

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement”) is made and entered into on this the ____ day of _____, 2019, by and between the **SIMPSON COUNTY BOARD OF EDUCATION** (hereinafter referred to as the “District”), a public school district of the Commonwealth of Kentucky, 430 South College Street, Franklin, Kentucky 42134, and **BG EDUCATION MANAGEMENT SOLUTIONS, INC. d/b/a KENTUCKY CHINESE LANGUAGE INSTITUTE** (hereinafter referred to as the “Contractor”), a Kentucky corporation with principal office at 1316 Angelica Court, Bowling Green, Kentucky 42104.

WITNESSETH:

WHEREAS, the District has entered into separate agreements (the “Chinese Contracts”) with the Confucius Institute Headquarters of China (“Headquarters”) and North China Electric Power University (“NCEPU”), respectively, to establish the Confucius Institute of Western Kentucky (the “Institute”), a non-degree, non-profit educational program for the support and promotion of the development of Chinese language education; and

WHEREAS, the Chinese Contracts contemplate the District’s hiring of a Director to undertake the overall administration, day-to-day operation, and fiscal management of the Institute; and

WHEREAS, Contractor represents that it is duly qualified and has the expertise, personnel, and other resources necessary to efficiently manage the Institute; and

WHEREAS, the District and Contractor desire to enter into this Agreement to establish the terms and conditions for the District to retain Contractor to provide the services contemplated and further described herein;

NOW THEREFORE, in consideration of the matters described hereinabove, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

ARTICLE ONE **DUTIES AND OBLIGATIONS OF CONTRACTOR**

1.1. Statement of Work. During the term of this Agreement, Contractor hereby agrees to furnish the work described in **Appendix A** (“Statement of Work”) attached hereto and incorporated by reference as if fully set forth herein.

1.2. Additional Duties of Contractor. In addition to the work described in Appendix A, Contractor agrees to provide services and staff, and otherwise do all things necessary for or incidental to the performance of the following:

- (a) Annual budget submission and management;
- (b) Audit preparation and submission to SCBOE and Headquarters;
- (c) Oversight and management of Confucius Classrooms (including budgets);
- (d) Oversight and management of the entire Chinese teacher program, including, without limitation, the following:
 - (i) Recruiting;
 - (ii) Visa applications, processing, and residence procedures;
 - (iii) Kentucky certification;
 - (iv) Training;
 - (v) Contracting with other school districts for the provision of Chinese instructors;
 - (vi) Collection of all fees and payment of all expenses relative to the Chinese teachers;
 - (vii) Placement and housing of teachers;
 - (viii) Event and activity oversight and arrangements;
 - (ix) Annual China trips; and
 - (x) Translation services as needed.
- (e) To provide fixed office space and appropriate sites for teaching and other activities of the Institute, equipped with office and teaching facilities, if necessary, and with responsibility for setting, management, and maintenance
- (f) To provide necessary administrative personnel (full time or part-time) and provide the related payment; to provide necessary working facilities and life conveniences for Chinese instructors;
- (g) Publicity, including, without limitation, defense of the SCBOE from and against any negative publicity arising from or relating in any way to the Institute;
- (h) Communications and collaborations with the NCEPU;

(i) Oversight and management and any and all other programs as authorized and directed by the Institute's Board of Advisors;

(j) Any and all other services needed to comply with the District's obligations pursuant to the Chinese Contracts; and

(k) Any and all reporting to the District required herein.

1.3. Standard of Care. Contractor's services shall be performed in accordance with generally-accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. All services shall be performed to the District's satisfaction.

ARTICLE TWO

DUTIES AND OBLIGATIONS OF THE DISTRICT

2.1. Duties of District. During the term of the Agreement, the District shall have the following duties and obligations:

(a) To open a special bank account for the Institute into which all funds budgeted for the Institute shall initially be deposited;

(b) To designate Contractor as the Director of the Institute in accordance with the Chinese Contracts for all times in which Contractor is not in default of any terms and conditions of this Agreement; and

(c) To timely provide budgeted funds to Contractor, to the extent said funds are provided by Headquarters, for the payment of Institute expenses.

