

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – February 21, 2023

DEPARTMENT INITIATED AGREEMENT

23-425-A-WH – Educational Partners International (EPI)

<input type="checkbox"/> (BW) Bids Waived <input checked="" type="checkbox"/> (A) Agreement

REQUESTOR: Professional Learning and Development **Legal Review Required:** Yes No
Standard Template Used with No Changes: Yes No
Standard Template Type: **N/A**

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Educational Partners International, LLC	Variable	Cultural Exchange Program through temporary placement of international educators
Total	Variable	

<input type="checkbox"/> Contract Renewal	New Contract Amount	Variable
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	N/A
<input checked="" type="checkbox"/> New Contract	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

Given the current instructional staffing needs at several schools throughout the district, Brevard Public Schools is seeking to contract with Educational Partners International (EPI) to secure international educators to assist in filling those needs. EPI is a cultural exchange provider for highly qualified, international educators. EPI provides opportunities for educators from around the world and school districts in the United States to participate in a mutually beneficial cultural and professional experience through the temporary placement of international teachers in schools in the United States. The EPI program provides for a temporary stay of 1 to 5 years for visiting educators after which the Educators share in their home countries the cultural and educational knowledge gained. The typical period of stay for an educator in the United States is 3 years through the J-1 Visa program. There is an option for qualifying educators to secure an additional two-year extension of their J-1 Visa.

The administrative cost for each selected educator to EPI is \$14,500 annually. This administrative cost would be mitigated due to the district not having to pay for the Board portion of their health insurance or the Board portion of EPI. Salaries for teachers within the EPI program are determined by the agreement between the School Board of Brevard County and the Brevard Federation of Teachers, Local 2098.

The Board previously approved a contract with another vendor to secure cultural exchange J-1 Visas earlier this year. We are wishing to contract with a second vendor to ensure Brevard Public Schools will have access to a greater number of J1 Visas to fill our anticipated instructional openings. Each vendor is provided a set amount of J1 Visas to distribute to partnering districts so partnering with another vendor increases the number of Visas for our district in order to meet our hiring needs for the 2023-2024 school year.

A vendor-provided agreement has been used and approved by Legal Services on January 31, 2023.

CONTRACT TERM:

The contract shall commence February 22, 2023 and continue until June 30, 2026.

RECOMMENDATION:

It is the recommendation of Karyle Green, Ed.D., Interim Chief Human Resources Officer and Mike Alba, Director of the Office of Professional Learning and Development to approve the attached agreement with Educational Partners International, LLC in the amount of Variable.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012(11)(a)



EDUCATIONAL PARTNERS INTERNATIONAL, LLC
AND
The School Board of Brevard County, Florida

This agreement governing participation in teacher placements in a J-1 Visa Exchange Visitor Program (the “Agreement”), dated November 7, 2022, is made by and between The School Board of Brevard County, Florida, located at 2700 Judge Fran Jamieson Way, Viera, FL 32940 (“School”), and Educational Partners International, LLC (“EPI”). (Collectively referred to as the “Parties”).

BACKGROUND STATEMENT

EPI is a premier cultural exchange provider for professionally qualified, international educators. EPI provides opportunities for international educators and school districts to participate in a mutually beneficial cultural and professional exchange experience. EPI accomplishes this through the temporary placement of international teachers in schools throughout North Carolina, South Carolina, Virginia, and Florida. To further its goals, EPI facilitates an Exchange Visitor Program (“EVP”) that provides for a temporary stay of 1 to 5 years for visiting educators (“Educator or Educators”). Educators typically participate in the EVP for a period of 3 years. Following the EVP, regardless of the timeframe Educator spent in the EVP, educators must return to their home countries to share the cultural and educational knowledge they gained in the United States.

EPI wishes to sponsor Educator. Educator wishes to teach at a participating school district as an Exchange Visitor under the sponsorship of EPI. School districts (not individual schools) generally hire teachers. As a result, references to school district, district, and school throughout this contract refer to the administrative entity that hires the teachers for School and all participating schools where teachers are placed.

