

RECRUITMENT AGREEMENT

This AGREEMENT is entered into by and between HIREFOX LLC, with business address located at 266 Anthony Way, Forsyth, MO 65653, represented herein by Jethro Limson, in his capacity as Chief Executive Officer (hereinafter "Recruitment Agency"), and _____, represented herein by _____, in their capacity as _____, with business address located at _____ (hereinafter "School District").

RECITALS:

1. Recruitment Agency is a Missouri corporation organized as a provider of professional teachers (hereinafter as "Teachers") for school districts in the United States
2. School District is a public-school institution which needs Teachers to teach in their respective school districts in the United States
3. Teachers are foreign nationals who desire to be employed in the United States and serve the School District in the United States. To work in the US, School District acknowledges that Teacher must obtain a valid employment-based visa or work permits.
4. Now therefore, in consideration of the foregoing and the mutual promises and considerations set forth herein, the parties agree as follows:
5. **CONDITIONS.** This Agreement shall take effect upon receipt date of one party of the signed copy of the Agreement from the other party.
6. **Recruitment AGENCY'S OBLIGATIONS AND DUTIES.** Recruitment Agency shall provide highly qualified Teachers to School District based on the latter's needs.
 - a. **Initial Screening.** Upon receipt of the School District's Recruitment needs, Recruitment Agency shall be primarily responsible in gathering, accepting, validating, and reviewing the Teachers' qualifications and supporting documentation in support of the immigration applications. Only highly qualified Teachers' credentials will be forwarded to the School District for consideration. For this purpose, the Recruitment Agency shall be given a maximum of Thirty (30) calendar days from receipt of Recruitment needs from the School District to provide candidates for consideration.
 - b. **Job Interviews and Job Offers.** At the option of the School District, Teachers may be scheduled for interview directly by the School District or with the assistance of the Recruitment Agency. Recruitment Agency will coordinate directly with the School District as to the successful Teachers who will be given Job Offers
 - c. **Endorsement of Teachers to the Legal Team.** In coordination with the School District, Recruitment Agency will endorse the qualified Teachers who were offered jobs or employment to the immigration law office for visa processing. Once endorsed, the School District may directly coordinate with the law office for efficiency and convenience purposes on matters involving visa processing. In this purpose, the School District may enter into a separate retainership agreement with the law office.
 - d. **Formal Endorsement of Teachers to School District.** Upon arrival of the Teachers in the US or upon approval of the Teachers' work visas or work permits, while lawfully present in the US, Recruitment Agency will formally endorse the Teachers to the School District by ensuring that the Teachers arrive safely at the School District's place of employment.

e. **Termination of Obligations and Responsibility.** The obligations and responsibilities of the Recruitment Agency to a particular Teacher shall end in any of the following:

- i. When the Teacher changes or loses their original immigration status (e.g., H1B to another visa type) with the knowledge and/or approval of the School District
- ii. The Teacher becomes a legal permanent resident of the US, or
- iii. The Teacher is terminated by the School District and the Teacher is at fault.
- iv. When the Teacher's initial H1B Visa has expired.

7. SCHOOL DISTRICT'S OBLIGATIONS AND DUTIES.

a. **Final Job Interviews and Job Offers.** The School District shall be responsible in the final selection of applicant-Teachers and shall be solely responsible in deciding whose application will be endorsed for visa processing. The School District may require additional documentation, processes, and/or information from the Teachers to carry out this purpose. The School District may offer a formal employment contract ("Job Offers") directly to the successful Teachers applicants.

b. **Endorsement of Teachers to the Law Office.** To avoid confusion, the list of qualified Teachers or any additional needs shall be communicated directly to the Recruitment Agency, which may then coordinate with the immigration law office for visa processing. The School District will coordinate directly with the law office as to their documentary or information requirements needed for visa processing.

c. **Deployment.** Upon arrival and acceptance of the Teachers at the School District's place of employment, the School District shall be solely responsible in placing or deploying the Teacher to their respective work assignments as specified in immigration documents.

d. **Filipino Teachers Repatriation Insurance while on H1B status.** To protect the School District from incurring repatriation expenses in the event of a Filipino Teachers' death, the School District shall ensure that the Teachers have a valid repatriation insurance from a reputable insurance provider from the Philippines while the Teachers are on H1B status. The School District may ask the Teachers to pay for the insurance premiums (about \$150/year). This is not applicable for non-Filipino Teachers.

e. **Compliance with State and Federal rules and laws.** The School District shall ensure compliance with the State and Federal laws, rules, and regulations (e.g., taxation, employment, etc.) and shall provide a safe working environment. For immigration purposes, the School District shall ensure compliance with the terms and conditions as specified in immigration documents (e.g., prevailing wages, place of employment, etc.)