2.2. Duties Conditioned on Receipt of Budgeted Funds. All duties and obligations of the District hereunder are expressly conditioned on the District's timely receipt of budgeted funds from Headquarters. The District shall not be responsible for the payment of Institute expenses for which Headquarters does not timely provide funds.

ARTICLE THREE

TERM; RENEWAL

3.1. Term. The initial term of this Agreement shall be five (5) years, commencing on July 1, 2019 and ending on June 30, 2024 (the "Initial Term").

3.2. Renewal. The Agreement may be extended for additional terms by written agreement of the parties.

ARTICLE FOUR
ADMINISTRATION OF INSTITUTE BUDGET;
COMPENSATION; FEES

4.1. Administration of Institute Budget. Upon receipt of the budgeted funds from Headquarters, the District shall provide funds to Contractor for the Institute as follows:

(a) Confucius Classroom Funds. The District shall provide Contractor with Confucius Classroom funds in the budgeted amount at a time agreed upon by the parties.

(b) Initial Institute Allocation. The District shall provide Contractor with an initial allocation for Institute expenses in an amount equal to \$158,951.66.

(c) Remaining Institute Allocations. Not later than the tenth (10th) day of each successive month of the Term hereunder, Contractor shall submit to the District Superintendent a detailed written report in accordance with paragraph 9.2 hereinbelow and further containing, without limitation, the following:

- (i) a budget summary and status of funds;
- (ii) a statement from Contractor's accountant/bookkeeper including any and all receipts, invoices, and other supporting documentation for all funds expended the previous month;
- (iii) a statement of any and all work or services to be performed in the coming month, with anticipated fees; and
- (iv) anticipated funds needed for all aspects of the Institute programs for the coming month, including, without limitation invoices and bills to be paid by the Institute in the coming month.

(d) District Advance Approval of Institute Expenditures. After review of the report, the District shall allocate and approve monthly funds as determined in the sole discretion of the District. Contractor shall not make prepayments, incur expenses, or otherwise spend Institute funds except to the extent that such expenditures have been approved in advance by the District.

4.2. Contractor's Compensation. Contractor shall be compensated for services performed hereunder in accordance with the price and payment terms set forth in the Institute's annual budget as adopted and approved by the necessary parties in accordance with the Chinese Contracts and as modified from time to time. The initial proposed budget terms are set forth in **Appendix B** ("Cost of Services") and **Appendix C** ("2019/2020 Operating Income Statement") attached hereto. Upon approval in advance by the necessary parties as set forth in the Chinese Contracts, Appendix B and Appendix C, as approved, shall be incorporated by reference as if fully set forth herein, and any and all substitute or successor budget terms shall further be incorporated by reference as if fully set forth herein. The District shall have no obligation to compensate Contractor beyond funds provided and available pursuant to the Chinese Contracts.

4.3. District's Administrative Fee. As consideration for undertaking the obligations contemplated hereunder, the District shall be entitled to an administrative fee equal to ten percent (10%) of all funds provided by Headquarters in accordance with the Chinese Contracts. The balance of any and all cash accounts transferred from the former Confucius Institute at Western Kentucky University shall be included and considered "funds provided by Headquarters" for purposes of calculation of the District's administrative fee. The District's administrative fee shall be due and payable in full immediately upon the District's receipt of budgeted annual funds from Headquarters.

4.4. Provision of Chinese Teachers. As additional consideration, the parties agree that the Institute will annually provide four (4) Chinese instructors to the District to teach at the District's schools, at no cost to the District. The District shall select and be assigned its preferred Chinese instructors prior to such assignment to any other school district by the Institute.

