

This **HOST SCHOOL AGREEMENT** (hereinafter, the “**Agreement**”) is entered this 05 day of **March** 2024, by and between **GeoVisions, a Delaware Corporation (“GeoVisions”), Alliance Strategies Ltd. of Dublin, Ireland (“OpCo”), (together referred to in this Agreement as “GeoVisions”), and Alameda Unified School District**

(School/District Name)

whose address is Alameda USD  
2060 Challenger Dr.  
Alameda, CA 94501

(hereinafter, the “**Host School**”).

WHEREAS OpCo is the international principal and operating company in relation to GeoVisions’ business, and GeoVisions and OpCo, along with other Alliance Strategies affiliates, work together to provide certain services and support to such global business, customers, and international affiliates and subsidiaries.

WHEREAS, the Host School acknowledges, understands, and agrees that OpCo shall perform certain services and operations in furtherance of this Agreement.

WHEREAS, Host School wishes to engage a number of J-1 Exchange Visitors (“Participants”), as that term is defined by the United States Department of State (“USDOS”) without displacing domestic United States (“U.S.”) workers;

WHEREAS, GeoVisions is a USDOS Designated Sponsor assisting with securing positions in the U.S. for Participants;

And WHEREAS, Host School wishes to engage GeoVisions to recruit and provide Participants to satisfy Host School’s need;

NOW THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties, intending to be legally bound, agree as follows:

### I. General Terms and Conditions

- The “Effective Date” of this Agreement shall be the date on which it is signed by Host School.
- The term of this Agreement shall expire on June 30 of the year following the Effective Date.

### II. Position Request

- At any time during the term of the Agreement, Host School may submit a Position Request to GeoVisions for the upcoming Academic Year (as defined by Host School). Such Position Requests must include, but are not limited to: position titles, descriptions, types (Teacher, Intern, and/or Trainee), requirements (including any certifications), proposed start dates, number of positions, location of each position, and compensation for each position.
- Cancellation or Amendment:** Host School may cancel or amend a Position Request up to 90 days prior to the earliest requested start date within that Position Request. If Host School cancels or amends a Position Request on or after that date, Host School understands that GeoVisions’ ability to fulfill such positions may be limited and may impact future agreements between GeoVisions and Host School. If Host School cancels or amends any Position Request to decrease the number of Participants after participants arrive in country, Host School will be responsible for any transportation and housing costs associated with the transfer of Participant(s) to their new placement/host school, and/or return transfer to their departure city.

### III. Host School’s Obligations, Warranties, Agreements and Representations

- Host School agrees to abide by all USDOS regulations governing the programs;
- GeoVisions is the legal sponsor of this program and of the Participants, not the Host School.

