Pre-screening and Teacher Candidate Referral Services Agreement

This Pre-screening and Teacher Candidate Referral Services Agreement is between Jobs Connect USA Staffing Solutions LLC and North Slope Borough School District

JOBS CONNECT USA

YOUR CONNECTION TO SUCCESS

PRE-SCREENING AND CANDIDATE REFERRAL SERVICES AGREEMENT

Between

JOBS CONNECT USA STAFFING SOLUTIONS, LLC
("JCU" or the "Providing Partner")

and

NORTH SLOPE BOROUGH SCHOOL DISTRICT
("NSBSD" or the "Hiring Partner")

Effective Date: The date of the last authorized signature below

1. PARTIES AND PURPOSE

This Pre-Screening and Candidate Referral Services Agreement ("Agreement") is entered into by and between Jobs Connect USA Staffing Solutions, LLC, a recruitment and staffing support company ("JCU"), and North Slope Borough School District ("NSBSD"), a public school district in Alaska. JCU and NSBSD may each be referred to as a "Party" and collectively as the "Parties."

The purpose of this Agreement is to establish the terms under which JCU will provide preliminary screening, document collection and review, candidate assessment, and referral services to assist NSBSD in identifying qualified international educators for potential employment with NSBSD, including candidates who may require H-1B employment visa sponsorship.

This Agreement is intended to supplement NSBSD's existing recruitment and hiring processes. It does not require NSBSD to change its established recruitment procedures.

2. BACKGROUND AND OBJECTIVES

The Parties recognize that international educators may provide valuable instructional expertise, professional experience, and diverse perspectives that can benefit NSBSD students and school communities.

Through this collaboration, the Parties intend to:

1. Expand NSBSD's access to potentially qualified teacher candidates, including international educators who may be difficult to recruit through conventional channels.
2. Provide candidates with an opportunity to be considered for appropriate teaching positions, subject to NSBSD's hiring requirements and applicable laws.

3. Establish clear responsibilities for preliminary screening, candidate referral, employment decisions, credential review, and immigration-related coordination.
4. Define the scope of JCU's services and the compensation payable for completed pre-screening and referral services.
5. Promote timely, transparent communication among JCU, NSBSD, the candidates, and the immigration law firm or other authorized service providers involved in the process.

3. SCOPE OF JCU SERVICES

JCU will provide the following services for candidates referred to NSBSD under this Agreement, as applicable to each candidate's circumstances and the agreed screening process.

3.1 Candidate sourcing and preliminary screening

JCU will identify and conduct preliminary assessments of prospective teacher candidates based on information available at the time of screening, including:

- Educational background and academic qualifications.
- Teaching experience and professional employment history.
- Home-country and United States teaching licenses or other professional credentials, where applicable.
- Résumé or curriculum vitae and other relevant application materials.
- Relevant Immigration documents.
- Preliminary assessment of the candidate's suitability for the teaching opportunities under consideration.
- Preliminary review of information relevant to potential H-1B eligibility, subject to confirmation by qualified immigration counsel.

3.2 Document collection and organization

JCU will assist candidates in collecting, organizing, and preparing relevant documents for review by NSBSD and, where appropriate, the immigration law firm. Documents may include:

- Résumés and employment records.
- Diplomas, transcripts, and academic records.
- Home-country and United States teaching licenses and supporting professional credentials.
- Foreign credential evaluation reports, when required or agreed upon.
- Background-check documents or results, where lawfully obtainable and appropriate.
- Passport and other identity documents.
- Additional supporting immigration documents and records reasonably requested for preliminary screening, employment review, or immigration case assessment.

JCU will use reasonable efforts to identify missing, incomplete, or inconsistent documentation. JCU does not independently guarantee the authenticity of every document issued by a third party or the accuracy of every representation made by a candidate.

3.3 Candidate interviews and preliminary H-1B assessment

JCU may conduct preliminary interviews to evaluate a candidate's teaching background, qualifications, employment history, and general readiness for referral.