ARTICLE FIVE

INDEPENDENT CONTRACTOR

Contractor shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of the District. Contractor and Contractor's employees and representatives are not to be considered agents or employees of the District for any purpose, and Contractor and Contractor's employees are not entitled to any of the benefits that District provides for employees of the District. The compensation made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor is entitled. The District shall not make any federal or state tax withholdings on behalf of Contractor. The District shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor agrees to indemnify the District for any and all claimed employment costs or contributions made at any time by Contractor or any employee of Contractor, including, without limitation, tax, retirement contribution, social security, overtime

payment, or workers' compensation payment, for work done under this Agreement. Contractor will not represent to be or hold itself out as an employee of the District.

ARTICLE SIX

CONTRACTOR'S EMPLOYEES

6.1. Contractor's Employees. Contractor shall be fully responsible and liable for the acts of Contractor's employees, agents, representatives, assigns, and subcontractors. Nothing contained in this Agreement shall create any contractual relationship between the District and any employee, agent, representative, assignee, or subcontractor of Contractor.

6.2. Compensation of Contractor's Employees. Contractor shall be solely responsible for paying its employees. The Contractor shall be solely responsible for paying all FICA and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, paid holidays, pension, profit-sharing and other benefits for the Contracts and its employees, servants and agents.

ARTICLE SEVEN

INSURANCE; FIDELITY BOND

7.1. Insurance. Contractor shall, at its cost and expense, procure and maintain at all times during the period of performance of this Agreement, for the protection of Contractor and the District, policies of insurance as follows:

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, with a combined personal injury and property damage limit of not less than \$ 1 million per occurrence and not less than \$ 3 million in the aggregate;

(b) Automobile Liability Insurance for each vehicle utilized for any reason by the Institute with a combined personal injury and property damage limit of not less than \$ 1 million per occurrence and not less than \$ 3 million in the aggregate;

(c) Professional Liability, Errors and Omissions Insurance covering all activities hereunder by Contractor, its employees and subcontractors, with minimum limits of \$ 1 million per occurrence.

(d) Workers' Compensation and Employer's Liability Insurance in sufficient amounts pursuant to applicable law to cover the activities of Contractor, its employees and subcontractors hereunder.

7.2 Insurer Requirements. Contractor shall furnish satisfactory proof by one or more certificates that it has the above-mentioned insurance. The insurance shall be provided by an insurance provider acceptable to the District which is qualified to do business in the Commonwealth of Kentucky and maintaining an agent for service of process within the state. All policies of insurance required hereunder, except for the Professional Liability, Errors and Omissions Insurance set forth in 7.1(c) hereinabove, shall include the following as additional insureds: the District, the Board of Education, officers, employees, and agents acting in their capacity as such in conjunction with the performance or implementation of this Agreement. Contractor shall not cancel any insurance policy hereunder without first giving the District ninety (90) days' advance written notice. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

7.3. Contractor's Fidelity Bond. Contractor shall furnish, at Contractor's sole cost and expense, a fidelity bond with a reputable surety company acceptable to the District in the amount of Three Hundred Thousand Dollars (\$300,000.00) conditioned on the faithful performance of Contractor's duties hereunder and protecting the District against the misapplication of Institute funds by Contractor or any employee or subcontractor of Contractor. The terms and conditions of the bond, and the surety thereon, shall be subject to the approval of the District.

ARTICLE EIGHT **BANK ACCOUNTS**

Contractor shall deposit all allocations and revenues from the Institute into a separate account or accounts in a national or state member bank that is a member of the Federal Deposit Insurance Corporation ("FDIC"). Contractor shall not commingle any of the above-described revenues with any funds or other property of Contractor. From the funds deposited in the Institute account(s), Contractor shall pay all items with respect to the Institute for which payment has been approved in advance by the District.

ARTICLE NINE **RECORDS; REPORTS; AUDIT**

9.1. Records. Contractor will keep books, accounts and records that reflect all revenues and all expenditures incurred in connection with the management and operation of the Institute. The books, accounts and records shall be maintained at the principal place of business of the Institute. All such records shall be maintained on a generally-accepted accounting basis and shall be clearly identified. The District reserves the right to examine and audit such books and records, and to make transcripts from them as necessary. Contractor shall allow inspection of all books, accounts, records, work data, documents, proceedings, and activities related to this Agreement at any time upon reasonable request of the District. Upon termination of this

Agreement, Contractor shall deliver forthwith to the District all books, accounts and records pertaining to the Institute.

