

## ADDENDUM H

### ***Sample New Hope, LLC Host School Master Service Agreement/Memorandum of Understanding***

- According to the U.S. Department of State's [22 CFR Part 62](#), *New Hope, LLC* is designated by the U.S. Department of State as a legal sponsor for the Exchange Visitor Program, and abides by all guidelines for administration of the program as outlined in [22 CFR Part 62](#). *New Hope, LLC* is the legal sponsor of each J-1 Teacher for the duration of his or her program in the United States.

This document will serve as the Host School Master Service Agreement/Memorandum of Understanding, which establishes the responsibilities of your organization hereinafter ("Host School") in the course of the teacher's program. Please sign and submit this form to *New Hope, LLC*. It will be kept by *New Hope, LLC* and considered binding. Upon submission you will also be emailed a copy of this Agreement to keep for the school's records.

**In engaging in the *New Hope, LLC* J-1 Teacher Exchange Program, our Host School is in agreement and understanding with the following as it pertains to the J-1 Exchange Program of our Exchange Teacher:**

- The primary intent of the Exchange Visitor Program is to provide teachers with temporary teaching experiences in United States classrooms in order to enhance their careers with knowledge of American teaching techniques, methodologies, and expertise.
- Host School will abide by and act in accordance with the regulations governing the Department of State Exchange Visitor Program as outlined in 22 CFR Part 62.(see Addendum A attached)
- Host School will disclose all salary, stipend, and non-monetary compensation arrangements prior to the initiation of the teacher's program.
- Host School understands that the teacher must possess active health insurance coverage which meets or exceeds the minimum standards for participants in the Exchange Visitor Program for the duration of their stay in the U.S. *New Hope, LLC* enrolls all our J-1 teachers in compliant health insurance coverage. As this plan is only designed to meet the minimum requirements for the J-1 program, the teacher may choose to additionally enroll in the standard health insurance plan

offered by the Host School.

- Teachers activities, while at the Host School, will be in accordance with the subject areas and assigned students as outlined on the signed employment offer letter.
- Authorization to teach during the program is only extended to the specific school site, and program dates designated on the DS-2019 document. If any changes are foreseen to these specifics, the Host School will notify *New Hope, LLC* in writing and request approval before implementation of changes.
- Host School will comply with all requests for information about the status of the teacher.
- Host School will allow for the teacher to complete at least one cross-cultural activity with students in the school per year to fulfill the teacher's J-1 program requirements.
- Host School will abide by all applicable local, state, and federal labor laws in regards to their teacher's program.
- Host School will promptly notify *New Hope, LLC* in the event of serious illness or injury, arrest or litigation, or negative impact to the teacher's welfare while on school grounds, or during school related activities, and field trips, etc.
- Host School will notify *New Hope, LLC* within 3 business days in the event of termination of employment of the teacher at your organization.
- Host School will not utilize the Exchange Visitor Program as a recruitment tool for permanent employment in the United States. It is expected that the teacher will return home at the completion of their specified training as noted on the DS-2019. Host School will not encourage or assist the teacher in obtaining any change of visa category which would extend his or her stay past the end date on the DS-2019.
- *New Hope, LLC* has the right to withdraw sponsorship for any teacher whose Host School does not comply with program requirements. Host School understands that withdrawal of sponsorship will necessitate the teacher to leave the United States, and that *New Hope, LLC* may refuse to accept future applications for teacher placement at the Host School.
- Host School understands that each teacher has agreed to abide by and act in accordance with the regulations set forth by the Department of State Exchange Visitor Program and *New Hope, LLC* rules. Failure of the teacher to do so may result in termination of their program by *New Hope, LLC* and requirement to return home. Examples of reasons for termination include but are not limited to:
  - 1) Conviction of a crime;
  - 2) Disciplinary Action,

- 3) Engaging in unauthorized employment other than that listed on the DS-2019,
  - 4) Failure to maintain required health insurance,
  - 5) Failure to submit change of address or contact information within 10 business days,
  - 6) Voluntary suspension of program,
  - 7) Termination by the Host Employer,
  - 8) Violating Exchange Visitor Program regulations,
  - 9) Violating sponsor rules governing the program.
- *New Hope, LLC* is not responsible for any civil or criminal liability of the Host School or the teacher, nor for any associated litigation or defense costs for such claims.