JCU may also gather information relevant to a potential H-1B petition and coordinate with the immigration law firm regarding the candidate's documentation.

JCU's preliminary assessment is not a legal determination of H-1B eligibility. Final determinations regarding immigration eligibility, petition strategy, filing requirements, and legal sufficiency must be made by qualified immigration counsel and the appropriate government authorities.

3.4 Credential evaluation and teaching certification assistance

JCU will assist with coordinating foreign credential evaluations when required or agreed upon by the Parties. JCU may also assist candidates in understanding and organizing the documentation needed to apply for Alaska educator certification.

The Alaska Department of Education and Early Development and other authorized entities retain responsibility for applicable certification determinations. JCU does not guarantee that a candidate will receive an Alaska teaching certificate or meet every applicable licensing requirement.

3.5 Background-check coordination

JCU will assist in coordinating the collection or completion of relevant criminal background-check documentation, where applicable and legally permissible.

Any background check conducted or obtained by JCU will be subject to applicable federal and state laws, consent requirements, and the procedures of the relevant provider or government authority. Where a particular background check must be initiated by NSBSD, a government agency, or another authorized entity, JCU's role will be limited to reasonable coordination and assistance.

3.6 Referral and endorsement to the immigration law firm

When JCU completes its agreed preliminary screening and determines that a candidate is suitable for referral based on the available information, JCU may formally endorse the candidate's case to the immigration law firm designated by NSBSD, currently identified as iDream America.

An endorsement will ordinarily include the candidate's available screening information and supporting documentation necessary for the law firm's initial review.

For purposes of this Agreement, a **"Completed Pre-Screening and Endorsement"** occurs when:

1. JCU has completed its agreed preliminary screening of the candidate;
2. JCU has organized the reasonably required supporting documentation available for that screening;
3. JCU has determined that the candidate meets JCU's preliminary referral criteria based on the information reviewed; and
4. JCU has formally transmitted the candidate's case to iDream America, or another immigration law firm designated in writing by NSBSD, for review.

JCU will provide NSBSD with reasonable confirmation of the endorsement, such as an email or referral record identifying the candidate and the date of transmission.

The immigration law firm's subsequent acceptance, rejection, or recommendation regarding the case is separate from JCU's completion of its services.

3.7 Communication and reporting

JCU will participate in reasonable virtual meetings and provide updates to NSBSD and the immigration law firm concerning candidate screening, documentation status, outstanding requirements, and referral progress.

The Parties will identify appropriate contacts for routine communication and will make reasonable efforts to respond to requests for information in a timely manner.

4. RESPONSIBILITIES OF NSBSD

NSBSD retains exclusive authority over its employment decisions and will be responsible for the following:

4.1 Interviews and hiring decisions

- Conduct interviews and any additional assessments it considers necessary.
- Determine whether a candidate meets NSBSD's employment standards, staffing needs, and applicable requirements.
- Make all final hiring, selection, and rejection decisions.
- Issue written job offers or employment contracts to candidates selected for employment.
- Establish job assignments, work locations, duties, start dates, and other employment terms.

A candidate's referral or endorsement by JCU does not constitute an offer of employment or a guarantee of selection by NSBSD.

4.2 Compensation and employee benefits

NSBSD will establish and provide compensation in accordance with its applicable salary schedules, employment policies, collective bargaining obligations, and relevant laws.

NSBSD will determine the salary applicable to each teacher based on the teacher's accepted qualifications, experience, education, certification, and the District's governing compensation rules.

NSBSD will administer employee benefits, including medical, vision, dental, retirement, or other applicable benefits, in accordance with the District's eligibility rules, benefit plans, and applicable laws.

4.3 Employment onboarding and school requirements

NSBSD will provide selected candidates with applicable onboarding instructions, employment policies, work expectations, and other information necessary to begin employment.

NSBSD will coordinate any background checks, fingerprinting, employment verifications, or other requirements that must be initiated or completed by the District or another authorized entity.

4.4 Immigration counsel and H-1B petition

NSBSD will designate or approve the immigration law firm responsible for evaluating and preparing any H-1B petition associated with a candidate's proposed employment.