Statement of Agreement

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

1. TERM AND AUTOMATIC RENEWAL. Upon execution of this Agreement, the School will be a participant in the EPI Exchange Visitor Program. On an annual basis, EPI and the School will mutually agree on the number of Educators and the compensation of each Educator to be hired by the School for the subsequent school year. For purposes of this Agreement and EPI Cost Summary, “School Year” is defined as noted on the approved School Academic Calendar. The compensation requirements and any Administration Fees for Educators for the first year of the Agreement will be reflected in the EPI Cost Summary attached to the

Agreement, hereby fully incorporated by reference as “Cost Summary.” Any changes to compensation requirements and Administration Fees will be communicated in writing to the School by EPI prior to the start of each School Year. The School shall perform in compliance with the duties and requirements set forth in this Agreement and its attachments while the Agreement is in effect, and it shall pay EPI an annual Administration Fee, as noted on the attached Cost Summary, for each Educator provided by EPI. This Agreement will automatically renew each year and will apply to all Educators teaching in the School during each year of the Agreement, unless:

- 1.1 the School gives written notice to EPI of its intent not to renew the Agreement by May 15th of the then current School Year, unless another date is agreed upon between the Parties in writing;
- 1.2 EPI gives written notice to School of its intent not to renew the Agreement at any time prior to the start of the next School Year; or
- 1.3 EPI terminates this Agreement in accordance with section 4.5
This Agreement will not terminate until the end of the School Year in which notice of termination is provided, unless terminated in accordance with section 4.5.

2. TERM AND RENEWAL OF INDIVIDUAL EDUCATORS. As it pertains to each Educator, this Agreement will become binding upon the School’s verbal or written offer to each Educator and each Educator’s acceptance of such offer. EPI prefers and encourages School to make all Educator offers in writing, but EPI will honor School’s verbal offers to Educators if verbal offers are part of School’s practice. For all Educators, the Parties agree and acknowledge that EPI may, at its sole discretion and upon written or verbal notice to School, terminate this Agreement with regards to any Educator in the following circumstances:
 - 2.1.1 the Educator is not granted a valid J-1 visa allowing arrival and employment in the US;
 - 2.1.2 the Educator fails to fully execute a separate EPI Educator Agreement between EPI and the Educator prior to arrival in the US;
 - 2.1.3 the Educator is unable to obtain or maintain a necessary teaching license;
 - 2.1.4 the Educator is unable to obtain a US driver’s license when required by EPI; or
 - 2.1.5 for any other reasonable grounds determined by EPI at its sole discretion.

This Agreement will automatically renew for each Educator teaching in the School during each year of this Agreement up to the EPI maximum allowable stay per Educator of five (5) years, unless:

- 2.2.1 the School provides EPI written notice of its intent not to renew this Agreement for any particular Educator(s) by May 15th of the current School Year, or
- 2.2.2 otherwise agreed to in writing by the Parties;
- 2.2.3 EPI provides the School written notice of its intent not to renew this Agreement for any particular Educator(s) at any time prior to the start of the next School Year; or
- 2.2.4 any particular Educator(s) terminates the Educator Agreement(s) between EPI and the Educator.

Once finalized, EPI will provide the School an updated Educator roster near the beginning of each School Year.

3. EPI DUTIES AND RESPONSIBILITIES. EPI agrees to make efforts to provide the School with one or more professional international educators who as closely as possible meet the School’s stated preferences with regard to subject and grade level and individual state

licensure and certification requirements. In a separate agreement between EPI and each Educator, Educator has acknowledged that EPI wishes to sponsor Educator, and Educator wishes to teach in a participating school as an Exchange Visitor under the auspices and sponsorship of EPI. Additionally, EPI has arranged or will arrange for Educator's recruitment, pre-arrival preparation, travel, orientation, domestic transportation, and instructional services support. This support includes but is not limited to: Educator recruitment (including application and evaluation process, personal interviews, criminal record check, and reference checks); J-1 Visa procurement (valid only while Educator is sponsored by EPI); Educator licensure assistance; transportation coordination of Educator's initial travel from country of residence to teaching location; assistance with local transportation and lodging options; consultation and staff development as necessary; provision of health, medical evacuation, and repatriation insurance; and when necessary, School access to Educator's written authorization for School to perform any of the duties and responsibilities detailed herein.