9.2. Monthly Reports. Contractor shall furnish the District, no later than the tenth (10th) day of the next succeeding month, a detailed statement of all revenues and expenditures for each preceding month, a copy of all invoices, statements, purchase orders and billings received and paid during such preceding month, as well as such other information relating to the operation or management of the Institute that, in the opinion of Contractor, requires the attention of the District. Contractor shall retain for safekeeping and store all original invoices, statements, purchase orders, billings and other documents generated with respect to the Institute.

9.3. Annual Reports. Within thirty (30) days after the end of each calendar year, Contractor shall prepare and deliver to the District a detailed statement of revenues received and expenditures incurred and paid during the calendar year as a result of the operations of the Institute.

9.4. Audit. Contractor, at Contractor's sole cost and expense, shall have an independent third party auditor prepare an annual audit for submission to the District and to Headquarters not later than May 1st of each year. In addition, Contractor shall at all times cooperate with District's auditor and take any action necessary to comply with any request of District's auditor pursuant to said audit.

ARTICLE TEN

TRADEMARKS; INTELLECTUAL PROPERTY

The District retains exclusive ownership of its name, marks, logos, and emblems as its exclusive intellectual property, which may be used by Contractor in relation to the Institute only with the express, written approval in advance by the District.

ARTICLE ELEVEN

TERMINATION

11.1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner any of its obligations hereunder, violates any of the covenants, conditions, or terms of this Agreement, fails to properly account for any and all revenues and/or expenditures, or engages in accounting practices which are not in accordance with generally accepted accounting practices or otherwise fails to meet the standard or standards of care set forth herein, the District may notify Contractor of said failure or default and demand that the same be remedied within five (5) working days. If Contractor fails to timely remedy its failure or default, the District shall have the right to terminate this Agreement without further notice and may avail itself of any

remedy at law or in equity to which it may be entitled. In that event, all finished or unfinished books, accounts, records, work data, documents, proceedings, and other documentation of activities related to this Agreement shall become the property of the District. The Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the Agreement by Contractor, nor shall the District be liable for any costs other than the fees or portions of it specified herein.

11.2. Discretionary Termination. The District may, at any time, terminate this Agreement for any reason, with or without cause, by giving thirty (30) days' written notice of termination.

11.3. Termination Due to Termination of Chinese Contracts. This Agreement shall be terminated immediately in the event that the *Agreement Between Confucius Institute Headquarters of China and Simpson County Board of Education of the United States on the Establishment of the Confucius Institute of Western Kentucky* is terminated for any reason, with or without cause.

11.4. Payment Upon Termination. Upon termination, the Contractor shall be paid the reasonable value for services actually performed through the effective date of termination as set forth and approved in the budget.

ARTICLE TWELVE **INDEMNIFICATION**

12.1. Contractor's Assumption of Risk. Contractor shall perform all duties and obligations hereunder at its own risk. Contractor expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the standards specified in Article 1.3 hereinabove. Where approval by the District or the Institute Board of Advisors is indicated, it is understood to be conceptual approval only, and does not relieve the Contractor of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor, its employees or subcontractors.

12.2. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the District, its agents, officers, and employees, from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, which arise from or are connected with or are caused or claimed to be caused by:

- (i) any act, failure to act, work, or thing done, permitted, or suffered by Contractor, its employees and subcontractors, in accordance with Contractor's services hereunder including, without limitation, all such performance in connection with or incidental to the Institute in any way; (ii)

any act, failure to act, work or thing done, permitted or suffered by the Chinese instructors provided by the Institute; (iii) any loss or damage suffered by a Chinese instructor provided by the Institute hereunder; (iv) any breach or default in the terms of this Agreement; (v) any expenditure made by Contractor and/or the Institute for which Headquarters does not timely provide funds pursuant to the Chinese contracts; (vi) Contractor's receipt and use of Institute funds; (vii) matters related in any way to the employment of employees or subcontractors by Contractor; (viii) any and all tax matters; and (ix) any and all matters for which Contractor has otherwise agreed to indemnify and hold harmless the District herein.

