

## AGREEMENT

AGREEMENT made effective as of the 1st day of July 2024 by and between **Ogdensburg City School District** (the "District"), having its administrative offices at **1100 State Street, St. Lawrence, New York 13669** and **EI US, LLC d/b/a 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 agrees 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 agrees to retain the Company and the Company agrees to provide the District with **VIRTUAL TEACHING Services** during the 2024-2025 school year.

2. **Term**: This Agreement will be for services provided July 1, 2024 through June 30, 2025, 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:

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 York Worker's Compensation**, unemployment insurance, **New York State Retirement System** benefits, health insurance, dental insurance, 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 its duties hereunder.

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 York Education**

Department and **New York** 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 any other applicable federal laws and regulations.

9. **Review of Company Records:** 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 insurance coverage. The absence of liability insurance 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 by 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) written 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:**

EI US, LLC d/b/a LearnWell  
2 Main Street, Suite 2A  
Plymouth, MA 02360

**To the District:**

**Ogdensburg City School District**  
**1100 State Street**  
**St. Lawrence, New York 13669**

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 both parties. 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 District Representative  
Ogdensburg City School District

By:  \_\_\_\_\_

Kathleen Egger, CEO  
EI US, LLC dba LearnWell

## Exhibit A

1. **Compensation:** The District agrees to compensate the Company at the rate of \$72.00 per hour for the number of hours requested through “Homebound Instruction Request Form” found at <https://learnwelleducation.com/student-form/>.
2. Billing will commence on day one (1) of the first VIRTUAL TEACHING session. If a session has started and the student refuses to do work, the district will still be billed. 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.
3. **Cancellation Policy:** LearnWell must be notified 8-hours in advance by either the district or student if they want to cancel the session without being charged.
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.