



Exhibit A

**Proposal Prepared for
Central Intermediate Unit #10
By 95 Percent Group Inc.**

10/17/2018

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For Use of Central Intermediate Unit #10 Personnel Only

Exhibit A – Table 1

**Professional Development Schedule
for
Central Intermediate Unit #10**

95 Percent Group Inc. will provide the following professional development as outlined below:

Date	Time	Topic	Expected Number of Participants*	Grade Level(s)	Training Location
December 7, 2018	TBD	1 Hour Complimentary Zoom Kilpatrick Book Study	TBD		Zoom-Online
March 20, 2019	9am -12pm	3 Hour Seminar The 10 Success Factors	TBD		60 Decibel Road Suite 107 State College, PA 16801

*Up to 50 participants per workshop. All participants are employees of Central Intermediate Unit #10. Permission from 95 Percent Group is required for all other participants. A fee of \$1,000 will be assessed if the number of participants exceeds the stated maximum without prior written permission.

Exhibit A – Table 2 Product & Services Budget

Products will be invoiced when shipped.
Professional Development will be invoiced monthly after services are completed.



Company Address 475 Half Day Road
Ste. 350
Lincolnshire, IL 60069
US

Created Date 10/17/2018
Expiration Date 11/30/2018
Quote Number 00018570

Prepared By Michele Carpio
Email mcarpio@95percentgroup.com

Contact Name Michele Hammersla-Quick
Email mhammersla@ciu10.org

Parent Account Pennsylvania Association of Intermediate Units
Bill To Name Central Intermediate Unit #10
Bill To 345 Link Road
West Decatur, PA 16878

Ship To Name Central Intermediate Unit #10
Ship To 345 Link Road
West Decatur, PA 16878

Product Description	Product	Sales Price	Quantity	Total Price
Consulting Services with Travel	PD0000	\$3,000.00	1.00	\$3,000.00
Discount on Professional Development (PD)	Discount on Professional Development (PD)	(\$1,000.00)	1.00	(\$1,000.00)

Subtotal \$2,000.00
Total Price \$2,000.00
Grand Total \$2,000.00



Consulting Agreement

Prepared for

Central Intermediate Unit #10

by

95 Percent Group Inc.

10/17/2018

CONFIDENTIAL

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT dated as of October 17, 2018 (the "Agreement"), is entered into between 95 Percent Group Inc. ("Consultant"), whose mailing address is 475 Half Day Road, Suite 350, Lincolnshire, IL 60069 and Central Intermediate Unit #10 (Client"), having a primary place of business located at 345 Link Road, West Decatur PA 16878. In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. **Description of Services.** Client hereby retains Consultant to perform consulting services including, but not limited to, those described in the Proposal dated October 17, 2018, attached hereto as Exhibit A (the "Services"). Consultant hereby accepts such engagement on the terms and subject to the conditions of this Agreement.

1.1 Consultant shall use reasonable efforts to perform the Services in accordance with this Agreement. Consultant shall assign professionally qualified personnel to perform such Services and shall perform such Services in conformance with the highest professional standards and in compliance in all material respects with all applicable laws and regulations.

1.3 The Services provided under this Agreement are for the sole benefit of Client. The Agreement is not made for, and shall not benefit or create any right or cause of action in favor of, any person or entity other than Consultant and Client. Services are usually provided for employees of individual schools, or designated individuals from multiple schools. If Services are provided to employees of multiple schools, the materials and presentations provided are for the use of the training participants only, and may not be copied for non-participants. No Consultant materials or resources may be loaded on a Client computer network or website. No resale of Consultant's Services (e.g. a "public workshop") is permitted without a specific addendum to this Agreement and payment of an applicable fee. No person not employed by Client, including consultants, salespeople, other vendors, non-district educators, etc., shall be allowed to participate in any training delivered pursuant to this Agreement without the prior written consent of the President of 95 Percent Group.

1.4 Unless documented in Exhibit A to this Agreement, this engagement shall not be considered a "training of trainers" project and does not entail any transfer or license of Consultant's intellectual property, including, without limitation, presentations, notebooks, videos, software and online resources.