4. SCHOOL DUTIES AND RESPONSIBILITIES.

4.1 Compensation. School agrees to pay each Educator's compensation per School Year as outlined on the attached Cost Summary, and that compensation will be paid commensurate with the Educator's American counterparts based on education and experience, as well as Florida law on teacher compensation. Any changes to compensation requirements or Administration Fees will be communicated in writing to the School by EPI. Such changes will be considered by the Parties to be fully incorporated into this Agreement by reference.

In addition, the School agrees to pay each Educator the equivalent of any local supplement for subjects assigned to Educator that are paid to US citizen teachers. Each Educator will also receive any incentive bonus that is based on the academic performance of the students at the assigned school and paid to other staff at the assigned school. School also agrees to make direct payment to Educator for all extra duties including, but not limited to, staff development stipends, coaching supplements, activity supplements, after-school or summer school work, or the like, as with any other teacher. The School agrees to place each Educator on the School's payroll upon the commencement of the Educator's first School Year in the School (the "Initial Term"). The School further agrees to pay each Educator's salary, supplement, and all other compensation directly to Educator, unless otherwise agreed between the Parties.

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

4.2 Compliance with Laws and Taxes. School will comply with all applicable laws, including without limitation, paying or having withheld from Educator's pay all applicable taxes. School acknowledges and agrees that it is solely and fully responsible for paying its taxes and for filing any and all tax returns in the US as required by law. EPI does not provide legal, accounting, tax, or other similar counsel and advice. School should seek the assistance of professional counsel in respect to such matters. The EPI Educator Agreement between EPI and the Educator requires Educator to also comply with all applicable laws and taxes.

4.3 Acclimation Assistance to Educator(s). The School agrees to assign to each Educator a Buddy Teacher to provide professional guidance, support, and assistance upon the Educator's arrival and throughout each Educator's Initial Term. EPI additionally agrees to provide the Educator with a Mentor, so that the teacher has a Buddy from the School and a Mentor from EPI.

Additionally, the School agrees to provide the following support services for each Educator: Monitor initial Educator adjustment and performance on an on-going, informal basis and provide opportunities to share and discuss mutual observations and concerns with Educator; encourage Educator to take advantage of professional development opportunities provided by School; facilitate cultural exchange opportunities for Educator through school and district-wide activities, events, and community involvement; communicate with EPI in a timely manner regarding Educator's status, sharing observations and concerns about initial adjustment, progress, and overall performance; and assist Educator, if necessary, with other reasonable resources and support services. Prior or after the commencement of student classes during Educator's initial School Year, School agrees to provide every Initial Term Educator with paid time during normal business hours (not to exceed one day) during which the Educator is allowed to arrange housing, transportation, etc. In the event Initial Term Educator arrives after classes have begun, School agrees to provide Educator with a minimum of one (1) paid day for classroom observation or other non-teaching, professional development activity to facilitate transition into Educator's teaching duties.

4.4 Duty to Report. The School shall immediately notify EPI if it has knowledge that an Educator is directly involved (or appears to be involved) in or affected by an incident of mistreatment, abuse, criminal activity, or other inappropriate conduct. Examples of incidents requiring notification include but are not limited to: incidents of mistreatment (alleged or certain) towards the Educator; Educator's mistreatment of students, School employees, or patrons; or a report of an Educator's involvement in any criminal activity such as a DUI.

