ix. Provide classroom materials and resources aligned with Participate Learning recommendations to be available by the beginning of classes.
- c. Other Terms.** Participate Learning and School District further agree that:
- i. All Educators and agents or employees of Participate Learning who provide services under this Agreement will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
 - ii. Before any agents or employees of Participate Learning begin providing any services on School District premises and annually thereafter, Participate Learning shall perform a check of each such individual on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator

Registration Program, and the National Sex Offender Registry (collectively, “the Registries”) and will provide written certification to School District that any of employees who will be providing services on School District property are not listed in any of the Registries. It is noted that all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. Participate Learning acknowledges that any person who is listed on one of the Registries who enters the premises of any school commits a Class H felony under G.S. 14-208.18.

- iii. Before any agents or employees of Participate Learning begin providing services on School District premises, Participate Learning shall conduct criminal background checks on each such individual. Participate Learning shall provide School District with documentation that criminal background checks were conducted on each such employee prior to the commencement of services under this Agreement. Participate Learning shall not assign any employee or agent to provide services on School District premises if (1) said worker has been convicted of a felony; (2) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, drugs, or theft; or (3) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel or to the security of School District property. School District reserves the right to prohibit any individual employee of Participate Learning from providing services on School District property or at School District events if School District determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others or is for any reason disruptive to school operations.
- iv. While on school premises or at any school-sponsored event, Educators and agents or employees of Participate Learning will comply with all applicable state and federal laws and regulations, as well as all applicable policies and regulations of the School District. Such personnel will conduct themselves responsibly, professionally, and with due regard to the impressionability of minors. Under no circumstances will any tobacco, alcohol, or illegal drugs be possessed, used, sold, or distributed on school premises or at a school-sponsored event.
- v. The parties recognize and agree that access to any School District premises on the part of Participate Learning (including Educators and agents or employees of Participate Learning) or any other person or entity shall be subject at all times to the approval of the Board of Education, Superintendent, and school Principal at their sole discretion.
- vi. Nothing in this Agreement shall be construed to restrict the School District’s final authority over all matters relating to curriculum and instruction and/or placement and classification of students in the School District or to modify or alter any laws or regulation governing curriculum and instruction and/or placement or classification of students. Nothing in this Agreement shall be construed as a delegation of the School District’s statutory or constitutional obligations or authority regarding public education.

8. GLOBAL PROGRAMS. Participate Learning’s Global Program is a collaborative whole-school model in which K-12 schools use our global framework, professional development, and support services to improve teaching and learning in 6 key areas: An intentionally global school culture, collaborative leadership, experiential professional learning, student-centered instruction, globally integrated curriculum and connections to larger learning communities.

a. Participate Learning Commitments

- i. Provide Participate Learning Educators and host principals access to online professional learning community for sharing lesson plans and resources and collaborating on best practices.
- ii. Consult with and advise participating school administrators on staffing, curriculum, assessments, class scheduling, working with parents, and other areas important to the success of the program.
- iii. Provide consultation services on selecting appropriate instructional materials and other curricular materials and resources including access to proprietary program materials (which may not be shared with third parties).
- iv. Provide for each Participate Learning Educator, an initial in-person training on globally-integrated instruction, a professional development conference on best practices and periodic site-visits to provide targeted feedback and consultation.

b. School district commitments

- i. Provide Participate Learning staff reasonable and timely access to classrooms to allow Participate Learning to provide consultation and support, classroom visits and observations, coaching sessions, materials inventory and other program monitoring or support services in a manner consistent with School District policy.

- ii. Coordinate with Participate Learning to provide it access to aggregate, deidentified student performance data such as benchmarking assessments, reading assessments, educator data and end of grade results to allow for program monitoring and evaluation for academic achievement, student growth and language proficiency. The School District will provide a separate written agreement to address any confidentiality requirements when required by law. Participate Learning shall not have access to any student data absent such an agreement.
- iii. Coordinate with Participate Learning to enable reasonable and appropriate surveys or metrics for monitoring success including encouraging at least a 70% responses rate on beginning and end of year Global Readiness Needs Assessment and providing an annual roster of educator (name, email, position).

9. PARTICIPATE LEARNING ONLINE SERVICES. Participate Learning programs and services may include, as a component, access to online services (Online Services) for Educators, other teachers, administrators or other designated users if specified in an Order Form or other program documentation (Users). Online Services may be offered through the continuous learning platform found at www.participate.com or such other website or online service as may be arranged by Participate Learning from time to time. The parties agree that the following terms and conditions in this Section will govern the use of any online services offered as part of a Participate Learning program to the School District:

