

ATTACHMENT #3 - December 5, 2023

AGREEMENT

AGREEMENT made effective as of the September 14th, 2023 by and between Warwick School District (the "District"), having its administrative offices at 301 West Orange Street Lititz, Pennsylvania 17543 and Ring Management LLC (the "Company*"), having its office at 1526 Mulberry Street Scranton, Pennsylvania 18510.

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 2023-2024 school year.

2. **Term:** This Agreement will be for services provided beginning September 14th, 2023 through July 1st, 2024 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:** Minimum three (3) hours daily at a rate of \$38.00 USD. The district may request additional hours at the same rate.

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, state Worker's Compensation, unemployment insurance, 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 its 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 State Education Department, District policies and procedures and Department of Labor 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. **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.

11. **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 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.

12. **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:

Ring Management LLC
1526 Mulberry Street
Scranton, Pennsylvania 18510

To the District:

Warwick School District
Business Office
301 West Orange Street
Lititz, Pennsylvania 17543

13. **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.

14. **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.

WARWICK SCHOOL DISTRICT

By: _____

Dr. April M. Hershey, Superintendent
Authorized Representative

By: _____

Authorized Representative
Ring Management, LLC