4.5 Typical Three-year Limitation on Educator Employment. School recognizes and understands that the purpose of the EVP is cultural exchange. To fulfill this purpose, a J-1 teacher is expected to return home for at least two years following the end of the EVP period to share their US experiences. School acknowledges that sponsoring any J-1 teacher on any other visa during their EVP and for the two years following the end of their EVP, including those sponsored by other J-1 teacher sponsors, violates the purpose of the EVP.

For purposes of this contract, School acknowledges that it is a fundamental program expectation for EPI sponsored Educators to remain under the sponsorship of EPI throughout their term and return to their home country for at least two years after the end of the Educator's EVP with EPI, as required under the guidelines of the J Visa. In some cases, the Department of State will authorize a fourth or fifth year in J status, extending the EVP period for the Educator to continue teaching beyond the initial three-year Exchange Visitor Program. The School acknowledges and agrees that filing a petition for or otherwise sponsoring any EPI J-1 teacher, including any EPI Educators employed by

School or other U.S. school districts, on an H-1B Visa or any other visa during their J Visa program or the two years following the end of a J Visa program would be in non-conformance with the intent of the 1961 Fulbright Hayes Act and the paradigm of the exchange visitor programs. Furthermore, such acts would constitute a violation of the purpose of the EVP and specifically the EPI program, cause irreparable harm to the EPI program, and jeopardize EPI's ability to continue sponsoring exchange visitor teachers. Teacher status changes from J Visa to H-1B Visa are substantially detrimental to EPI's exchange visitor program and may directly and negatively impact the number of authorizations or DS-2019 Forms EPI may issue in the future. For these reasons, School expressly agrees to not provide any EPI Educator a pathway to other non-immigrant, immigrant, or permanent statuses in the US during the Educator's EVP period and the two years after the end of the Educator's EVP, including agreeing to not take actions such as filing a petition for or otherwise sponsoring any EPI Educator on an H-1B Visa, or any other visa, for the duration of the Educator's EVP period and the two years after the end of the Educator's EVP. Noting the possible irreparable harm to EPI, the Parties agree that EPI may immediately terminate this Agreement should EPI determine at its sole discretion that School has acted in contravention of Section 4.5 of this contract.

- 4.6 Pro-Rata Adjustments. In the event that an Educator's first day of Initial Term is after the first day of school for new teachers for any reason, the School may adjust the Educator's salary and benefits on a pro-rata basis in proportion to that percentage of the School Year for which Educator is available to fulfill teaching duties as assigned by the School; notwithstanding the preceding sentence, the Administration Fees due to EPI from the School will not be prorated. For mid-year placements that commence in January or any subsequent month during the academic year, School will pay a mid-year placement fee as described in the attached Cost Summary.
- 4.7 Payment Terms. Any and all payments to EPI by School are due no later than 45 days after invoice unless alternate arrangements for payment have been agreed upon in writing by both Parties.
- 4.8 Employment Notifications. The School hereby acknowledges and agrees that the School is the sole employer of each Educator as defined by the Family and Medical Leave Act, as amended (29 U.S.C. § 2601 et seq.) ("FMLA"), the Fair Labor Standards Act (29 U.S.C. § 201 et seq.) ("FLSA"), Article X, Section 24 of the Florida Constitution, the Florida Minimum Wage Act (Fla. Stat. § 448.110 et seq.) ("FMWA"), and any similar state or local law regarding employment. The Parties agree that as a J-1 Visa Exchange Visitor Program Sponsor, EPI should never be construed as an employer or joint-employer of any Educator. For these reasons, the School will be responsible for notifying each Educator of his/her applicable rights and obligations under FMLA, FLSA, the Florida Constitution, FMWA, and similar state/federal laws, and for providing each Educator with the applicable FMLA leave if mandated by applicable law.
- 4.9 Training Programs. The School hereby agrees that each Educator may be required to attend, at EPI's option, workshops and programs sponsored or approved by EPI and designed to help Educator more effectively and more rapidly adapt to US culture and schools. Such workshops and programs will not require Educator to be absent from work during the School Year unless mutually agreed upon by EPI and School. EPI will make

efforts to schedule said Educator absences on non-instructional days for students and on days which are not days protected by law or school policy. If Educator's absence from work is agreed upon, School agrees to pay Educator his or her regular pay during any such required absence and to not charge such absence against Educator's allotted leave time from work, including but not limited to personal, sick, or other leave to which Educator is entitled from the School. EPI agrees to make every effort to schedule such absences on School's teacher planning days.