f. **Immigration Processing Times.** School District understands that processing times are outside the control of the Recruitment Agency and are influenced by several factors including but not limited caseload at the US Citizenship and Immigration Services (USCIS) offices, Department of Labor (DOL), the National Visa Center (NVC) and/or the US Embassies abroad

g. **Payment of H1B Immigration-related Fees and J1 Program Fees .** The School District shall be responsible in paying for the Immigration processing and attorney's fees.

h. **Payment of Placement Fees and Schedule of Payment.** The School District shall not be responsible to pay placement fees to the Recruitment Agency. In the event that the Teacher fails to arrive at the School District, the Recruitment Agency will perform its best effort to find a

replacement for such Teacher. The Recruitment Agency will be responsible for the payment of immigration-related expenses for the replacement.

- i. **Payment of Immigration-related and Placement Fees in the Event of No-Show of Teachers at the Place of Employment.** The School District shall not be responsible to pay placement fees to the Recruitment Agency in the event that the Teacher fails to show at the place of employment of the School District. In this case, the Recruitment Agency will perform its best effort to find a replacement for such a Teacher. In the same manner, the Recruitment Agency will be responsible for the payment of immigration-related expenses for the replacement.

IMMIGRATION-RELATED FEES AND COSTS:

Fees	Amount	Remarks
Petition for Alien Worker (H1B)	\$460	USCIS filing fee
Fraud Prevention Fee	\$500	USCIS processing fee
Premium Processing (optional)	\$2,805	USCIS premium processing (optional)
Overseas Employment Certificate	\$200	Department of Migrant Workers (Philippines)
Legal / Attorney's Fees	\$2500	Legal team handling visa applications
Total Fees	\$6,465	

FEE OPTIONS

Please indicate your selection by affixing your initials next to the fee option you wish to proceed with.

Option A: School District Covers All Fees

Initials: _____

- **Total Fees: \$6,465.00**

School district will cover all required costs, including USCIS filing fees, Overseas Employment Certificate (OEC) expenses, and legal fees.

Option B: School District Covers All Except Premium Processing

Initials: _____

- **Total Fees: \$3,660.00**

The School District covers all costs except for the optional premium processing fee.

8. **WAIVER.** Waiver of any provisions of this Agreement must be evidenced by a signed document to be valid, and any one waiver shall not be deemed or constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

9. **NOTICE.** All notices, requests, demands, and other communication under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered or if received electronically, (ii) the next business day after delivery by overnight courier, telegram or facsimile (with receipt confirmed), or (iii) the fifth business day after mailing if mailed by first-class, mail, postage paid, to the parties at their address set forth below, or such other address designated from time to time in writing by such party to all other parties.
10. **AMENDMENT.** The provisions of this Agreement may be waived, altered, amended, or repealed in whole or in part only upon the written and signed acknowledgment of both the School District and Attorney either in hardcopy or electronically.
11. **FURTHER ACTS.** Each party agrees to perform any further acts and execute and deliver any document which may be necessary or desirable to carry out the purpose and intent of this Agreement.
12. **GOOD FAITH CLAUSE.** The parties to this Agreement shall, in exercising their respective rights and complying with their respective obligations under this Agreement, at all times exercise fairness and act in good faith.
13. **SEVERABILITY.** The provision of this Agreement is severable. This means that if one or more provisions of this Agreement are found to be void or unenforceable for any reason, the remaining provisions of this Agreement will still apply.
14. **EFFECTIVITY AND TERMINATION OF THIS AGREEMENT; AUTOMATIC RENEWAL UNLESS TERMINATED IN WRITING.** This Agreement shall take effect upon receipt date of one party of the signed copy of the Agreement from the other party and shall be valid for one year thereafter. Thereafter, the Agreement shall be automatically renewed in one (1) year increments unless terminated in writing and served upon the other party. The termination date shall be the date as specified in Section 9. Notice hereof.

HIREFOX:

Print: J Jethro Limson (HireFox Chief Executive Officer)

Sign: _____ Date: _____

SCHOOL DISTRICT:

Print: _____ Title: _____

Sign: _____ Date: _____

PLEASE READ THIS CAREFULLY:

This Agreement is a formal legal contract for Recruitment services. It protects both parties and is intended to prevent misunderstandings. DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT THOROUGHLY AND ARE SURE YOU UNDERSTAND ITS TERMS. If you do not understand the terms or if it does not contain all the agreements discussed, please call our attention and be sure this written Agreement contains all terms you believe are in effect between us. You have an absolute right to discuss this Agreement with an independent counsel (or any other advisor) before entering into this agreement, and we encourage you to do so.