



2023

PARTICIPANT AGREEMENT



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PARTICIPANT AGREEMENT

The International TeachAlliance Program (the “Program”) by Educational Services, Inc. (“ESI” or “ITA-ESI”), an Arizona corporation, offers international teachers the opportunity to participate in a cultural exchange program in the United States, while learning valuable professional skills, improving English language capability, and learning about the culture and history of the U.S. At the same time, each school that hosts exchange teachers through the Program will see their students’ worldview expanded as they interact with a teacher from another part of the world.

In consideration of the mutual benefits the participant (“I” or the “Participant”) will receive through participation in the Program, and ESI will receive from the participation of the Participant in the Program, the parties hereby agree to the following terms and policies (the “Agreement”):

1.- Program Terms and Conditions: I acknowledge that I have read the Program’s Handbook, distributed to me and available on ITA-ESI’s website (the “Handbook”), and acknowledge it may be updated or amended. I acknowledge that the rules, standards, instructions, practices, terms and conditions in the Handbook (the “Program Rules”) are incorporated into this Agreement by reference and shall be considered part of this Agreement.

2.- Fees and Expenses: I acknowledge that I have read, understand, and will pay when due, those fees and expenses, as set forth in the Handbook. I agree to complete the Budget Exercise (as defined in the Handbook) prior to participating in the Program, in order to calculate my expected income and expenses.

3.- Standard of Conduct: I will comply with all ITA-ESI requirements, including the Program Rules. I understand that failure to follow the Program Rules, including, but not limited to, those matters listed in Appendix B, may result in my termination from the Program, requiring an immediate return to my home country at my expense. If dismissed from the Program for failure to comply with the Program Rules, I understand that I will not receive a refund of any kind. Additionally, I understand that my participation in the Program may be terminated if ITA-ESI, in their sole discretion, determines that my conduct in any way undermines the Program interests, or is incompatible with the safety, welfare or learning environment of the host school where I am teaching or the students that I am teaching.

4.- Compliance with Laws: I understand and acknowledge that participating in the Program is conditioned on my compliance with the laws, regulations, ordinances, and rules of the federal, state, and local governments having jurisdiction over my host community. I commit to comply with all such laws. I further agree to release, indemnify, and hold ITA-ESI harmless from and against all causes of action, claims, complaints, proceedings or judgments, and resulting fines, penalties, liabilities, judgments, losses, costs, injuries, and damages of every kind, and expenses, including without limitation, legal fees, to the extent they are directly or indirectly caused by, result from, or relate to any of my own actions or conduct whether intentional or negligent. I further understand and acknowledge ITA-ESI has no obligation to represent me or hire representation on my behalf for any legal action brought against me, if any, while participating in this program.

5.- No Offer of Permanent Employment or Immigration Status: I understand and acknowledge that participating in the Program is temporary in both employment and immigration status, as described herein, and I am not relying on any representation whether express or implied by ITA-ESI or any of its agents that this opportunity will result in gaining permanent employment through ITA-ESI or any adjustment of immigration status.

6.- Release of Materials to Host Schools: I authorize and consent that ITA-ESI release my application, supporting documentation, and education records to my host institution(s) (to appropriate officials within these educational institutions), as needed to administer my participation in the Program. I reserve my right to request identification of any such records shared, including when and to whom.

7.- Confidential Information: I understand that, during the period of my participation in the Program, I may be exposed to confidential and proprietary information of ITA-ESI that is not generally known to the public in general or to competitors of ITA-ESI relating to its business, finances, services or products. I agree to hold all such information in confidence and will not divulge or disclose any such confidential information to a third party or use for any purpose without ITA-ESI's express and written permission.

8.- Consent to Communications: I understand that while I participate in the Program, I will receive ongoing communication from ITA-ESI, both in preparation for, and through the duration of, my participation in the Program. I understand important Program information may be sent via email and/or text messages, and I consent to receiving this messaging.

9.- Use of Likeness: I understand that ITA-ESI may occasionally use statements made by the Participant and/or the Participant's photographs, recorded audio, or recorded video for marketing purposes on its website, social media platforms or printed materials. I consent to such use of my statements, photographs, recorded audio and/or recorded video.