- a. **Access to the Online Services.** During the term of this Agreement, School District and its designated users may access and use Online Services as described in an outstanding Order Form. Each Order Form providing access to Online Services will describe the content, functions or features of the System to be made available, the users to be provided access, the website or other method of access and the dates of access. Unless otherwise stated in an Order Form, access shall be on an annual subscription basis beginning on July 1 and ending on June 30 for the academic year of the applicable program, service or Educator. Access to Online Services is at all times subject to the applicable terms of service and privacy policy for any website(s) or similar services. Users may be required to agree to such terms and policies as may be revised from time to time in order to access services.
- b. **School District Responsibilities with respect to Online Services.** Except as expressly permitted under this agreement, School District, (including any of its employees or other users) shall not itself or permit any other party to: (1) use or access the Online Services in a manner that is contrary to applicable law or in violation of any third party rights to privacy, copyright, or other intellectual property right; (2) access Online Services for the purpose of developing, marketing, selling, or distributing any product or service that competes with or includes features substantially similar to such Online Services; (3) sell, loan, rent or lease access to such Online Services or (4) access or use Online Services in violation of any U.S. law or regulation, export any software provided by or through Participate Learning or otherwise remove it from the U.S. except in compliance with all applicable U.S. laws and regulations; or permit any third party to access or use Online Services in, or export such software to, a country subject to a U.S. embargo (as of the date of this Agreement Cuba, Iran, North Korea, Sudan and Syria. School District shall limit access to Online Services to its employees who are certified educators designated as users under an outstanding Order Form such as the teachers or administrators for a school location for which a school program has been purchased. Any system access that provides School District administrative features such as reporting on the professional development activities of educators shall be limited to suitable administrators. Although School District may not share passwords or otherwise share access with employees or any third party for whom access has not been purchased, School District may contact Participate Learning from time to time to request updates to unique user identifications and passwords due to employee departures or similar circumstances for any persons for whom a subscription has not been purchased. School District will notify Participate Learning immediately in writing if it as reason to believe that any unauthorized persons have obtained access to Online Services.
- c. **Technical Requirements.** Online Services may be made available through websites accessible via commonly available web browsers, mobile applications or similar technologies. School District and its users will be solely responsible for obtaining and maintaining internet access and an appropriate operating environment with the necessary personal computers, hardware, operating system software, mobile devices and other items required to access Online Services. Participate Learning will not be responsible for any incompatibility between its products and any versions of operating systems, hardware, browsers or other products not specifically approved by Participate Learning or its online services provider. Current information on compatible platforms and browsers will be made available through the applicable website or by Participate Learning upon reasonable request. Participate Learning agrees to arrange for the School District to receive reasonable access to online and telephone technical support during Participate Learning's normal business hours.

10. OWNERSHIP RIGHTS TO TRADEMARKS AND OTHER INTELLECTUAL PROPERTY. Participate Learning programs and services contain and utilize proprietary information and intellectual property rights of Participate Learning or its affiliates or third parties, and

the School District Agrees that nothing in this Agreement gives it any right, title or interest to any intellectual property owned or licensed by Participate Learning, other than the limited right to access and use such services subject to the terms and conditions of this Agreement. Participate Learning retains ownership of all of its copyrights; trademarks, service marks or logos (including but not limited to the Participate Learning name and logo); software, patents, trade secrets, databases and websites. To the extent that School District may have any input into the creation of any Participate Learning content, the School District hereby grants, assigns and transfers to Participate Learning all of School District's right, title, and interest in and to such content, including copyright and present and future patent rights, throughout the world, and any such Content shall not be considered to be jointly authored. All rights not expressly granted to School District herein are reserved to Participate Learning. Participate Learning shall be free to use for any purpose, without restriction, any ideas, concepts, know-how, and techniques that are used or acquired in the course of services or the delivery of products, so long as Participate Learning does not disclose or use any School District-specific data or confidential information without School District's express, written consent.

11. **CULTURAL EXCHANGE AND PROGRAM FIDELITY.** The Exchange Visitor Program's teacher category enables teachers from other countries to understand better U.S. culture, society and teaching practices while enhancing U.S. student's knowledge of foreign cultures, customs and teaching approaches. Participate Learning's programs seek to further the objectives of the Exchange Visitor Program by providing an environment that supports the success of exchange visitor teachers and their students in the U.S. School district agrees to maintain fidelity to the program models agreed by the parties to further the success of the Educators and their students. Moreover, School District acknowledges and agrees that an Educator holding a J-1 visa under Participate Learning sponsorship is limited to a temporary, visiting exchange teaching assignment for a period not to exceed three (3) years as described in this Agreement unless extended on a case-by-case basis by the U.S. State Department. Educators are expected to remain under the sponsorship of Participate Learning during the entire time of their participation at School District and to return abroad upon completion of their participation with Participate Learning in order to share their newly acquired knowledge of the U.S. School District, as a school district hosting exchange visitor teachers, acknowledges that all Participate Learning Educators must return abroad for at least one year (or two years if subject to the two-year home country physical presence requirement) and agrees not to sponsor Participate Learning Educators (whether hosted by it or by other school districts) for continued employment in the U.S., or to assist such educators in obtaining a waiver of the two-year physical presence requirement or to be employed at the School District, unless such educators returned abroad to share the U.S. experience abroad for at least one year. Participate Learning reserves the right to transfer or discontinue particular program(s) or Educator(s), to terminate this Agreement and its collaboration with School District, or to pursue any other available remedies if School District knowingly fails to abide by this Section.