2. **Compensation.** In consideration for the Services and Products specified herein, Client shall pay to Consultant the fees specified in Exhibit A-Table 2. Professional Development fees are \$3,000 per day including travel expenses. A fee of \$1,000 will be assessed if Client exceeds the agreed upon number of participants shown in Exhibit A-Table 1 without prior written approval. Fees shall be due and payable by Client upon receipt of Consultant's invoice. Billing for products will be upon shipment. Billing for services will be after each month's services are rendered, and monthly if service dates occur in more than one month. In the event that payment is not received until 60 or more days from invoice date, Consultant may assess a late payment fee of 2% of the outstanding balance per month for each month the amount remains unpaid, beginning at 30 days past due.

If Client's processing of invoices for payment involves Purchase Orders, accounts payable voucher or the like, Client agrees to provide to Consultant, prior to the commencement of Consultant's work for Client, a duly authorized Purchase Order, or other appropriate document, for products and services to be rendered. Client shall provide information regarding any special payment processing steps required of Consultant by Client. If there is a conflict of terms between this Agreement and any Purchase Order issued by Client, this Agreement shall rule. If Client is exempt from state sales tax, Client shall provide its state tax exemption certificate to Consultant prior to the commencement of Consultant's work for Client.

3. **Electronic Use of Materials.** Consultant's copyrighted materials may not be posted on any computer system, network or Internet site. Most of Consultant's materials are intended for individual teacher use and any downloads allowed by Consultant's systems are intended for use on the licensed teacher's computer only.
4. **Intellectual Property.** It is understood and agreed that, unless they are labeled otherwise, all training materials to be provided to Client training participants are copyright 95 Percent Group Inc. and nothing in the Agreement shall be deemed to provide for a transfer of any intellectual property rights in any way whatsoever from Consultant to Client. Materials to be provided to Client are for Client employee participant use only and may not be copied for or distributed in any way to non-participant Client employees or others, whether for free or for a fee, without the written permission of 95 Percent Group Inc.

5. **Video or Audio Taping of Training Sessions or Presentations.** No video or audio taping or other recording of training sessions or presentations is permitted without the prior express written consent of Consultant, which will not be granted under most circumstances without amendment of this Agreement and payment of an additional fee by Client. Consultant may videotape training sessions or presentations provided permission is granted by Client and release forms are obtained from parents of children involved and from Client personnel.
6. **Webinars, Online Support, E-Learning and Consultant's Client Portal Website.** Due to the various vendors and technologies involved in providing live and recorded webinars, online support and e-learning, these products are provided on a best efforts basis only. **THEY CARRY NO WARRANTY, EXPRESSED OR IMPLIED AND ARE NOT GUARANTEED TO WORK WITHOUT INCIDENT. CONSULTANT SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES RELATED TO MALFUNCTIONING SYSTEMS.** There can be technology glitches on both Client and Consultant ends of the computer connection. Client personnel are required to use computers and software that meet the Minimum System Requirements specified in Exhibit B. These requirements apply to computers, software (particularly operating systems), Internet connection speed and capacity. It is recommended that Client contact Consultant's technical support personnel to test whatever systems will be used. Some of Consultant's systems require the installation of software on users' computers, and may require data downloads. Some school districts limit these activities on District computers without the involvement of District information technology personnel. It is Client's responsibility to make sure any required permissions or assistance is obtained. Consultant's support personnel will advise Client's technology personnel as needed.

If a live webinar fails and the reason is attributed to Consultant, the webinar will be rescheduled free of charge. If a failure is attributed to Client, the webinar will be billed to client, and rescheduled by Consultant for an additional fee. Rescheduling dates is subject to availability and cannot be guaranteed to be convenient for Client.

