

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered for the **2026-2027 School Year** by and between the Pennridge School District, a Second Class School District of the Commonwealth of Pennsylvania (the "District") and **LearnWell**, an independent contractor (the "Contractor")

WITNESSETH:

WHEREAS, the District desires to retain the services of the Contractor, and the contractor desires to render services to the District upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby promise and agree as follows:

I. SERVICES: The District hereby retains the Contractor and the Contractor hereby agrees to render services upon the terms and conditions hereinafter set forth and as further described in the specifications, purchase order or quotation attached as Exhibit A.

II. TERM: Subject to the provisions for termination as hereinafter provided, the term of this Agreement, as amended from time to time, will be for **the 2026-2027 School Year**.

III. POSITION: The Contractor shall provide the services set forth in Exhibit A for the District. Contractor will operate within the policies of the District, as amended from time to time, and the goals, policies and procedures now or at some date established or approved by the District/Administration. Contractor shall maintain a current Child Abuse History Clearance as provided by the Pennsylvania Department of Public Welfare and will provide a satisfactory criminal history background check to the District for each individual engaged by Contractor to provide services who will come in direct contact with children, including Contractor (if an individual).

IV. OTHER EMPLOYMENT: The Contractor shall devote such reasonable time as shall be needed to render such services. The District acknowledges that the Contractor may, during the term of the Agreement, be engaged in other business activity and may be engaged in rendering the same or similar services to other organizations.

V. COMPENSATION: The Contractor's compensation for all services to be rendered under this Agreement shall be a set fee agreed upon between the parties, as follows: **See Exhibit A for Student #** 2027-07. Any conflict between the provision of this Agreement and Exhibit "A" shall be resolved in favor of this Agreement.

VI. RESERVATION OF RIGHTS/TERMINATION: Unless expressly waived or modified herein, the District reserves all rights conferred upon it by law, whether express or implied. Without limiting the foregoing, the District shall have the right to terminate this Agreement at any time for its convenience or for cause. In the event the District terminates this agreement pursuant to this Paragraph VI, Contractor shall be

entitled to all reasonably earned fees. The District shall receive a pro-rata refund of any prepaid, unearned fees.

VII. ILLEGAL COMPENSATION: The Contractor acknowledges and agrees that Contractor shall not accept or receive, directly or indirectly, any bribes, kickbacks, donations, loans, commissions, or other payments regardless of form whether in money, property or services, in connection with this Agreement and, further, Contractor shall not allow anyone under Contractor's supervision or employment to receive, directly or indirectly, any bribes, kickbacks, donations, loans, commissions, or other payments regardless of form whether in money, property or services, in connection with this Agreement. All compensation to the Contractor relating to any business transaction, in which the District is involved, shall be paid by the District only.

VIII. RELATIONSHIP: Nothing in the Agreement shall be considered to create the relationship of employer and employee between the parties hereto and the Contractor shall be deemed at all times an independent contractor.

IX. SECURITY: Contractor will abide by the District's policies and procedures to keep the District's facilities and property free from damage. Contractor will observe all safety rules of the District as well as those of state and federal authorities.

X. CONFIDENTIALITY: Contractor acknowledges that this Agreement creates a relationship of confidence and trust on the part of Contractor for the benefit of the District. During the term of this Agreement, Contractor may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information of the District, including but not limited to education records under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g et seq. and/or protected health information under the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, and acknowledges that the District would not have entered into this Agreement unless it were assured that all confidential information would be held in confidence by Contractor and for the sole benefit of the District. During the term of this Agreement and at all times thereafter, Contractor will keep all of such confidential information in confidence and will not disclose any of the same to any other person, except the Contractor's personnel who are entitled thereto and other persons designated in writing by the District. Contractor will not cause, suffer or permit the confidential information to be used for the gain or benefit of any party other than the District or for Contractor's personal gain or benefit outside the scope of the Contractor's engagement by the District hereunder. The Contractor shall take all reasonable action that the District deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the District's interests in such confidential information.

XI. COMPLIANCE WITH POLICY/LAW: Contractor shall comply with all policies, procedures and regulations of the District as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Contractor, the District shall notify Contractor of the request and Contractor shall

provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Law.

XII. INDEMNITY: Contractor hereby agrees to indemnify, defend and hold harmless the District from and against any and all claims, suits, damages and liability of any kind arising as a result of or caused by the negligence, recklessness, or intentional acts or omissions of Contractor, its agents, officers, employees or contractors and/or the breach by Contractor of any of its obligations hereunder.

XIII. NOTICE: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and sent by Registered Mail or delivered: (i) to the residence or office of the Contractor, as stated in Exhibit A; and (ii) to the District at the administrative offices of the District at 1200 N. Fifth St., Perkasie, PA 18944.

XIV. WAIVER: The Waiver by the District of a breach of any provisions of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XV. BINDING EFFECT: The Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns, but shall not be assignable by the Contractor without the prior written consent of the District.

XVI. ENTIRE AGREEMENT: This Agreement shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties hereto. No modifications shall be binding unless stated in writing and signed by both parties hereto with the approval of the Board of Directors of the District.