- Host School shall provide GeoVisions with the following:
  - Host School’s Federal Employer Identification Number (EIN);
  - A copy of Host School’s current state accreditation;
  - Proof of a valid Worker’s Compensation Policy or proof of a state exemption from requirement of such coverage;
  - The total number of J-1 Exchange Visitors per program currently hosted by Host School;
  - A brief summary, in a form acceptable to GeoVisions, of cultural activities that were offered to Participants to fulfill the requirements under section H below;
  - If Host School provides housing and/or transportation to and/or from the site of activity, Host School shall provide GeoVisions with details of all such arrangements, including: the cost to Participants; whether such arrangements deduct costs from Participants’ wages; and the market value in accordance with the Fair Labor Standards Act if considered part of the compensation packages. If Host School does not provide housing, Host School will provide appropriate housing leads to GeoVisions so that Participants can secure on their own prior to arrival;
  - If Participants are participating in the Intern or Trainee Programs, Host School must provide Training/Internship Placement Plans (T/IPP) with a minimum of 3 phases, not including the orientation phase. Each phase should be signed by the phase supervisor;
  - The Host School is obligated to respond to GeoVisions communication within 48 hours or within time requested regarding matters affecting the health, safety, and/or welfare of Participants placed at the Host School.
- Host School will promptly notify GeoVisions of the following events:
  - Arrival of Participants at the site of activity to begin their programs and/or Participants who have not arrived;
  - Any changes or deviations in the positions such as, but not limited to, training plans, rate of pay, cost of host school-provided housing, supervisors and points of contact, or location during the Participants’ programs;
  - Failure by Participants to meet the requirements of their position placements or otherwise fails to comply with the program rules or agreed-upon training;
  - A Participant leaves his/her position ahead of the Program End Date as listed on Participant’s Certificate of Eligibility for Exchange Visitor (J-1) Status Form DS-2019 (“DS-2019”);
  - The Host School ends a Participant’s employment, in which case Host School will provide GeoVisions with documentation detailing the circumstances thereof;
  - An emergency involving any Participant, any situation that impacts the welfare of any Participant, or any situation that may bring notoriety, disrepute, and/or media coverage on the J-1 Exchange Visitor programs, as required by USDOS.
- Obligations to Participants:**
  - Host School shall provide Participants with a standard schedule that includes a minimum of 32 hours of paid employment per week.
  - Host School shall pay Participants eligible for overtime in accordance with applicable state or Federal law. If Host School is not required by law to pay overtime, Host School will note this in Position Requests.
- Enrollment:** GeoVisions will use its best efforts to enroll the number and profile of Participants for the time period indicated in Position Requests. However, Host School acknowledges that hiring is an imperfect science, and GeoVisions can make no guarantees, express or implied, that GeoVisions will be able to fill any position with a Participant, or that GeoVisions will be able to match Participants for the dates requested.
- Arrival and Period of Employment:**
  - Host School will require Participants to confirm their arrival and U.S. address (including room or apartment number, if applicable) with GeoVisions to ensure their program is activated in SEVIS within 10 days of arrival.

- GeoVisions retains the right, in its sole discretion, to amend program start dates for Participants up to 10 days from start date provided to GeoVisions by Host School in order to account for unforeseen circumstances (e.g. visa appointments, flight delays, etc.).
- Host School understands that Participants are only authorized to work during the dates specified on their DS-2019. Participant employment must adhere to these dates.
- Social Security:** Host School will use best efforts to assist Participants in securing their Social Security cards. Host School understands that Participants will not be able to obtain a Social Security card until 10 days after completing their check-in to SEVIS. Host School will not delay payment for time worked for Participants who have applied for their Social Security card but have not received their number.
- Insurance:** GeoVisions will provide Intern and Trainee Participants with basic medical coverage for the entire duration of their program. GeoVisions will provide Teach Participants with basic medical coverage for the first 90 days of their program. Coverage will meet or exceed requirements promulgated by DoS for the applicable program. Host School acknowledges that the exact terms of the coverage are subject to change without notice.
- Cultural Exchange:** In support of the primary purpose of the J-1 Exchange Visitor programs, the USDOS requires that Participants engage in cultural exchange activities during the course their program. Host School will support this objective by providing opportunities that involve Participants in local activities or events promoting cultural exchange. Examples include, but are not limited to: community events (parades, festivals, etc.), picnics, sporting events, camping trips, holiday celebrations (visiting culture or US culture), and Participant presentations about their home country and culture.
  - Furthermore, Host School will support Teach Participants to complete their two USDOS-required annual cultural program components:
    - an activity for the teacher’s classroom, larger host school or host school district population, or the community at large that gives an overview of a cultural aspect of the teacher’s home country.
    - an activity that involves U.S. student dialogue with schools or students in another country, preferably the teacher’s home country.
- Support during the Program:** Host School acknowledges that GeoVisions will provide support as required by USDOS for Host School and Participants before, during, and after the program, and that GeoVisions will be reachable at all times via an emergency number: 1-866-622-7623.
- Payroll and Taxes:** Host School understands that all Participants are exempt from Social Security taxes (FICA) and Medicare taxes. They must pay federal, state, and local taxes (as appropriate). Host School acknowledges that last paychecks and W2 forms should be sent to the Participants in their home country. Host School agrees to reimburse GeoVisions for any official Participant materials mailed to GeoVisions which GeoVisions then mails to Participants.
- Refusal to Hire:** Host School retains the right and ability to refuse to offer a position to a Participant for any reason.
- Host School warrants and represents that it:
  - Has not had any layoffs in the past 120 days or currently have workers on strike;
  - Provides opportunities for regular communication and interaction with U.S. citizens and allows Participants to experience U.S. culture;
  - Will complete mandatory regulation trainings as instructed by GeoVisions, and submit their acknowledgement form (main contacts and supervisors of the Participants);
  - Have completed criminal background checks for each supervisor of the Participants and make those available to GeoVisions when required;
  - Will not place Participants on overnight shifts or at positions or sites of activity that differ from that listed on their DS-2019 forms unless approved by GeoVisions;
  - Will not change site of activity without GeoVisions approval;

