

AMENDMENT TO TEACHING SERVICES AGREEMENT

THIS AMENDMENT TO TEACHING SERVICE AGREEMENT (“Amendment”) is made and entered into effective June 17th, 2024, by and between the Bibb County School District (“School District”) and Intalage Inc. (“Intalage”), a Georgia corporation.

WITNESSETH:

WHEREAS, Intalage and School District are parties to that certain Teaching Services Agreement dated effective June 17, 2021 (the “Agreement”; capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement), pursuant to which Intalage provides the services of certified foreign teachers to perform educational instruction for the School District;

WHEREAS, both parties wish to enter into this Amendment to renew the Agreement through the 2026-2027 School Year, address an outstanding issue, and otherwise ratify and confirm all provisions of the Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Teachers Currently on Expiring J-1 Visas. School District is retaining the services of fourteen Teachers whose J-1 visa extensions were denied, which Section 3(c) (“exclusivity”) of the Agreement would prohibit and is against the mission of the Exchange Visitor Program. School District agrees that it will compensate Intalage an amount equivalent to one year’s Administrative Fee for each such teacher retained by School District. The parties agree that Intalage shall have no obligations or responsibilities (under the Agreement or otherwise) for or to said fourteen Teachers (including without limitation any obligation to assist in obtaining H-1B visa sponsorship for said Teachers). School District acknowledges that this is out of the ordinary and, going forward, shall cooperate in obtaining J-1 visa extensions for all Teachers and will use its best efforts to fulfill the purpose of the J-1 program as to all Teachers placed under this Agreement.

2. Term. The “Renewal Term” of the Agreement shall be from the date hereof until the end of School District’s 2026-2027 school year (if no end date is currently set, such date shall be deemed to be June 30, 2027). At Intalage’s option, the Agreement may be renewed for another three-year term (a second “Renewal Term”). All references to the “Term” of the Agreement shall include the Initial Term and any applicable Renewal Term(s). The Agreement shall terminate at the conclusion of the Term, unless sooner terminated in accordance with the terms of the Agreement and/or Georgia law.

3. Ratification of Agreement. Intalage and School District hereby ratify and confirm all of the terms and provisions of the Agreement and agree that the Agreement remains in full force and effect without any modification, except as set forth herein.

4. Miscellaneous. This Amendment shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to the conflict of laws provisions thereto. This Amendment is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns. In the event of any inconsistency or conflict between the terms of this Amendment and of the Agreement, the terms of this Amendment shall control. This Amendment, together with the Agreement, contains the sole and entire agreement of the parties hereto with respect to the subject matter hereof, and no prior or contemporaneous oral or written representations or agreements between the parties (other than the Agreement) relating to the subject matter hereof shall have any legal effect. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself. The parties hereto acknowledge and agree that for the convenience of the parties, signatures delivered via facsimile or electronic transmission via PDF shall be deemed original signatures for all purposes under this Amendment.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Amendment to Teaching Services Agreement effective as of the date set forth on the first page hereof.

“Intalage”

INTALAGE INC.

“School District”

BIBB COUNTY SCHOOL DISTRICT

By: _____
G. Nasreen Haque, its President

By: _____