ARTICLE THIRTEEN

NOTICE

Unless otherwise agreed to in writing by the parties, every notice or other communication to be given by either party to the other with respect hereto shall be in writing and served personally or by certified mail, return receipt requested, addressed to:

To District:

Simpson County Board of Education
c/o Superintendent
430 South College Street
Franklin, KY 42134

To Contractor:

Mr. Terrill D. Martin
1316 Angelica Court
Bowling Green, KY 42104

ARTICLE FOURTEEN

MISCELLANEOUS

14.1. Authority. Each of District and Contractor expressly represents and warrants to the other that it is duly organized, validly existing, in good standing, and authorized to enter into this Agreement and that in doing so it is not in violation of the terms or conditions of any contract or other agreement to which it may be a party.

14.2. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and may not be altered, amended, or modified except by writing signed by all parties hereto. Any prior understanding or representation preceding the date of execution of this Agreement shall not be binding upon either party except to the extent incorporated herein.

14.3. Assignment. Contractor shall not assign or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason.

14.4. Headings. The title of the articles and paragraphs throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

14.5. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.6. Waiver. No delay in exercising or omission of the right to exercise any right or power by a party to this Agreement shall impair any such right or power or shall be construed as a waiver of any breach or default or as acquiescence thereto.

14.7. Conflict of Interest. Contractor shall not make or participate in making or in any way attempt to use Contractor's position to influence a governmental decision in Contractor knows or has reason to know Contractor has a financial interest other than the compensation set forth in this Agreement. Contractor represents that Contractor has diligently conducted a review of Contractor's economic interests and has determined that Contractor does not, to the best of Contractor's knowledge, have an economic interest which would conflict with Contractor's duties under this Agreement. Contractor shall not have such a conflicting interest at any time during the term or any renewal of this Agreement. Contractor shall immediately advise the District if Contractor learns of a conflicting economic interest during the term of this Agreement.

14.8. Binding Effect. Each of the covenants and obligations of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors, and assigns.

14.9. Attorney's Fees. In the event the District employs an attorney because of default by Contractor under the terms and conditions of this Agreement, Contractor shall be liable for reasonable attorney fees and other costs or expenses incurred by the District in connection therewith.

14.10. Compliance with Laws. Contractor shall comply with all local, state, and federal laws, rules, regulations, and requirements applicable to the subject matter of this Agreement.

14.11. Third Party Beneficiaries. None of the provisions of this Agreement shall confer rights or benefits as third party beneficiaries or otherwise upon any party that is not expressly a

party to this Agreement, and the provisions of this Agreement shall not be enforceable by any such third party.

14.12. FERPA; KFERPA. Contractor shall at all times consider all student data to be confidential and shall ensure compliance with the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §1232g; 34 CFR Part 99) and the Kentucky Family Educational Rights and Privacy Act (“KFERPA”) (KRS 160.700, *et seq.*)

14.13. Governing Law; Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky, and the proper venue for any dispute arising hereunder shall be the Simpson Circuit Court.

14.14. Draftsmanship. This Agreement has been mutually negotiated and shall not be interpreted against, or in favor of, either party by reason of draftsmanship.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

On behalf of the District:

By: _____
Its: _____

On behalf of Contractor:

BG EDUCATION MANAGEMENT
SOLUTIONS, INC. d/b/a Kentucky
Chinese Language Institute
By: Terrill D. Martin
Its: _____

PERSONAL GUARANTY OF TERRILL D. MARTIN

This personal guaranty is made this the ____ day of _____, 2019, by **TERRILL D. MARTIN**, of 1316 Angelica Court, Bowling Green, Kentucky 42104 (hereinafter referred to as “Guarantor”), to the **SIMPSON COUNTY BOARD OF EDUCATION**, of 430 South College Street, Franklin, Kentucky 42134 (hereinafter referred to as “Obligee”).