7. Understands that the purpose and intent of all J-1 Exchange Visitor programs is for Participants to return to their home country at the conclusion of their program and share their experiences, increased knowledge of American business practices, and enhance skills. Host School will not encourage, promote, support, or pursue a change of status to another visa type for Participants while on the J-1 Exchange Visitor program and will remind all Participants of their obligation to return home following the end of their program;
  8. Understands that on Trainee programs, Bona fide training is permitted; merely gaining additional work experience is not. For Intern programs, a period of work-based learning in the intern's academic field is permitted and requires a substantial academic framework in the participant's field;
  9. Gives permission to GeoVisions to use any photograph/video taken at any event sponsored by GeoVisions, unless otherwise stated in writing. GeoVisions may use the photograph/video in publications or any other media material produced;
  10. Shall comply with all federal, state, and local laws when carrying out the terms and conditions of this Agreement, including but not limited to all federal, state, and local employment laws, and shall seek local legal counsel at its own expense for clarification when necessary
- O. Site Visit Requirements: Host School understands that per program regulations, a site visit may be required prior to approval of a request for participation in the program.

#### IV. Program-Specific Terms and Conditions

##### A. Intern & Trainee Program

1. Purpose of the Intern & Trainee Programs: The Intern & Trainee Programs are designed to enhance the skills and expertise of Participants in their academic or occupational fields through participation in structured and guided work-based training and internships and to improve Participants' knowledge of American techniques, methodologies and expertise.
2. Training/Internship Placement Plan ("T/IPP"): Host School must provide GeoVisions with a suitable T/IPP which outlines the training that Participants will receive for the duration of the program. Plans must be tailored to Participants' background and to the experiences that Host School will offer. Host School will follow the T/IPP at all times and will notify GeoVisions of any variation from or change to the T/IPP. Host School warrants and represents that it will provide everything necessary to comply with the T/IPP, including, but not limited to, sufficient physical space, equipment, and training personnel for supervision.
3. Supervision of Participant: Host School will cooperate with GeoVisions in the supervision of Participants and will provide midpoint and final evaluations for Participants. Host School will accept GeoVisions' provision of selection, orientation, insurance, and monitoring of the program.
4. Limits on Participant Activities: Host School acknowledges and understands that Intern & Trainee Programs must not be used as substitutes for ordinary employment or work purposes, nor used to displace American workers, and that no more than 20% of Participants' total activities can be spent in clerical tasks. At no time can Participants train in positions that the Department of State has noted as "Unskilled Occupations," and GeoVisions retains the right to reject any position that may be in violation of this regulation.

##### B. Teach Program

1. Purpose of the Teach Program: The Teach Program is designed to promote the interchange of U.S. and foreign teachers and enhance mutual understanding between the people of the United States and other countries. Exchange teachers sharpen their professional skills and participate in cross-cultural activities in schools and communities, and they return home after the exchange to share their experiences and increased knowledge of the United States and the United States educational system.
2. Host School will ensure teaching positions, including duties, responsibilities, hours of employment, and compensation, are commensurate with those of similarly-situated U.S. teachers in the school district or host school where that Participant is assigned to teach.