- 4.10 Personnel Policies. Educator has acknowledged by signing his/her agreement with EPI to comply with all policies and procedures of both the School and EPI. Notwithstanding the foregoing, EPI and the School may agree that certain EPI policies and procedures will apply instead of the School's. In the event that an EPI policy or procedure supersedes the School's, EPI will notify Educator of the same. In the event of any other conflict between the policies and procedures of the School and EPI, School will notify EPI of the same.
- 4.11 Consent to Disclosure. Upon the request of EPI, School hereby consents to the disclosure and release to EPI of: all Educator's medical records in the event that the School determines that Educator's medical condition creates a health hazard or safety issue for other teachers and students or impairs Educator's ability to perform his or her teaching obligations; all Educator's personnel files in the event that the School determines that Educator is failing or has failed to perform satisfactorily his or her teaching obligations; any fingerprint records of Educator; and any other documentation required of or relating to Educator per the School's personnel policies. As a condition of Educator's participation in the EPI Program, Educator expressly acknowledges, agrees, and consents to disclosure of the above information from School to EPI by agreeing to participate in the EPI Program and by signing the EPI Educator Agreement.
- 4.12 Performance Evaluations. School agrees to provide timely copies of performance evaluations for any Educator to EPI so that EPI, when appropriate and at its discretion, may provide Educators with additional professional, cultural, or other training.
- 4.13 Relocation Loan. As a condition of program participation, the EPI Program may offer or require each Educator to accept a relocation loan ("Relocation Loan") payable to Educator at the beginning of the School Year, estimated at \$3,000, the exact amount to be determined by the EPI program, to assist with such Educator's relocation or similar expenses. If the School's Finance and Payroll department authorize and have the capacity to implement, and the Educator signs all requisite paperwork authorizing direct payroll deductions to repay any loans that are provided by EPI directly to the Educator, EPI Program may invoice the Relocation Loan amount to School for payment upon deductions from the respective educators. Upon approval by School Finance and Payroll, and Educator's signing all necessary payroll deduction authorizations, School will arrange to recoup the Relocation Loan amount from each Educator pursuant to the terms on the payroll deduction authorization. EPI is solely responsible for working out the details and length of deduction with the Educator. If the Educator withdraws consent for payroll deductions at any time, payroll deductions will stop as directed by the Educator. EPI will address any issues this present directly with the Educator and not involve the School District. As long as the payroll deductions are in effect, the School will forward collected funds to EPI on a monthly

basis. EPI is solely responsible for working with the Educator on how any loans between EPI and the Educator are to be repaid in the event of the termination of this Agreement or the termination, resignation, or non-renewal of an Educator by any party, for any or no reason. The School agrees to honor any agreement provided, signed by the Educator, directing the School how to distribute any final paycheck. Finance and Payroll may require additional documents to be signed by the Educator prior to withholding and distributing funds.

