



CONTRACT FOR RECRUITMENT SERVICES

This Contract (this "Contract") is made effective as of April 20, 2022, by and between Bluegrass Resource Group, 212 East Lexington Street, Harrodsburg, Kentucky 40330, (BRG), and Garrard County Schools Board of Education, 322 West Maple Avenue, Lancaster, KY 40444.

1. DESCRIPTION OF SERVICES. Beginning on April 20, 2022, BRG will provide to Garrard County Schools (GCS) the following services (collectively, the "Services"):

International-trained STEM Teacher:

- a. STEM (Science Technology Engineering Math) teachers will be recruited from overseas.
- b. The teacher will have a Master of Science degree from an accredited university. There will be some advanced degreed teachers who have a terminal degree.
- c. The teacher will have a minimum of two years of experience in teaching.
- d. The teacher will have good command of the English language.
- d. The teacher will have a Teaching Certificate from country of origin.
- e. The teacher will be fully vetted according to Kentucky Board of Education eligibility standards.
- f. The teacher will have cultural assimilation and acculturation training with BRG professional team.
- g. The teacher will be assisted with all necessary supports to help him/her become fully functional in his/her new setting. This includes acquiring a home, a car, social security number, driver's license, bank enrollment, medical insurance enrollment, school enrollment for children, etc.

2. PAYMENT. Payment shall be made to Bluegrass Resource Group at 212 East Lexington Street, Harrodsburg, Kentucky 40330. **GCS agrees to pay BRG as follows:**

a. Recruitment Fee per Teacher:

\$5,000 **upon final selection of teacher candidate**, payable upon receipt of invoice from BRG.

b. Retainer Fee per Teacher:

An annual fee of 5% based on the teacher's annual salary beginning the first year of appointment to be withheld from the teacher's salary and paid annually to BRG each year thereafter for the tenure of the teacher (up to the 3rd to 5th year of the appointment).

c. Eventual Recruitment Fee per Teacher:

The recruitment fee of \$5,000 is to be paid per teacher for each eventual J1 visa cycle of 3-5 year.

d. Eventual Retainer Fee per Teacher:

An annual fee of 5% based on the teacher's annual salary beginning the first year of appointment to be withheld from the teacher's salary and paid annually to BRG each year thereafter for the tenure of the teacher (up to the 3rd to 5th year of the appointment).

3. WARRANTIES. BRG shall provide its services and meet its obligations under this Contract in a timely and manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in BRG's community and region, and will provide a standard of care equal to, or superior

to, care used by service providers similar to BRG on similar projects.

4. TERM. This Contract may be terminated by either party upon 60 days prior written notice to the other party. Each party will honor the terms of any pending prior obligations before termination of contract.

5. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, Youtube, or other social media networks) used or created on behalf of Garrard County Schools are the property of Bluegrass Resource Group.

6. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by BRG in connection with the Services will be the exclusive property of GCS. Upon request, BRG will execute all documents necessary to confirm or perfect the exclusive ownership of GCS to the Work Product.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available/deliver the Services in a time and manner provided for in this Contract.

8. REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation for resolution.

11. CONFIDENTIALITY. brg, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of BRG, or divulge, disclose, or communicate in any manner, any information that is proprietary to GCS, BRG and its employees, agents,

and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, BRG will return to GCS all records, notes, documentation and other items that were used, created, or controlled by BRG during the term of this Contract.

12. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

13. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

15. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Kentucky.

18. SIGNATORIES. This Agreement shall be signed on behalf of GCS by Kevin Stull, Superintendent and on behalf of BRG by Dr. Mego Haralu, Principal Consultant and effective as of the date first above written.

Date: _____
Mr. Kevin Stull
Superintendent
Garrard County Schools
Lancaster, KY, 40444



Date: 04/20/22
Dr. Mego Haralu
Principal Consultant
Bluegrass Resource Group
Harrodsburg, KY 40330