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AGREEMENT

AGREEMENT made effective as of the 1 day of July 2018 by and between WARREN COUNTY SCHOOL DISTRICT (the "District"), having its administrative offices at 6820 Market street, Russell, PA 16345 and El US, LLC dba LeamWell Services (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 2018-2019 school year.

2. Term: This Agreement will be for services provided July 1, 2018 — June 30, 2019 inclusive, unless terminated early as provided in this Agreement. It is understood that the District is under no obligation to renew this Agreement upon its expiration.

3. Compensation: See Exhibit A attached, which is incorporated herein and made a part of this Agreement by reference.

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, Pennsylvania Worker's Compensation, unemployment insurance, Pennsylvania 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: To the fullest extent permitted by law, the Company shall defend, release, indemnify and hold harmless the District and the District's officers, directors, board members, employees, agents and representatives from any and all claims, injuries, liabilities, damages, losses, causes of action, suits or any other rights that may inure to the Company as a result of and/or in relation to (i) the performance of the contracted services addressed by this Agreement; (ii) the violation of any local, state, or federal law, regulation, or ordinance by the Company or any Company employee; (iii) the violation of any District policy, rule, procedure, or regulation by the Company or any Company employee; (iv) any negligent, reckless, or willful act or omission by the Company or any Company employee; or (v) the violation of any provision of this Agreement by the Company or any Company employee; or (vi) the violation of the separately executed FERPA Confidentiality Agreement (referenced in Section 8 of the Agreement) by the Company or any Company employee. This provision shall include the Company's payment of any and all expense, legal or otherwise, incurred by the District in the defense of any such claim or the

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enforcement of this provision. This provision, and the obligations that it imposes on the Company, shall survive the termination of this Agreement.

To the fullest extent permitted by law, the District shall defend, release, indemnify and hold harmless the Company and the Company's officers, directors, board members, employees, agents and representatives from any and all claims, injuries, liabilities, damages, losses, causes of action, suits or any other rights that may inure to the District as a result of and/or in relation to (i) the performance of the contracted services addressed by this Agreement; (ii) the violation of any local, state, or federal law, regulation, or ordinance by the District or any District employee; (iii) the violation of any Company policy, rule, procedure, or regulation by the District or any District employee; (iv) any negligent, reckless, or willful act or omission by the District or any District employee; or (v) the violation of any provision of this Agreement by the District or any District employee; or (vi) the violation of the separately executed FERPA Confidentiality Agreement (referenced in Section 8 of the Agreement) by the District or any District employee. This provision shall include the District's payment of any and all expense, legal or otherwise, incurred by the Company in the defense of any such claim or the enforcement of this provision. This provision, and the obligations that it imposes on the District, shall survive the termination of this Agreement.

6. Expenses: The Company will pay all expenses incurred by it or its employees 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 Pennsylvania Education Department, Pennsylvania 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 promptly provide the District with a copy of any and all reports, testing, evaluations, observations, or any other records 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 FERPA, HIPAA or any other applicable federal laws and regulations. This provision, and the obligations that it imposes on the Company, shall survive the termination of this Agreement. The Company agrees to sign a separate FERPA Confidentiality Agreement in the form provided by the District.

9. Review of Company Records: The District shall have the right to examine, and obtain copies of, 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, procedures, and regulations of the District (and shall cause its employees to do the same).

12. Clearances, Employment History Reviews, and Child Abuse Training. The Company shall provide proof of compliance with all applicable requirements of 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, *et. seq.* and 23 Pa.C.S.A. §6301, *et. seq.* for any Company employee who will have direct contact children.

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13. No Assignment. Neither this Agreement, nor any of the Company's rights or obligations hereunder, may be assigned to any other party without the prior written consent of the District.

14. 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) For convenience, upon thirty days (30) notice by either the District or the Company to the other.

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

15. 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 Services
PO Box 3345
Plymouth, MA 02361-3345

To the District:

Warren County School District
c/o Superintendent
6820 Market Street
Russell, PA 16345

16. Choice of Law & Forum. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions) and the decisions of the Pennsylvania courts. The Company further acknowledges and agrees that exclusive jurisdiction and venue to settle any dispute and/or controversy of whatever nature arising out of or relating to this Agreement shall be with the United States District Court for the Western District of Pennsylvania, the Warren County Court of Common Pleas, or the Court of District Judge having jurisdiction over Russell, Pennsylvania. The Company irrevocably agrees to submit to the jurisdiction and venue of said Courts and irrevocably agrees to waive any defense or objection that the Company may otherwise have with respect to the same.

17. 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.

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18. 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 modification of this Agreement must be approved by the District's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act. 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.

19. 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.

20. 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.

21. Savings Clause. All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto.

Additionally, any court construing this Agreement is expressly granted the authority to, and requested to, revise any invalid or unenforceable section, sentence, or provision of this Agreement in order to render the same enforceable and then to enforce the revised section, sentence, or provision against the parties hereto as if the invalid section, sentence, or provision had never been inserted.

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

ATTEST

WARREN COUNTY SCHOOL DISTRICT

Secretary, Board of School Directors

President, Board of School Directors

By:



Authorized Representative
E1 US, LLC

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Exhibit A

1. Compensation: The District agrees to compensate the Company at the rate of forty' dollars (\$40.00) per hour for up to ten (10) hours per week. 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.