WHEREAS, Obligee has entered into an Agreement for Professional Services with BG Education Management Solutions, Inc. d/b/a Kentucky Chinese Language Institute (hereinafter referred to as “Obligor”) for professional services provided by Obligor in the operation of the Confucius Institute of Western Kentucky.

NOW, THEREFORE, in consideration of Obligee’s entering into the above-described Agreement with Obligor, Guarantor agrees as follows:

Guarantor personally guarantees the sufficient and satisfactory performance of Obligor under the above-referenced Agreement pursuant to its terms. If Obligor defaults with respect to its obligations thereunder, Obligee may pursue any remedy at law or in equity against Guarantor that it could pursue against Obligor. Guarantor’s liability under this guaranty shall not be affected by reason of any extension of time of performance granted by Obligee to Obligor. This guaranty shall not be revoked during the term of the Agreement. Notice of acceptance of this guaranty is waived.

IN WITNESS WHEREOF, Guarantor has executed this guaranty on the date indicated above.

TERRILL D. MARTIN, Individually

APPENDIX A
STATEMENT OF WORK

1. **New Teacher Program** – This process is from 7/1/2019 – 6/30/2020, which covers recruiting the teachers, processing their visas, insurance, securing housing, and processing their Kentucky certification process (Process from 7/1 – 10/15/2019). In addition, this is for the management of the teachers, being the main contact for the schools/school districts (Process from 10/15 – 6/30/2019).
2. **2-Week Summer Camp (New Teachers)** – This process is from 7/1 – 7/31/2019, in which all new teachers are brought to Bowling Green, KY to undergo a 2-week professional development and training camp. This includes housing, meals, trainers, management of the program, and transportation of the teachers from the Nashville Airport to BG and to their school districts.
3. **1-Week Summer Camp (Returning Teachers)** – This process is from 7/24 – 7/31/2019 in which returning teachers are brought back to Bowling Green for a refresher course and to re-acclimate them to the American classrooms. This includes housing, meals, trainers, management of the program, and transportation of the teachers from the Nashville Airport to BG and to their school districts.
4. **Fall Professional Development** – Based on the results from their Fall 2019 observations a 2-day professional development session is provided. This includes housing, meals, trainers, management of the program, and transportation of the teachers from their various school districts to BG and to their school districts.
5. **Spring Festival/Chinese New Year & Spring Professional Development** – Based on the results from their Fall 2019 and additional observations a 2-day professional development session is provided. This is in conjunction with the Chinese New Year Festival program. This includes housing, meals, trainers, management of the program, and transportation of the teachers from their various districts to BG and to their school districts.
6. **Confucius Classroom Budgets/Management** – Each classroom receives \$10,000 each year for the advancement of their individual Chinese related programs. This is managed by KCLI and the various schools/districts.
7. **Marketing** - Recruitment for the program is ongoing, which requires brochures, pamphlets and marketing materials. In addition, visits to the school for advancing the program or meeting with constituents is a necessary to keep the partnership headed in a positive direction.