10.- Travel Documents: I understand that obtaining a passport, the proper J-1 visa and any other required travel documents is my sole responsibility. I understand that ITA-ESI retains the absolute right to reject my application or dismiss me from the Program after acceptance, if I am unable to confirm that I possess all appropriate travel documents. In addition, because it is my responsibility to travel legally and possess all necessary travel documents, I will not hold ITA-ESI responsible at any time relating to my dismissal from the Program for insufficient travel documents including costs and expenses associated with my dismissal. By offering participation in Program, or processing my application, ITA-ESI is making no representations (verbally or through actions) relative to immigration issues, inclusive of passport or visa issues. I understand that the inability to obtain these visas and other documents does not constitute grounds for a refund or waiving of any program fees.

11.- Waiver and Release: I release, waive, discharge and agree to hold harmless ITA-ESI and their officers, directors, employees and agents from any loss or liability in any way relating thereto. I unconditionally release ITA-ESI from any claims for damage, injury, loss, or expense of any nature resulting from events beyond its control, including but not limited to acts of God, war, strikes, crime, terrorism, sickness or quarantine, government restrictions or regulations. This release also applies to any losses arising from any act, or omission, by any provider, host institution, company or individual. In no event shall ITA-ESI be liable for any indirect, punitive, exemplary, incidental, consequential, or special damages regardless of the theory of law or equity upon which such claim may be asserted.

12.- Governing Law and Jurisdiction: Any action or suit brought relating to this Agreement or my participation in the Program must be commenced and maintained in the appropriate state court of Arizona, located in Maricopa County, Arizona or a Federal district court located in Maricopa County, Arizona, as applicable. The Participant and ITA-ESI (each individually, a “Party” and collectively, the “Parties”) irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in any such court and agree that Arizona law applies irrespective of any conflict of laws analysis. In the event either Party to this Agreement institutes an action or other proceedings to enforce any rights arising under this Agreement, the Party prevailing in such action or other proceeding will be paid all reasonable costs and attorneys' fees by the other party. Such fees to be set by the court and not by a jury and to be included in any judgment or award entered in such proceeding.

13.- Waiver of Jury Trial: EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

14.- Severability: In the event any provision in this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

15.- Official Language: The Parties hereto agree that English is the governing language of this Agreement. This English version may be translated into another language for the convenience of the Parties. The Parties agree that if there were any discrepancy or controversy regarding the interpretation, content, or meaning of any of the provisions of this Agreement, the English version shall prevail.



PARTICIPANT AGREEMENT CERTIFICATION

I certify that all of the information I have provided on my program application is true and accurate to the best of my knowledge and I agree to inform ITA-ESI as soon as I learn of any error or change to this information. I understand that any misrepresentation, irrespective of whether innocent or intentional may result in the rejection of my application and dismissal from the Program, irrespective of whether the Program commenced or not. I acknowledge that, in making its acceptance decision, ITA-ESI may rely on the information that I have provided. I have read and agree, through my signature below, that all terms and agreements in my application, including but not limited to this Agreement, together with any additional policies adopted by ITA-ESI and applicable during the tenure of the Program for which I am applying, are agreeable, are understandable and, this acknowledgment forms a legal and binding obligation/contract.

This Agreement is hereby executed by the undersigned Participant on _____
Date (mm/dd/yyyy)

Participant Name Date of Birth Participant Signature

This Agreement is hereby executed by ITA-ESI on _____
Date (mm/dd/yyyy)

Representing International TeachAlliance by Educational Services, Inc.;

ITA-ESI Representative Name Title



APPENDIX A

Program Orientation Handbook

The Handbook, as it may be updated or amended can be downloaded from ITA-ESI applicant portal.

Link to Program Orientation Handbook

<https://iagusa.info/Documents/Program-Orientation-Handbook.pdf>



APPENDIX B

Participant Commitment

Participant understands and commits to following the Program Rules, including, but not limited to the following:

1. Cultural Exchange

Participant commits to

1. Represent their country as an ambassador to promote cross-cultural exchange and mutual understanding between their country and the United States.
2. Coordinate and participate in a minimum of two cross-cultural activities per academic year and report the activities to ITA-ESI through the *Cultural Activities Report*, including;
3. An activity for the classroom, host school or district, or the host community to give an overview of Participant's culture (including history, traditions, heritage, economy, educational system) of their home country; if placed at an international school, Participant commits to conduct at least one cross-cultural activity per academic year outside of their host school in nearby schools or communities where international opportunities may be more limited.
4. An activity that involves U.S. student communication with schools or students in another country, preferably in Participant's home school.