**Teacher Exchange Placement Fees:** Host School will pay *New Hope, LLC* \$10,000 per year per exchange teacher.

- This annual payment will be made each year that the exchange teacher works at the Host School (3 years, with possibility of 1-2 year extensions, for a 5-year maximum stay). Length of stay eligibility is determined by the Exchange Teachers DS-2019 Visa form (Certificate of Eligibility for Exchange Visitor), but is subject to any pre-termination decisions made by the Host School and/or *New Hope, LLC*.
- Annual Placement Fees will cover the following *New Hope, LLC* costs:
  - Running payroll for the exchange teacher each pay period
  - Taxes
  - Insurance
  - FICA
  - Administrative Cost
- Payroll Processing
  - NOTE: Payroll for each exchange teacher will be run by *New Hope, LLC*, therefore exchange teachers salaries will be paid directly to *New Hope, LLC* by the Host School.
  - Timely salary payments must be made by the Host School to ensure timely payouts to our exchange teachers.

- Salaries for exchange teachers MUST be commensurate with U.S. teacher salaries, according to the *U.S. Department of State Exchange Visitor Program*.

Please see more information about Host School requirements from the *U.S. Department of State BridgeUSA Program* <https://j1visa.state.gov/programs/teacher#hostsemployers>. .

- Sponsor Responsibility: As the program sponsor, *New Hope, LLC* will ensure the distribution of informational and orientation materials to the exchange teacher and host organizations that are necessary for a successful and compliant program. We are committed to ensuring a positive exchange for each exchange visitor teacher and for their associated host schools with ongoing support and availability throughout the program. Do not hesitate to reach out to *New Hope, LLC* if you have any questions about information contained on this Participant Agreement or any other questions regarding the Exchange Visitor Program.
- Agreement Duration: The terms of this agreement will be in effect for ten (10) years from the date of the signed agreement. All annual placement fees in this agreement will remain fixed at the set stated amounts for the duration of this 10 year term, and will not be subject to increase during the course of the 10 year agreement, unless agreed upon in writing by the Host School.
- Severability: If any provision of this Host School Agreement or the application thereof is held to be invalid, illegal or unenforceable for any reason, such provision or application shall not impair the other provisions or applications of the Agreement which can be given effect without the invalid, illegal or unenforceable provision or application. To this end, the provisions of this Agreement are declared to be severable and shall be construed and enforced accordingly.
- No Waiver of Breach: No waiver of any breach of any term of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.
- Governing Law: This Agreement shall be governed by and construed under the laws of the State of Georgia, USA, without regard to principles of conflict of law.
- Complete Agreement: Both parties acknowledge that this document contains the complete Agreement between them, that neither party has relied on representations not contained herein, and that any additions or deletions must be made in writing and signed

by both parties.

\*In signing below, the Host School agrees to all conditions, obligations, and responsibilities of the Host School as detailed in this Agreement for *New Hope, LLC* J-1 Visa Sponsorship.

**Host School**

**Host School Name:** \_\_\_\_\_

**Host School Address:** \_\_\_\_\_

School Representative Name: \_\_\_\_\_

School Representative Email: \_\_\_\_\_

School Representative Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

***New Hope LLC Sponsor***

**Sponsor Address: 6000 Live Oak Parkway, Suite 116, Norcross, Georgia 30093**

Sponsor Representative Email: [Education@NewHopeLLC.net](mailto:Education@NewHopeLLC.net)

Sponsor Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_