NSBSD and its immigration counsel will determine the appropriate immigration strategy, confirm the requirements applicable to each case, and decide whether to proceed with an H-1B filing.

NSBSD will be responsible for providing the immigration law firm with the employer information, job details, supporting documentation, and other materials required from the District.

4.5 Immigration-related costs

Unless otherwise agreed in a separate written agreement, NSBSD will be responsible for the employer-side H-1B petition and employment-related immigration expenses that NSBSD has agreed to pay, including applicable USCIS filing fees, premium processing fees if elected or required, immigration attorney fees, and other authorized government or third-party charges associated with the petition.

The Parties acknowledge that the allocation of any particular government fee or other immigration expense must comply with applicable law. Any cost that legally must be borne by the employer will not be shifted to a teacher contrary to applicable law.

The **JCU service fee under Section 6 is a separate contractual payment** for JCU's completed pre-screening and endorsement services. It is not a USCIS fee, attorney fee, or government filing charge.

JCU will not incur third-party expenses on NSBSD's behalf without NSBSD's prior authorization, and NSBSD will not be responsible for unauthorized expenses.

5. INDEPENDENT ROLES AND LIMITATIONS

5.1 JCU is not the employer

JCU provides recruitment support, preliminary screening, document coordination, and candidate referral services. JCU does not employ candidates on behalf of NSBSD and does not control NSBSD's hiring decisions, salary determinations, classroom assignments, or supervision of teachers employed by the District.

Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency relationship between the Parties beyond the limited service arrangement expressly described herein.

5.2 JCU is not immigration counsel or a visa sponsor

JCU is not acting as an immigration law firm and does not provide legal advice under this Agreement. JCU also does not act as a designated J-1 exchange visitor program sponsor by virtue of this Agreement.

Any H-1B petition or other immigration filing will be subject to the applicable laws, the review and advice of qualified immigration counsel, and decisions by the relevant government authorities.

5.3 No guarantee of hiring or immigration approval

JCU will use reasonable professional care in performing the agreed screening services. However, JCU does not guarantee:

- That NSBSD will hire or retain a referred candidate.
- That a candidate will receive Alaska educator certification or satisfy every District employment requirement.
- That a candidate's documents will be accepted by a credential evaluator, licensing authority, or government agency.
- That an H-1B petition, change of status, visa, or other immigration benefit will be approved.
- That a candidate will remain available, accept an offer, or proceed with the immigration process.

NSBSD acknowledges that the ultimate employment and immigration outcomes depend on factors outside JCU's control.

6. SERVICE FEE AND PAYMENT TERMS

6.1 JCU service fee

In consideration for JCU's services, NSBSD agrees to pay JCU a fee of **Three Thousand Dollars ($3,000.00) for each candidate for whom JCU completes the pre-screening and endorsement process described in Section 3.6.**

The fee applies separately to each candidate whose case meets the contractual definition of Completed Pre-Screening and Endorsement.

6.2 When the fee is earned

The JCU service fee is earned when JCU completes the pre-screening and formally endorses the candidate's case to iDream America or another immigration law firm designated in writing by NSBSD, as described in Section 3.6.

JCU will provide NSBSD with written confirmation of the endorsement and an invoice for the applicable fee.

The fee is payable **within thirty (30) calendar days after the date of the invoice**, provided that the invoice identifies the candidate and the completed endorsement.

The Parties expressly acknowledge that the fee compensates JCU for the pre-screening and endorsement services already performed, not for a guaranteed hiring or immigration result.

6.3 No contingency on hiring or immigration outcome

Once the fee has been earned under Section 6.2, payment is not contingent upon:

- Whether the candidate decides to withdraw from the process after endorsement.
- Whether an H-1B petition or other immigration application is filed, approved, denied, delayed, or withdrawn.

Accordingly, a subsequent decision by NSBSD, a candidate, the immigration law firm, USCIS, or another government authority not to proceed with or approve the case will not, by itself, cancel the earned fee.