XVII. GOVERNING LAW: This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, each intending to be legally bound.

DISTRICT

CONTRACTOR

PENNRIDGE SCHOOL DISTRICT

LearnWell

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

LearnWell

Date: 9/15/2026

To: Debbie Bradley

Fax Number/Email: dbradley@pennridge.org

From: Stacy Connolly, sconolly@learnwelleducation.com

File Number: Ref-538296

A student from your district has been admitted to a medical facility we partner with to provide educational services. Following this cover page is a one page agreement that must be signed and returned.

At the bottom of this page is additional information you may find helpful.

If you have any questions, please contact our office and someone will gladly assist you.

We look forward to working with both your school district and students.

Sincerely,



Kathleen Egger
VP Teaching Operations
ph: 508-732-9101

PROCEDURE: Students assigned to LearnWell receive direct instruction and continuous administrative support. Instructors are assigned within 24 hours of our company's notification of the requirement for services. For each student served, LearnWell makes its best effort to obtain the student's individual course work from his or her school, complete the assignments with the student in a classroom setting, and return the course work to the student's school system to ensure the student remains up to date with their academics. A session report for each class session with the student is completed to document the details of the session and can be provided to the district at any point in time, upon request.

BILLING: LearnWell submits an invoice to the school system, on a weekly or monthly basis (depending on preference), and payment is expected within 30 days of receipt of invoice.

COMMITMENT: *THERE IS NO REQUIRED MINIMUM COMMITMENT FROM YOUR SCHOOL SYSTEM.* LearnWell will work with one student or one hundred students. We work in conjunction with any existing instructors and only provide services to those students assigned to our program. We will accept any preexisting assignments, or handle all issues, for which schools feel our support would be beneficial to the students.



TO: Ernest Johnson

INSTRUCTION FOR: 2027-07 -

ADMISSION DATE: 8/31/2026

SERVICES TO BEGIN: 9/14/2026

LOCATION: Brooke Glen Behavioral Hospital

INSTRUCTION (hrs/wk): 10

File Number: Ref-538296

Additional Notes:

LearnWell will provide direct instruction and administrative support based on the student's curriculum and/or IEP. LearnWell warrants that all personnel providing direct instruction to students have had criminal background and child welfare checks and do not have criminal records such as would disqualify them to be employed in PA public schools.

LearnWell will perform the following specific actions to support your student:

1. 10 hours of educational services per week, delivered individually or in a classroom setting, by a certified teacher who is a direct employee of LearnWell
2. Ongoing communication via phone, fax, or e mail, with the applicable school officer to receive, complete and return the student's school work.
3. A Session Report that documents details of each teaching session (i.e. length of session, goals, student's attitude, etc.) will accompany all invoices, upon request.

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.

Your signature below authorizes instruction to the student named above at the rate of \$64.65 per hour of instruction. Each hour of instruction delivered in any setting requires administrative and preparation time, and LearnWell bills an additional 33% for those services (i.e., each 3 hours of teaching generates one (1) hour of admin/prep time cost).

APPROVAL SIGNATURE: _____

PRINT NAME: _____

.....
AFTER SIGNING, PLEASE RETURN THIS PAGE VIA FAX (508-732-9998) or EMAIL
(intel@learnwelleducation.com).



Academics Hospital Instruction Form

Child's Name

Date of Birth

Home Address

Number

Street

Apt/Suite

City

Zip

Guardian printed name

Relationship to child

am the legal guardian of child noted above.

Parent Guardian email

and telephone

Child is in

Grade

grade and attends

Pennridge H.S.

In

Pennridge

School

School District

Please contact

Name

Phone

Email

CHILD HAS IEP

YES ☒NO ☐

ABSENCES THIS SCHOOL YEAR

I request and authorize LearnWell to obtain and exchange academic information with the Local Education Agency (LEA), Colonial School District for in-person academics and/or virtual academics. Additionally, I authorize LearnWell to communicate with child's legal guardian, school district, and staff at the location where child is receiving treatment to potentially coordinate and provide additional academics and counseling. I also authorize disclosure of behavioral health treatment hospitalization dates and projected and date (discharge) for receiving in-person and/or virtual academics during hospitalization.

This authorization will expire on 08/31/27 (If not indicated, authorization will expire 1 yr from signature date)

9/1/2026

Date

Patient's Signature (required for ages 14 and older)

Date

Legal Guardian Signature

Relationship

VERBAL CONSENT

Legal Guardian Name

Relationship

Staff receiving verbal consent signature

Date

Time

Physician Statement

Child was admitted on 08/31/26 for diagnosis and/or treatment Behavioral Health Treatment to:

Brooks Glen Behavioral Hospital, 7170 Blythe Avenue, Washington, PA 19034 (215) 641-5300

The anticipated discharge date is currently 09/03/26 (date of anticipated discharge from education service)

Physician Signature

This authorization is intended to allow LearnWell to release information, both written and verbal, to the extent necessary to provide the best interest of the patient. This release of information demonstrates compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy of Individually Identifiable Health Information (Privacy Standards), 45 CFR 160 and 164, and the Pennsylvania Protection of Privacy Act, 58 Pa.C.S. 601. You have the right to revoke this authorization, by written request, at any time. The information released in response to this authorization. Once the above information is disclosed, it may be subject to redaction by the receiving entity in accordance with federal regulations. LearnWellEducation.com 508.732.9101 2 Main Street, Suite 2A, Plymouth, MA 01901