

AGREEMENT

AGREEMENT made effective as of the 1st day of July 2021 by and between UNION COUNTY EDUCATIONAL SERVICES COMMISSION (the “District”), having its administrative offices at 45 Cardinal Drive, Westfield, NJ 07090 and EI US, LLC dba LearnWell (the “Company”), formerly Education, Inc., having its office at 2 Main Street, Suite 2A, Plymouth, MA 02360.

In consideration of the mutual covenants and conditions contained in this Agreement, the District and the Company hereby agree as follows:

1. **Retention**: The District hereby agree to retain the Company and the Company agrees to provide the District with its services consisting of any of the following upon the terms and conditions herein set forth: The District hereby agree to retain the Company and the Company agrees to provide the District with Academic Tutoring Services during the 2021-2022 school year.

2. **Term**: This Agreement will be for services provided July 1, 2021 – June 30, 2022 inclusive, unless terminated early as provided in this Agreement. It is understood that the District are under no obligation to renew this Agreement upon its expiration.

3. **Compensation**: See Exhibit A attached:

4. **Independent Contractor**: The Company is retained by the District only for the purposes and to the extent set forth in this Agreement, and its relation to the District shall, during the period of its retention and services hereunder, be solely that of an independent contractor. The compensation being paid pursuant to this Agreement shall not be subject to withholding taxes or other employment taxes required with respect to compensation paid by the District to an employee. The Company shall observe all requirements imposed by any laws upon corporations. The District, if required by Federal or State requirements, will submit a Form 1099, at year-end to the Federal government and to Company if having a gross income exceeding \$600, which thereupon will be reported for income tax purposes. Neither the Company nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, social security, New Jersey Worker’s Compensation, unemployment insurance, New Jersey State Retirement System benefits, health or dental insurance, or malpractice insurance, or the like. With regard to employees of the Company the Company alone shall be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.

5. **Indemnification**: The Company hereby indemnifies the District with respect to all claims, charges, costs and expenses arising out of the negligence of the Company, its agents, or employees, or with respect to the Company’s breach of its obligations. The Company shall defend (with counsel selected by the District and reasonably approved by the Company), indemnify, and hold harmless the District, and its agents, members, representatives and employees from any and all claims, costs, expenses (including, but not limited to, attorney fees) related, directly or indirectly, to this indemnity.

6. **Expenses**: The Company will pay all expenses incurred by it in connection with the performance of his duties hereunder, including but not limited to automobile and/or travel expenses.

7. **Required Records**: The Company shall provide services and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements of the New Jersey Education Department, New Jersey State Department of Labor and District policies and procedures in force during the term of this Agreement. All student records, logs, etc., will be the property of the Company and will be considered mandated records. Company shall provide the District with a copy of any reports, testing, evaluations, or observations that are prepared in connection with the services provided by the Company under this Agreement.

8. **Confidentiality**: The Company shall maintain the confidentiality of student records in accordance with HIPAA or any other applicable federal laws and regulations.

9. **Review of Company Records**: In compliance with HIPAA, the District shall have the right to examine any or all records or accounts maintained by the Company in connection with this Agreement.

10. **Insurance:** The Company shall provide the District with a certificate of liability insurance naming the District as an additional insured with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate upon execution of this Agreement. The Company shall notify the District in writing ten (10) days prior to any lapse in liability coverage. The absence of liability coverage during the term of this Agreement may result in immediate termination of this Agreement.

11. **Employer's Authority:** The Company represents and warrants that it will observe and comply with the policies, rules and regulations of the Company (and shall cause its employees to do the same), including, but not limited to, the Company Code of Conduct, performance of its duties, and to carry out and perform orders, directions and policies advised from the District.

12. **Termination:** This Agreement shall be terminated upon the occurrence of any of the following events:
(a) Immediately upon the breach by the Company of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees.

(b) Automatically upon the filing of a Petition in Bankruptcy by the Company

(c) Upon thirty days (30) notice by either the District or the Company to the other, together with the reason for said early termination. Termination under this provision will only be permissible upon a showing that the reason cited is not arbitrary or capricious.

Upon termination of this Agreement, the Company shall be entitled to receive only the compensation accrued and unpaid as of the date of termination and shall not be entitled to any additional compensation.

13. **Notices:** Any notices required or permitted to be given under the terms of this Agreement shall be sufficient in writing and if personally delivered or sent by registered or certified mail to the parties at the following addresses:

To the Company:

LearnWell
2 Main Street, Suite 2A
Plymouth, MA 02360

To the District:

Union County Educational Services Commission
45 Cardinal Drive
Westfield, NJ 07090

14. **Entire Agreement:** This instrument contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations by and between the parties.

15. **Modification:** This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

16. **Third-Party Beneficiaries:** There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.

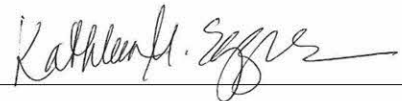
17. **Negotiated Agreement:** This is a negotiated Agreement, and this Agreement shall not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date and year first above written.

By: _____

Authorized Representative
Union County Educational Services Commission

By: _____



Authorized Representative
EI US, LLC dba LearnWell

Exhibit A

1. **Compensation:** The District agrees to compensate the Company at the rate of thirty-two dollars and fifty cents (\$32.50) per hour for up to five (5) hours per week for General Education students and for up to ten (10) hours per week for Special Education students, on academic school days unless otherwise specified by the District. Such compensation shall be paid within thirty (30) days of receipt and approval by the District of invoices (in form and substance satisfactory to the District) from the Company with respect to performance of such services.
2. **Absence Policy:** Our policy is to ensure all students that are cleared and capable of being seen in class sessions, are seen with 95% accountability.
3. **Authority:** Each of the signatories represents that he/she is authorized to execute this Agreement and to bind the District on whose behalf he/she has signed to its terms. The Company further represents that its representative has the authority to sign and bind the Company to its terms.
4. **Exhibit:** This Exhibit A is enforceable as against the Company and District only by virtue of its incorporation by reference in the Agreement between the Company and the District and is subject to all of the terms contained in such Agreement, including the termination provisions therein. This Exhibit A does not itself create any legally binding obligations on the Company or the District independent of the Agreement in which it is incorporated by reference.