

EDUCATION SERVICES AGREEMENT

This Education Services Agreement (herein "Agreement") is entered into as of this 25 day of September, 2025, by and between the Township of Union Public Schools ("School") and Educere, a Pennsylvania Limited Liability Company ("Educere").

Educere facilitates access to virtual education programs and courses ("Programs"), and other educational services, offered by participating universities, colleges, high schools and other education organizations ("Participating Education Providers"). The School wishes to engage Educere to deliver its Program to the School's students ("Students"), and Educere wishes to accept such engagement. Therefore, the School and Educere, intending to be legally bound hereby agree as follows:

COSTS: Educere will be compensated on a per Student per Program basis. The cost of a Program ("Fee") may vary. The Fee must be paid in full or a Purchase Order must be provided connected with the enrollment of a Student in any Program. The Fee reflects the cost to access the Program only. Fees will be returned if Programs are not available. Required Program textbooks and materials ("Materials") are additional costs and must be ordered separately through independent and unaffiliated book distributors, unless other wise noted on the Program description. Educere is not responsible for ordering or delivering Materials for Students.

FINANCIAL AID: Federal Higher Education Student Assistance programs are not accepted for Programs offered through Educere.

INDEPENDENT CONTRACTORS: The parties to this Agreement understand and recognize that the relationship constitutes that of an independent contractor and not an employment arrangement.

MINIMUM REGISTRANTS: School is not required to enroll a minimum number of students in Program.

PARTICIPATING EDUCATION PROVIDERS/INDEMNIFICATION: The School understands Participating Education Providers are independent contractors and are neither agents nor employees of Educere. Educere does not retain review authority over Participating Education Providers while Students are attending Programs. Educere is not responsible for grades received by individual students in Programs offered by Participating Education Providers. The School agrees to hold Educere harmless for any and all actions engaged in by Participating Education Providers while they are providing Programs and other education services to Students.

PROGRAM IMPLEMENTATION: School and Educere will use commercially reasonable efforts to implement the Program. Complete courses are intended for Original Credit, Abbreviated are intended for Credit Recovery/Failure Make-up and Partial, or parts of, courses can be provided on a weekly basis for Home Instruction or suspension needs.

PROGRAM PROMOTION: Educere will provide School with promotional materials describing the Program ("Promotional Material"), including a website listing of the

Programs, Program Fees, Program descriptions, and application and registration forms. Promotional Material may be updated from time to time. The School will provide Promotional Material to Students.

RECORD RELEASE CONSENT: The School will accept the Educere application form executed by the Student's parent/guardian as permission for Educere, the Educere Personal Learning Coach™ ("PLC"), and Participating Education Providers to access the Student's education record in connection with Program registration, completion, and validation of credits.

REFUNDS: Refunds for Programs follow the individual Program withdraw and/or refund policy of each Participating Education Provider, and will vary for each Participating Education Provider. To withdraw a Student from a Program the School must follow the notification process required by each Participating Education Provider, as well as immediately notify the PLC assigned to the School by email. Educere will coordinate the refund process with each Participating Education Provider and forward the appropriate refund directly to the appropriate party.

REGISTRATION: The School agrees that Students have the necessary computer capabilities and competency to register for a Program. To register for a Program, the Educere application form and the registration form required by the Participating Education Provider offering the Program must be completed and signed by the Student and the Student's parent/guardian, as applicable.

SEAT AVAILABILITY: The School understands that Educere cannot guarantee that seats in Programs, or other educational services, will be available at a Participating Education Provider and that Program offerings are subject to change without notice.

TECHNOLOGY ACCESS: The School agrees to provide Students with adequate access to the technological resources necessary for a Student to participate in a Program.

TERM: This Agreement will become effective upon approval by Educere and School. The initial term of this Agreement will be until June 30, 2026. Thereafter, this Agreement will continue on an annual basis until one of the party's petitions the other party in writing to end the Agreement.

TRANSFERING COLLEGE CREDITS: The School understands that individual colleges have their own policy as it relates to accepting credits from other colleges. The acceptance of credits of one college by another college will vary from college to college.

ASSIGNMENT: Either party may assign this Agreement without prior written consent of the other party.

CONTROVERSIES OR DISPUTES: Any controversy or dispute that arises between the School and Educere pursuant to this Agreement shall be governed and construed as required by law.

EMPLOYMENT PRACTICES: Educere does not discriminate on the basis of race, color, creed, religion, sex, ancestry, national origin, or social or economic status, either

in employment practices or in the provision of benefits or services to Students or employees.

ENTIRE AGREEMENT: This writing evidences the entire Agreement between the School and Educere, there are no prior written or oral promises or representations incorporated herein. This Agreement may be executed in any number of counterparts, each of which will be given full effect under this Agreement.

MODIFICATON OF TERMS: No amendment or modification of the terms of this Agreement shall be binding unless reduced to writing and signed by an authorized representative of the School and Educere.

NOTICES: Any notices or communication under this Agreement shall be in writing and shall be deemed delivered to the party receiving such communication at the address specified below on the delivery date.

If to Educere:

Educere, LLC
455 Pennsylvania Avenue, Suite 140
Fort Washington, PA 19034
Fax 215-283-9766
jamesdaily@educere.net
Attn: James Daily

If to School:

Address 2350 North Third Street
Union, NJ 07083
Fax 908-686-6730
Email nahern@twpunionschools.org
Attn Nicole Ahern

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Services Agreement as of the day and year first above written.

SCHOOL

By: _____

Name (printed): Yolonda Koon

Title: School Bus. Admin./Bd. Sec'y

By: _____

Name (printed): _____

Title: _____

EDUCERE

By: _____

Name (printed): _____

Title: _____