5. TERMINATION, RESIGNATION OR NON-RENEWAL OF INDIVIDUAL EDUCATORS.

This Agreement between EPI and School must be terminated by written notice. Agreements for any individual Educator will terminate as provided below:

- 5.1 Initial Termination by EPI and Non-Renewal by EPI. EPI may terminate this Agreement for any particular Educator upon notice to Educator and School at any time, for any reason, prior to the scheduled start of Educator’s Initial School Year in which event neither EPI nor School will have any further liability to the other as it relates to that particular Educator. EPI also may terminate this Agreement for any particular Educator during any Renewal Term (any subsequent terms after the Initial Term) by giving notice of the same to Educator and School by June 15 prior to the beginning of a new School Year in which event neither EPI nor School will have any further liability to the other as it relates to the particular Educator.
- 5.2 Non-Renewal by Educator. If an Educator does not give written notice to EPI and the School of Educator’s intent to renew the applicable Initial Term or Renewal Term of Educator Agreement prior to May 15, or any other date agreed to by EPI and the Educator, then this Agreement, in relation to such Educator, will terminate upon the completion of the then current School Year.
- 5.3 Termination of Employment by School. School must notify EPI immediately of any Educator’s Termination by School and provide the reason and associated documentation to EPI in writing. Educator must also immediately notify EPI in writing of any termination by the School and provide the reason for termination to EPI in writing. Upon the occurrence of a termination, EPI may terminate its agreement with the Educator.
- 5.4 Termination of Educator by EPI. EPI may terminate Educator at any time upon notice to Educator and School for Educator’s breach of any of Educator’s obligations to EPI or School. In addition, EPI may also terminate the Agreement for any of the following reasons:
 - 5.4.1 Educator receives an overall “below standard” performance evaluation under the state teacher performance appraisal system instrument;
 - 5.4.2 Educator fails to maintain proper J-1 status or whenever termination of visa sponsorship would be appropriate under applicable visa regulations;
 - 5.4.3 there is documented evidence of the Educator’s incompetence, misconduct, immoral behavior, insubordination, neglect of duty, falsification of employment records, dishonesty, or criminal conviction;
 - 5.4.4 Educator violates any policy, rule, regulation or law that is applicable to the School, fails any drug test, is incapacitated, or acts in a way that could potentially bring the EPI Program or School into disrepute; or

5.4.5 any other related issue as determined at the sole discretion of EPI.

5.5 Resignation by Educator. The School acknowledges that any Educator may resign from the School upon the giving of thirty (30) calendar days prior written notice of such resignation to EPI and the School. In the event that any such Educator resigns from the School hereunder, the School may elect, in its sole discretion, to pay Educator, in lieu of requiring notice, for all or part of the notice period.

5.6 School's Obligation to EPI in the event of Termination. Should School terminate any Educator, School expressly warrants and agrees to pay the full Administration Fee for each such Educator, subject to a reduction or refund of all or an applicable portion of the Administration Fee according to the then current EPI refund policy available to School upon request, or as otherwise agreed by the Parties. Furthermore, School acknowledges that EPI incurs substantial expenses in recruiting, selecting, and providing international Educators for the benefit of School and at the request of School. Accordingly, should School terminate any Educator hereunder for budgetary or other non-performance related issues, School warrants and agrees to pay the full Administration Fee contained in the Cost Summary for each such Educator.

5.7 EPI's Obligation to School in the event of Termination of Educator by School, Termination of Educator by EPI, or Resignation of Educator. In the event of Termination of Educator by School, Termination of Educator by EPI, or Resignation of Educator, EPI will, either:

5.7.1 replace Educator upon explicit request of School and subject to availability of an EPI-approved, qualified replacement educator and US Department of State approval;
or

5.7.2 refund School with a pro-rated portion of the Administration Fee it paid to EPI according to the then current refund policy.

Notwithstanding the preceding sentence, EPI reserves the right to withhold all refunds and to collect its full Administration Fee from School should evidence indicate that the School did not comply or is not complying with its obligations under this Agreement or that the School has taken actions which are inconsistent with this Agreement, EPI's mission, or the School's obligations to each Educator.

6. SURVIVAL. Sections 4, 6, 7, 8, 11, 13, 14 and 17 of this Agreement will survive termination of this Agreement and the termination, resignation, or non-renewal of any Educator by the School or by EPI.