12. **CONFIDENTIALITY.** Participate Learning may share with School District or provide School District access to Participate Learning information that is confidential or designated as a trade secret including but not limited to passwords or security information to access Online Services or electronic databases, personnel records and personal identifying information for candidates and Educators or proprietary information relating to Participate Learning's selection process and international education programs and services. Such information and materials are made available to School District only for its internal use and are to be accessed only by employees who reasonably require access for the performance of their job duties. School District agrees to take all reasonable steps to maintain the confidentiality of such records, material or information and to prevent any unauthorized display, distribution or transfer. Participate Learning acknowledges that the School District is a public governmental entity subject to public records law and that a required disclosure of public records made by the School District under such laws shall not constitute a breach of this section.

13. **NO WARRANTY.** Except as expressly provided herein, nothing in this Agreement is intended to constitute or create any representation or warranty by Participate Learning to the School District, its employees or users or any third party with respect to any online service or any other program, service, content or subscription offered under this Agreement. Participate Learning does not make and expressly disclaims, any express or implied warranties of any kind whatsoever including without limitation the implied warranties of merchantability or fitness for a particular purpose, warranties of title or noninfringement, and any warranties arising by use of trade, course of dealing or performance.

14. **BACKGROUND CHECKS.** Participate Learning regularly performs background checks on its staff employees as part of its standard employment practices and will upon reasonable request provide the School District with any certifications or additional information that may be required by state law or local policies.

15. **RECORDS AND CONFIDENTIALITY OF STUDENT DATA.** The School District will inform any Participate Learning Educators being hosted by it of its policies for maintaining the confidentiality of student data. The School District will instruct participating Educators that student photographs or other individually identifiable student data may not be shared through online services offered by or through Participate Learning unless an adequate written consent has been obtained or such sharing is otherwise authorized by the Federal Educational Records Privacy Act (FERPA) and School District policies. The School District will maintain any such written consents or other records for the minimum retention period set forth in its policies. The parties do not anticipate that any individually

identifiable student records would otherwise be shared with Participate Learning staff in the regular course of performing services under this Agreement. In the event it becomes necessary to provide Participate Learning staff access to any additional records to perform services under this Agreement, including for the specific purposes identified above, the parties will enter into a separate written agreement to address any confidentiality requirements of FERPA or the School District's policies.

16. FORCE MAJEURE. Participate Learning's performance under this Agreement, in whole or in part shall be excused if prevented by natural disaster, war, labor strike, act of god, terrorism, political instability, unsafe travel conditions, unavailability of qualified international Educators, change in applicable law, regulation or governmental policy, or any other cause beyond its reasonable control. The School District's performance hereunder, in whole or in part, shall likewise be excused if prevented by natural disaster, wars, act of god, or any other cause beyond its reasonable control.

17. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina in the United States with exclusive venue lying in the appropriate Federal or State Court for the county in which the school district is located.

18. TAXES. School District shall pay all applicable sales, use or other taxes or duties, however designated, which are imposed on any programs, services, products or materials provided by Participate Learning pursuant to the Agreement. If School District claims tax-exempt status, School District will provide Participate Learning with evidence of such tax exemption upon request.

19. ANTI-CORRUPTION. Neither party or its individual employees has received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from an employee or agent of the other party in connection with this Agreement (excepting inexpensive advertising items or meals at banquets if permitted by state law and local policy).

20. SEVERABILITY. Each provision of this Agreement is severable. If any provision of this Agreement is held illegal, invalid, or otherwise unenforceable under controlling law, such provision shall be modified to the extent necessary to make it enforceable under controlling law and the remaining provisions of this Agreement will continue in effect without modification.

21. INDEPENDENT CONTRACTORS. The parties are independent contractors entering into a nonexclusive agreement with each other. Neither party is, nor will claim to be a legal representative of the other, nor assume or create obligations for the other. Unless otherwise agreed in writing, each party will bear its own costs and expenses in connection with this Agreement. As independent contractors, the parties may contract with subcontractors to perform this Agreement.

22. THIRD PARTIES. Nothing in this Agreement shall be construed to create any rights or entitlements on the part of third parties.

23. ENTIRE AGREEMENT. This Agreement, including any order forms, statement(s) of work; or other exhibits or addenda incorporated herein by reference, is the entire agreement between the parties with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements. No amendment shall be valid or binding unless it is in writing and executed by authorized representatives of both parties.

24. COUNTERPARTS. This Agreement, including any Order forms or other addendums or attachments, may be executed in counterparts, including by facsimile, email or other electronic means of transmission, each of which shall be deemed an original for all purposes but all of which shall constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart.

The parties have executed this Agreement through their duly authorized representatives as of the date first written above.

PUBLIC SCHOOLS OF Warren County Schools, NC

PARTICIPATE LEARNING

Printed Name

David Young, CEO

Printed Name

Signature

Signature

Date

Date

Pre-Audit Certificate (Required Only for N.C. Public School Districts): This Agreement has been pre-audited in accordance with the N.C. School Budget and Fiscal Control Act.