3. Host School will monitor the performance of Participants in the classroom and in carrying out official responsibilities.
4. Host School agrees and understands that Participants will be required to comply with any applicable collective bargaining agreement
5. Host School agrees to only assign GeoVisions teachers to full-time teaching positions in K-12 classrooms. Prekindergarten assignments are ONLY allowed in language immersion programs offered as regular courses of study by accredited primary schools. Host School understands that GeoVisions may request to review the curriculum of Pre kindergarten programs or require additional information from the Host School in order to sufficiently determine if the program qualifies.
6. Host School understands that under no circumstances can J-1 Teachers be placed in substitute, aide, or receptionist positions.
7. Exchange teacher appointments to positions must be temporary, even if the teaching positions are permanent, and must not lead to tenure.
8. The Host School/District confirms that all J-1 teachers hired meet their state's teaching eligibility standards.
9. Host School/District agrees to ensure J-1 teachers remain on track with the certification process throughout the initial school year and to notify GeoVisions if any teachers are at risk of not meeting or maintaining the minimum requirements for teacher of record status during any point of their employment with the School/District.

#### V. Program Fees

- A. If Host School is paying GeoVisions or the designated third-party agency all or partial program fees for Participants placed with Host School, please provide the amount contributed by the school/district here:
1. Teach Participants: \$ 3920 USD
  2. Intern & Trainee Participants: \$ 3470 USD
- B. Any fees listed above shall constitute the whole and entire amount responsible by Host School. This fee includes recruitment and placement fees, training plan (if applicable), visa documentation (DS-2019 form), orientation services, insurance (first 90 days only for Teach), and 24/7 emergency support during the Participants' programs. These fees do not include any fees charged by the U.S. Embassy/Consulate, SEVIS fees, or airfare.
- C. GeoVisions will issue an invoice to Host School immediately for the full above-mentioned program fee for each Participant after Host School confirms approval to offer the position to that Participant via the Hanover portal. All invoices are payable by Host School within 14 days of receiving the invoice. No DS-2019 form will be issued to a Participant before full payment for the program fee has been received.
- D. Cancellation Policy
1. If a Participant cancels for any reason prior to their Program Start Date, a full refund for that Participant's Program Fee will be credited to Host School.
  2. No refunds or credits will be provided to Host School for any Participant after the Start Date as listed on their DS-2019.
  3. Any credits issued to Host School for cancelled Participants can be applied to invoices for future Participants' program fees.

#### VI. Miscellaneous.

- A. Host School understands and agrees that while GeoVisions will do its best to place Participants with Host School, GeoVisions cannot guarantee the exact number of Participants to be placed (due to recruitment, cancellations, visa denials, etc.).
- B. Host School understands that the program requirements are subject to Federal law and/or regulations. In the event that the law or regulations change, Host School will comply with the new laws and regulations.
- C. If GeoVisions, in its sole discretion, determines that Host School has failed to comply with its obligations hereunder, or that any placement is not appropriate for Participants for any reason, GeoVisions may immediately cancel this agreement and reroute the Participants to a new host school or cancel the positions. In this event, Host School will be responsible for any transportation and housing costs associated with the transfer of Participant(s) to their new placement/host school, and/or return transfer to their departure city.
- D. Indemnification. Host School agrees to indemnify and hold GeoVisions harmless from any and all damages that may result to GeoVisions or the Participants from any breach of Host School's obligations, warranties, or representations hereunder. GeoVisions will indemnify, defend, and hold the Host School its affiliates, officers, agents and employees harmless against any claims, liability, damages, or costs incurred by reason of any negligent act, error, or omission of GeoVisions, its agents, or independent contractors.
- E. Force Majeure. If any event beyond the control of GeoVisions prevents GeoVisions from complying with any of its obligations hereunder, including, but not limited to riot, war, or hostilities between nations, embargoes, government orders, regulations, laws, ordinances or rulings, acts of God, or other contingencies beyond the reasonable control of the non-performing party, GeoVisions shall not be considered in breach of this Agreement.
- F. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Texas. The parties agree to submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of Travis County, Texas.
- G. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original Agreement.

**I understand that, by providing my signature below, I give GeoVisions the authority to reproduce my signature electronically on GeoVisions training/job offer form(s). I understand that my signature will not be used for any other documentation.**

#### AGREED AND ACCEPTED:

**Alameda Unified School District**

Host School Name

**Timothy Erwin**

Host School Representative

DocuSigned by:  
*Timothy Erwin*  
DC2B5FEA0EFC43A...  
Signature

3/5/2024

Date