6.4 No duplicate fee

The $3,000 fee is payable once for each candidate for whom JCU completes the pre-screening and endorsement process. No additional fee will be charged for the same completed screening and endorsement unless the Parties expressly agree to additional services and fees in a separate written agreement.

6.5 Payment method

NSBSD will pay invoices by bank deposit, wire transfer, or another payment method mutually agreed upon in writing.

JCU will provide verified payment instructions through an appropriate business communication channel. Any change in payment instructions must be confirmed through a reliable verification process by authorized representatives of both Parties.

6.6 Invoicing and records

JCU will maintain reasonable records of completed pre-screening and endorsement services and the corresponding invoices. Upon reasonable request, JCU will provide documentation sufficient to verify the date and completion of the services for which payment is requested.

The Parties will work in good faith to resolve any billing dispute. Any undisputed portion of an invoice will remain payable according to the payment terms above.

7. CONFIDENTIALITY AND CANDIDATE INFORMATION

Each Party will use reasonable safeguards to protect confidential business information and candidate information received from the other Party.

Candidate records may include educational records, employment history, passport information, background-check information, and immigration documents. Each Party agrees to:

1. Use candidate information only for purposes reasonably related to screening, recruitment, employment consideration, credential review, or authorized immigration processing.
2. Limit access to individuals who reasonably need the information for those purposes.
3. Use secure methods to transmit and store sensitive documents.
4. Obtain candidate consent or authorization where required by applicable law.
5. Avoid unnecessary disclosure or retention of sensitive information.
6. Notify the other Party within a reasonable time after becoming aware of a material unauthorized disclosure involving information received under this Agreement, subject to applicable law.

Neither Party will disclose the other Party's confidential business information to an unrelated third party without authorization, except where disclosure is required by law or reasonably necessary to perform the services contemplated by this Agreement.

These obligations will survive termination for as long as the information remains protected under applicable law or qualifies as confidential information under this Agreement.

8. COMPLIANCE WITH APPLICABLE LAWS

Each Party will comply with the federal, state, and local laws applicable to its own activities under this Agreement.

The Parties will cooperate in good faith to support lawful recruitment, employment, credential verification, background-check procedures, and immigration-related processes.

Nothing in this Agreement authorizes either Party to engage in unlawful discrimination, misrepresent a candidate's qualifications, improperly disclose protected information, or circumvent applicable employment, licensing, immigration, or fee-allocation requirements.

Each Party remains responsible for the legal obligations applicable to its own role.

9. REPRESENTATIONS AND RESPONSIBILITIES REGARDING DOCUMENTS

JCU will use reasonable efforts to review candidate-provided documents for completeness and apparent consistency during preliminary screening. However, JCU is not a government verification agency and cannot guarantee the authenticity, accuracy, or legal sufficiency of documents issued or supplied by candidates or third parties.

Candidates remain responsible for the accuracy and completeness of the information they provide. NSBSD and its designated immigration counsel may independently verify documents and request additional information before making employment or immigration decisions.

If JCU becomes aware of a material discrepancy in a candidate's documents or representations during the screening process, JCU will communicate that information to NSBSD or the appropriate authorized reviewer within a reasonable time, subject to applicable law and confidentiality obligations.

10. LIABILITY AND ALLOCATION OF RESPONSIBILITY

Each Party is responsible for its own acts and omissions, including the acts and omissions of its employees or authorized representatives, to the extent provided by applicable law.

JCU will not be responsible for employment decisions made by NSBSD, legal advice provided by immigration counsel, credential determinations made by licensing or evaluation authorities, or decisions made by USCIS or other government agencies.

NSBSD remains responsible for its hiring decisions, employment terms, workplace supervision, and employer obligations. The immigration law firm remains responsible for the legal services it undertakes under its separate engagement.

Nothing in this Agreement excludes or limits liability to the extent such exclusion or limitation is prohibited by applicable law. No indemnification obligation is created unless the Parties expressly agree to it in a separate written provision reviewed by their respective legal counsel.