APPENDIX B

Participant Commitment

Participant understands and commits to following the Program Rules, including, but not limited to the following:

2.Host School

Participant commits to

- 1.Participate in the full cultural exchange program at their host school during the time period offered and agreed upon in the Employment Agreement.
- 2.Share their professional experience and techniques from their home country with their colleagues and supervisors, and further commits to developing enhanced professional skills and learning new educational techniques by collaborating with teachers and school administrators in their host school.
- 3.Teach no less than 35 hours per week. Participant understands that their host school is counting on them to arrive on time, teach to the very best of their ability by using instructional time effectively, and maintain a stimulating learning environment.
- 4.Work cooperatively with administration, teachers, and staff to best meet the educational needs of the student population.
- 5.Consider the differences in students' abilities and learning speeds and utilize a variety of teaching methods to address those varying needs.
- 6.Use problem-solving skills and critical thinking to modify instruction for students not performing appropriately with grade-level materials.
- 7.Use current research relevant to instructional strategies in most effectively organizing classroom activities.
- 8.Follow the policies and procedures of the host school and district.
- 9.Help students develop positive self-concepts, strong life skills, and positive habits of mind.
- 10.Support and implement school programs to promote positive student behavior.
- 11.Manage disruptive behavior while promoting physical and social well-being.
- 12.Demonstrate sensitivity to the needs and feelings of students, and demonstrate caring, warmth, generosity, and friendliness towards their students and school community.



APPENDIX B

Participant Commitment

Participant understands and commits to following the Program Rules, including, but not limited to the following:

3. Visa Program Requirements	<p><u>Participant commits to</u></p> <ol style="list-style-type: none">1. Apply for a J-1 visa for the Teacher program following the steps indicated in the Participant Handbook and on their local embassy or consulate's website.2. Pay visa application and SEVIS fees before they attend their visa interview and the Participant understands that, in case of visa denial or cancellation, the visa application and SEVIS fees are non-refundable.3. Attend the 45-hour university training program arranged by ITA-ESI, facilitated by Northern Arizona University, and any other professional development courses as offered and deemed necessary by ITA-ESI.4. Provide proof of insurance to ITA-ESI.5. Read and be aware of any insurance policy exclusions, which may include maternal health and pregnancy, self-inflicted injuries, etc.6. Apply for a Social Security Number after their arrival in the United States and understands that they must inform their host school finance officer of this number, as soon as their Social Security card arrives.7. Apply and pay for a Program Extension through ITA-ESI and the Department of State if Participant wants to extend their program beyond the initial three-year period and Participant understands that the Department of State may deny their program extension request, and the extension application fees are non-refundable.
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APPENDIX B

Participant Commitment

Participant understands and commits to following the Program Rules, including, but not limited to the following:

4. Housing and Transportation

Participant commits to:

1. Submit an Arrival Report (as defined in the Handbook) to ITA-ESI to confirm their safe arrival and report their housing address, within 7 days of arrival in the United States.
2. Provide ITA-ESI accurate and up-to-date host school and housing address and report to ITA-ESI any address, phone number, and/or email address change within 10 days of any change.
3. Participate only in authorized employment that has been approved by the J-1 visa and ITA-ESI.
4. Securing housing that meets with local codes and ordinances for safety and health.

Participant understands that:

1. Participant is responsible for securing long-term housing in their host community and reliable transportation between their housing and host school; if Participant needs support with securing housing and transportation options, they will seek support from their host school or ITA-ESI's Support Services Team at support@iagusa.org.
2. If Participant decides to drive, they must obtain a state driver's license by applying through their state's Department of Motor Vehicles (or similar governmental agency).
3. If Participant purchases a car, they must purchase car insurance that meets their state's minimum standards and local laws



APPENDIX B

Participant Commitment

Participant understands and commits to following the Program Rules, including, but not limited to the following:

5. Program Fees

Participant commits to:

1. Participant is responsible for any direct costs to participate in the Program, including visa application (\$160) and SEVIS fees (\$220), transcript evaluation fees (estimated at \$250), travel to the United States and to their host school district, housing deposit fees, transportation to school, and living expenses.
2. Participant's income may not cover their total expenses.
3. Participant should have at least \$4,000 - \$6,500 (USD) available when Participant arrives in the United States for settling in costs, including transportation to their host school, housing deposits, food, and other personal expenses until Participant receives their first paycheck.