7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY. School agrees that it will never use or disclose any confidential information concerning the business and affairs of EPI or participating Educators to any individual, corporation, or other entity. School acknowledges and agrees that all Proprietary, Confidential Information is and will remain the sole property of EPI. Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor will this Agreement grant School any rights in or to the Confidential Information of EPI. Confidential information includes but is not limited to: Educator lists; product design; learning management systems; intellectual property relating to professional and cultural development information and technology modules. Upon request or in the event of termination of this Agreement for any reason, School will promptly return all

Confidential Information or EPI property in School's possession to EPI.

8. NON-INDUCEMENT OF EMPLOYEES. School stipulates, covenants, and agrees that during the Term of this Agreement and for one year after the expiration or termination of this Agreement, School, directly or indirectly, other than on behalf of EPI, without the prior, express and written consent of EPI, will not induce any employee of EPI to leave his or her employment with EPI. This section shall not prevent an employee from applying for a position with the School through the School's advertisement process for open positions.
9. ENTIRE AGREEMENT. This Agreement (including the exhibits, schedules, and addenda attached to this contract) contains the entire agreement between EPI and School with respect to the subject matter hereof, and merges and supersedes all prior agreements, understandings, or negotiations whatsoever with respect to the subject matter hereof. Unless otherwise specifically agreed to by the Parties, in the event of any conflict between the terms of this signed contract and its exhibits, schedules, and addenda, the order of precedence for interpreting this Agreement is as follows: (i) the terms of this signed contract; (ii) the contract Exhibits; (iii) the contract schedules; and finally (iv) the terms of any addenda to this signed contract.
10. AMENDMENTS AND WAIVERS. No amendment of this Agreement or any waiver of any of its provisions will be effective unless expressly stated in a writing signed by both Parties. No delay or omission in the exercise of any right, power or remedy under or for this Agreement will impair such right, power or remedy or be construed as a waiver of any breach. Any written, signed waiver of a breach of this Agreement or any failure to claim a breach of this Agreement will not be treated as a waiver of any subsequent breach. The failure of either party to insist upon strict performance of any of the covenants or agreements contained herein, in any one or more instances, will not be construed to be a waiver or relinquishment of any such right or of any other covenants or agreements, but the same will be and remain in full force and effect.
11. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, with venue lying in the appropriate Federal or State Court in Brevard County, Florida. Each of the Parties consent to the jurisdiction of the federal and state courts in Florida in all matters relating to this Agreement.
12. BINDING EFFECT. This Agreement for School's participation in the EPI program will become effective upon the date the Signature Page is completed and fully executed by both Parties.
13. SEVERABILITY. Each provision of this Agreement will be considered severable, and if any provision of this Agreement will be held illegal, invalid, or otherwise unenforceable under controlling law, the remaining provisions of this Agreement will not be affected thereby but will continue in effect. Furthermore, to the extent any provision of this Agreement will be held illegal, invalid or unenforceable under controlling law, such provisions will be modified to the extent necessary to make such provision legal, valid and enforceable under controlling law.
14. CAPTIONS. The captions and headings in this Agreement are for convenience only and in

no way define, limit, extend or interpret the scope of this Agreement or of any particular paragraph hereof.

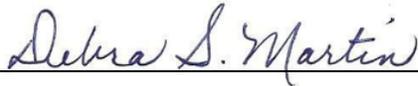
- 15. **FORCE MAJEURE.** Notwithstanding any other provision of this Agreement, EPI’s performance hereunder, in whole or in part, will be excused if prevented by natural disaster, war, labor strike, act of God, change in applicable law, or any other cause beyond the reasonable control of EPI. School’s performance hereunder, in whole or in part, will likewise be excused if prevented by natural disaster, wars, or act of God. The performance of this contract by the School will not be excused by budgetary adjustments or other financial considerations within the School or School’s State.
- 16. **COUNTERPARTS.** This Agreement will be executed in numerous counterparts, each of which so executed will be deemed an original and will constitute one and the same Agreement. Facsimiles will be considered by the Parties to be originals. The Parties further agree to accept written email confirmations with the same force and effect as written signatures to execute or amend this Agreement.
- 17. **EQUAL AUTHORITY.** This Agreement was drafted by counsel for EPI and reviewed and accepted by School, which had the opportunity to review the Agreement. For these reasons, the drafting of the Agreement shall not be construed against any of the Parties as a result of such efforts. It is expressly represented and agreed that each of the undersigned has full authority to execute this Agreement on behalf of their respective Parties.
- 18. **IF EPI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EPI’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.**
- 19. **E-Verify.** Under Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor’s E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