11. TERM, TERMINATION, AND MODIFICATION

11.1 Effective date and term

This Agreement becomes effective on the date of the last signature by an authorized representative of the Parties and will remain in effect until terminated in accordance with this Section.

11.2 Termination

Either Party may terminate this Agreement by providing thirty (30) calendar days' written notice to the other Party.

Either Party may terminate this Agreement sooner by written notice if the other Party materially breaches the Agreement and fails to remedy the breach within fifteen (15) calendar days after receiving written notice describing the breach, where the breach is capable of remedy.

Termination will not affect fees already earned for completed pre-screening and endorsement services before the effective date of termination. NSBSD will remain responsible for paying outstanding, properly invoiced fees earned before termination.

For any candidate whose screening is incomplete when termination becomes effective, no fee will be due under this Agreement unless the Parties separately agree in writing to payment for partially completed services or JCU completes the applicable pre-screening and endorsement requirements before termination takes effect.

11.3 Modification

Any amendment or modification to this Agreement must be in writing and signed by authorized representatives of both Parties.

11.4 Survival

Provisions concerning fees already earned, confidentiality, records, liability, and any other obligations that by their nature should continue will survive termination to the extent permitted by law.

12. NOTICES AND COMMUNICATIONS

Formal notices under this Agreement must be sent in writing to the representatives or contact details listed below, or to updated contact details provided by written notice.

Routine operational communications, including candidate updates and endorsement confirmations, may be sent by email.

Providing Partner: Jobs Connect USA Staffing Solutions, LLC

Representative: Jonathan M. Tupas, M.D.
Title: Founder & Chief Executive Officer
Address: 14805 Bowers Court, Upper Marlboro, MD 20774
Telephone: (505) 387-2135
Email: jonathantupasceo@jobsconnectusa.com

Hiring Partner: North Slope Borough School District

Representative: Dr. Bobby Bolen
Title: Director of Human Resources
Address: 829 Aivik Street, Utqiaġvik, AK 99723
Telephone: (907) 852-9500
Email: Bobby.Bolen@nsbsd.org

The Parties should verify the current names, titles, addresses, and email addresses of their authorized representatives before execution.

13. GOVERNING LAW AND DISPUTE RESOLUTION

The Parties will first attempt to resolve disputes arising out of this Agreement through good-faith discussions between their authorized representatives.

If a dispute cannot be resolved informally, the Parties may pursue any remedies available under applicable law. Any governing-law, jurisdiction, venue, or dispute-resolution provision must be consistent with applicable Alaska law and any legal requirements governing NSBSD as a public school district.

The Parties should obtain legal review before inserting a governing-law or venue provision, including consideration of any applicable governmental immunities, public-contracting requirements, and restrictions on dispute-resolution clauses.

14. ENTIRE AGREEMENT AND GENERAL PROVISIONS

This Agreement represents the Parties' understanding concerning the pre-screening and candidate referral services described herein and supersedes prior discussions or understandings concerning those services to the extent they are inconsistent with this Agreement.

If any provision is determined to be unenforceable, the remaining provisions will remain effective to the extent permitted by law.

Neither Party may assign this Agreement without the other Party's prior written consent, except as otherwise permitted by applicable law.

This Agreement may be executed in counterparts and by electronic signature to the extent permitted by applicable law and NSBSD's contracting procedures.

Nothing in this Agreement obligates NSBSD to hire any candidate, guarantees an immigration outcome, or requires either Party to continue the relationship beyond the term stated herein.

15. SIGNATURES

By signing below, the Parties acknowledge that they have read and understood this Agreement and agree to its terms, subject to any required internal approvals and applicable law.

JOBS CONNECT USA STAFFING SOLUTIONS, LLC

By: _____

Name: Jonathan M. Tupas, M.D.

Title: Founder & Chief Executive Officer

Date: _____

NORTH SLOPE BOROUGH SCHOOL DISTRICT

By: _____

Name: Dr. Bobby Bolen

Title: Director of Human Resources

Date: _____



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