8. **Other Activities/Duties** – In addition to the above duties, these activities will also take place throughout the contract period:
- a. Placement of all teachers including, but not limited to the following:
 - i. Processing/procurement of the DS-2019 (J1 Visa Forms)
 - ii. Procurement of Insurance
 - iii. Housing/Accommodations (in conjunction with the school/districts)
 - b. Engage in signing contracts with the school/districts for the teacher program. In addition, invoices and receiving payments.
 - c. Act as the main contact between the schools/school districts and the institute.
 - d. Manage the activities of the teachers, ensure their class schedules are in accordance with the agreement, and that contract deliverables are being met by both the school/district and the institute.
 - e. Provide site visits of 2-per year, per teacher to meet with the teachers at their teaching sites, provide observation results, and discuss issues or concerns that they are facing.
 - f. Work with various constituents to increase awareness of the program, and find additional partners to collaborate on various programs and initiatives moving the agenda of the institute forward.
 - g. Manage and coordinate community engagement activities, and find ways to reach beyond the classrooms and engage the local communities to share the Chinese language and culture.
 - h. Direct and manage the overall activities of the institute including, but not limited to the following:
 - i. Financial management
 - ii. Staffing & Payroll
 - iii. Reporting to constituents
 - iv. Procurement
 - i. Liaison for communication between Hanban/CI Headquarters, North China Electric Power University and Simpson County Board of Education (“SCBOE”)
 - i. Scheduling and managing board meetings
 - ii. Providing annual financial/operational reporting
 - iii. Reporting activities and teacher related affairs as needed
 - j. Working with Simpson County Board of Education (“SCBOE”) on developing and carrying out activities related to joint programming.
 - k. Developing and preparing marketing materials, including logo design, website management, etc.
 - l. Participating in the annual audit (or as needed for auditing purposes).
 - m. Develop avenues of revenue for both the institute and The Asia Institute, Inc., where feasible.
 - n. Work with WKU to transfer all of the current assets and left over funds to TAIL.

APPENDIX B
COSTS FOR SERVICES

Project	Description	Amount
Office Space	Office space for Bowling Green & Louisville	\$15,000.00
New Teacher Program	Visa Processing (\$150/each * 32) Insurance Processing (\$100/each * 32) Transcript Processing/Degree Certification (\$150*32) Securing Housing (\$150*32) Management / Organization (\$500*32)	\$4,800.00 \$3,200.00 \$4,800.00 \$4,800.00 \$16,000.00
2-Week Summer Camp (New Teachers)	Management / Organization (\$100*2*32) Trainers (5/trainers * 250/per day * 10/days) Housing (\$25/per person * 16/days*32/trainers) Meals (\$25/per person * 10/days*32/trainers) Transportation (\$60/per person *32/trainers)	\$4,400.00 \$12,500.00 \$12,800.00 \$8,000.00 \$1,920.00
1-Week Summer Camp (Returning Teachers)	Management / Organization (\$100*2*18) Trainers (5/trainers * 250/per day * 7/days) Housing (\$25/per person * 8/days*18/trainers) Meals (\$25/per person * 8/days*18/trainers)	\$3,600.00 \$8,750.00 \$3,600.00 \$3,600.00

	Transportation (\$60/per person *18/teachers)	\$1,080.00
Fall Professional Development		
	Management / Organization (\$100*2*42)	\$8,400.00
	Trainers (2/trainers * 500/per day * 2/days)	\$2,000.00
	Housing (\$85/per person * 2/days*42/teachers)	\$7,140.00
	Meals (\$50/per person * 2/days*42/teachers)	\$4,200.00
	Transportation (\$60/per person *32/teachers)	\$2,520.00
Spring Festival & Professional Development		
	Management / Organization (\$100*2*42)	\$8,400.00
	Chinese New Year Dinner Celebration (\$125*150)	\$18,750.00
	Venue (\$1500)	\$1,500.00
	housing (\$85/per person * 2/days*42/teachers)	\$2,000.00
	Housing (\$85/per person * 2/days*42/teachers)	\$7,140.00
	Meals (\$50/per person * 2/days*42/teachers)	\$4,200.00
	Transportation (\$60/per person *42/teachers)	\$2,520.00
Confucius Classrooms		
	Management / Organization (\$1000*16)	\$16,000.00
	St. Francis High School	\$10,000.00
	St. Francis Elementary/Middle School	\$10,000.00
	Butler County	\$10,000.00
	Barren County	\$10,000.00
	Simpson County	\$10,000.00
	Logan County	\$10,000.00
	Field Elementary School	\$10,000.00
	Bowling Green Independent Center	\$10,000.00