-----Signatures and Cost Summary Follow-----

The Parties have executed this Agreement as of the date set forth below.

Educational Partners International, LLC

Printed Name & Title: Debra S. Martin, Managing Partner

Signature: 

Date: 1/24/2023

The School Board of Brevard County, Florida Authorized

Official Representative Printed Name & Title: Matthew Susin, Board Chairperson

Signature: _____

Date: _____

COST SUMMARY
Costs per Educator

Educators

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

EPI Administrative Fees

Initial Term and Subsequent Term Educators: Fees equal \$14,500 per Educator

*Mid-Year Administrative Fees: Fees equal \$10,000 per Educator for the first academic year. All other years will be at the standard EPI Administrative Fee rates, as defined above.

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

The School shall pay all EPI fees within 45 days of receipt of any EPI invoice.

Educational Partners International, LLC

Printed Name & Title: Debra S. Martin, Managing Partner

Signature: 

Date: 1/24/2023

The School Board of Brevard County, Florida Authorized

Official Representative Printed Name & Title: Matthew Susin, Board Chairperson

Signature: _____

Date: _____



Fee Refund Policy
Educational Partners International, LLC
Rev. 02-01-2018

Background and Overview

Per the standard School Agreement with Educational Partners International, LLC, the School has expressly warranted and agreed to pay the full Administration Fee for each such Educator, subject to a reduction or refund of an applicable portion of the Administration Fee according to the then current EPI refund policy available to the School upon request, or as otherwise agreed by the Parties.

This document incorporates herein all defined terms from the most recently executed agreement between School and EPI.

If the School terminates an Educator, EPI terminates the Educator, or the Educator resigns, then EPI will, either, at the request of School and subject to availability of an EPI-approved and qualified replacement educator, replace the Educator, or refund to School a prorated portion of the Administration Fee paid to EPI according to the current refund policy. If the School elects to replace the Educator, then no refund will be granted. EPI’s current refund policy is outlined below. The School can choose whether it prefers to have a replacement educator versus a refund. (Please note that a replacement educator is subject to the Department of State’s approval if the replacement educator will arrive after September of the school year).

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

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

Current pro rata schedule (percent refunded based on number of days in US and in the EPI program)

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

Contractual Exceptions to Refund Policy

- EPI incurs substantial expenses in recruiting, selecting, and providing International Educators, and so by contract the School has agreed to pay the full Administration Fee for an Educator if the Educator is terminated for budgetary or other non-performance related issues.
- EPI has reserved the right to withhold all refunds and to collect its full Administration Fee from School should evidence of the situation in question indicate that the School did not comply or is not complying with its obligations under its Agreement with EPI or that the School has taken actions which are inconsistent with its Agreement with EPI, EPI’s mission, or the School’s obligations to each Educator.

How to Request a Refund

A refund request can be made in writing to Educational Partners International, LLC, Attn: Debra Martín, 105 Whitson Avenue, Swannanoa, NC 28778, or send via email to dmartin@teachwithepi.com by the School official authorized by School policy to make such requests.

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

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

Feedback

EPI always welcomes feedback from its program participants, which can be given in writing, via phone, or in person. The goal of EPI is to provide the best Educators to local schools, providing an outstanding international experience to the Educators and bringing unique talent to America's schools. Any time a refund is due, it means there is cause for feedback on the program and regarding the individual teacher. We welcome open and honest feedback.