	South Middle School	\$10,000.00
	Central City Elementary	\$10,000.00
	Stuart Pepper Middle School	\$10,000.00
	Meade County High School	\$10,000.00
	East Hardin Middle School	\$10,000.00
	Cloverport Independent Schools	\$10,000.00
	Trinity High School	\$10,000.00
	Gatton Academy of Math & Science	\$10,000.00
Marketing		
	Brochures / Pamphlets / Videos (\$25*1000)	\$25,000.00
	Travel to Visit School Districts (100/trips * 140/miles) * \$1.45per mile	\$20,300.00
Total Costs		\$398,920.00

2019/2020 Operating Income Statement

	2019						2020						
	July	August	September	October	November	December	January	February	March	April	May	June	Balance
Revenue													
WKU - Discretionary Funds													\$0.00
WKU - Classroom Funds	\$89,114.25		-\$89,114.25										\$0.00
Confucius Classroom Funds			-\$100,000.00										-\$100,000.00
Hanban			\$398,920.00				\$150,000.00						\$548,920.00
REVENUE - School Billings				\$109,900.00	\$109,900.00								\$219,800.00
WKU - Classroom Teacher (Funds)	\$103,600.00												\$103,600.00
Total Revenue	\$192,714.25	\$0.00	\$209,805.75	\$109,900.00	\$109,900.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$772,320.00
Expenses													
T. Martin Salary	\$9,583.33	\$9,583.33	\$9,583.33	\$9,583.33	\$9,583.33	\$9,583.33	\$9,583.33	\$9,583.33	\$9,583.33	\$9,583.33	\$9,583.33	\$9,583.33	\$115,000.00
Accountant	\$2,916.67	\$2,916.67	\$2,916.67	\$2,916.67	\$2,916.67	\$2,916.67	\$2,916.67	\$2,916.67	\$2,916.67	\$2,916.67	\$2,916.67	\$2,916.67	\$35,000.00
Program Coordinator							\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$21,000.00
Rental Space - BG (8000sqft)	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00
Rental Space - Louisville (AICH)	\$3,000.00						\$3,000.00						\$6,000.00
Program Liability Insurance	\$14,000.00												\$14,000.00
52 Visa Processing	\$52,000.00												\$52,000.00
Teacher Health Insurance	\$31,200.00												\$31,200.00
KY Certification Certificate	\$2,560.00												\$2,560.00
Professor Fees (Portfolios)													\$0.00
China Trip			\$3,000.00			\$6,000.00			\$3,000.00			\$6,000.00	\$18,000.00
Summer Training													\$0.00
Housing	\$15,000.00												\$15,000.00
Meals	\$5,000.00												\$5,000.00
Training Fees	\$7,500.00												\$7,500.00
Observations (Fall)			\$4,500.00	\$4,500.00	\$4,500.00			\$4,500.00	\$4,500.00	\$4,500.00			\$27,000.00
Mileage					\$2,200.00					\$2,200.00			\$4,400.00
Fall Professional Development					\$10,000.00								\$10,000.00
Spring Professional Development/New													
Year Celebration							\$15,000.00						\$15,000.00
Marketing/Visiting/Etc.	\$1,691.67	\$1,500.00	\$1,691.67	\$1,691.67	\$1,691.67	\$1,691.67	\$1,691.67	\$1,691.67	\$1,691.67	\$1,691.67	\$1,691.67	\$1,691.67	\$20,108.33
Pamphlets/Booklets	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$8,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$24,500.00
Simpson Percentage (10%)	\$19,271.43		\$39,892.00				\$15,000.00						\$74,163.43
Events			\$6,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00
WorldFest			\$8,000.00										\$8,000.00
BG International Festival			\$5,000.00										\$5,000.00
Misc.	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00
Total Expenses	\$168,223.09	\$18,500.00	\$85,083.67	\$25,191.67	\$37,391.67	\$33,191.67	\$57,191.67	\$28,691.67	\$31,691.67	\$30,891.67	\$24,191.67	\$30,191.67	\$570,431.76
Net Profit/Loss	\$24,491.16	\$5,991.16	\$130,713.24	\$215,421.58	\$287,929.91	\$254,738.24	\$347,546.58	\$318,854.91	\$287,163.24	\$256,271.58	\$232,079.91	\$201,888.24	\$201,888.24