7. **Postponement or Cancellation.** In the event of a postponement or cancellation of an arranged training date(s) by Client, Client will incur a cancellation fee of \$250 per training date per consultant, for each postponed or cancelled training date less than 30 days before the scheduled training date, and shall be responsible for payment of any unrecoverable costs of Consultant related to such training, such as unreimbursable travel expenses. If Consultant cancels a training date due to weather, flight delays, illness or other unavoidable circumstances, Consultant will be responsible for its incurred expenses, as will Client. Consultant shall not be responsible for reimbursing any of Client's expenses related to the training.
8. **Term and Termination.** The term of this agreement shall commence on the date signed and terminate on June 30, 2019 or the early termination of this Agreement, provided that certain obligations shall survive the termination of the Agreement. The Agreement may be terminated by either party with 30 days or more advance notice, subject to the provisions of paragraph 7 hereof (Postponement or Cancellation). Expiration or termination of the Agreement shall not relieve the parties of any obligation accruing prior to such expiration or termination, or of obligations that survive termination (see paragraph 12).
9. **Authorization.** The signatories hereto hereby represent that they are duly authorized representatives of their respective organizations and have necessary approval to enter into this Agreement, and that this Agreement is effective, binding and enforceable.
10. **Indemnification.** Each party to this Agreement agrees to hold harmless, defend, and indemnify the other party against all actions, claims, or demands related to injury, death, loss, or damages, by anyone whomsoever: (1) where such injury, death, loss, or damage is due to the acts or omissions of their respective agents, servants, or employees; and (2) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law principles thereof.
12. **Survival.** The obligations of paragraphs 2, 3, 4, 5, 8 and 10 of this Agreement shall survive termination or expiration of this Agreement.
13. **Amendment.** No change, modification, extension, termination or waiver of the Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.
14. **Force Majeure.** Neither party shall be held liable or responsible to the other party or be deemed to have defaulted under or breached the Agreement for failure or delay in fulfilling or performing any term of the Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including

but not limited to severe weather, delayed or cancelled airline flights, fires, earthquakes, floods, embargoes, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts, acts of God or acts, omissions or delays in acting by any governmental authority or other party.

15. **Notice.** Any consent, notice or report required or made under this Agreement by one party to the other party shall be in writing, delivered personally or by facsimile, U.S. first class mail postage prepaid, courier or nationally recognized delivery service, and shall be effective upon receipt by the addressee at its address indicated below:

If to Consultant:	<p>C. David Hall Chief Operating Officer 95 Percent Group Inc. 475 Half Day Road, Suite 350 Lincolnshire, IL 60069</p> <p>Phone: 847-499-8200 Fax: 847-459-7261</p>	If to Client:	<p>Michele Hammersla-Quick Special Education Director Pennsylvania Association of Intermediate Units Central Intermediate Unit #10 345 Link Road West Decatur, PA 16878</p> <p>814-342-0884 mhammersla@ciu10.org</p>
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16. **Staffing.** Consultant will staff the engagement(s) stemming from this Agreement with qualified professional staff at its discretion. Consultant will not sub-contract or assign this Agreement to another party, provided that the augmentation of Consultant's staff with independent contractor staff shall not be considered "sub-contracting" or "assigning" this Agreement. Any such staff will be trained and supervised by Consultant's full-time professional staff.
17. **Non-Solicitation of Consultant Personnel.** Client hereby agrees not to solicit Consultant's staff for employment for a period of 2 years beyond the last date of service under this Agreement.
18. **Entire Agreement.** This Agreement, including its attached exhibits and appendices, if applicable, embodies the entire understanding between the parties and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter of the Agreement that are not fully expressed herein. IF, AT ANY TIME, CLIENT ISSUES A PURCHASE ORDER RELATED TO THIS AGREEMENT, THE TERMS OF SUCH PURCHASE ORDER SHALL BE IN EFFECT ONLY TO THE EXTENT THERE IS NO CONFLICT WITH THIS AGREEMENT. IN CASE OF ANY CONFLICT OF TERMS, THIS AGREEMENT SHALL RULE.

ACCEPTED BY:
 Client: CIU # 10
 Signature: *J. Hugh Dwyer*
 Name (print): J. HUGH DWYER
 Title: Ex. Director
 Date: 10-18-18

95 Percent Group Inc.
 Signature: _____
 Name C. David Hall
 Title: Chief Operating Officer
 Date: _____

Exhibit B

Minimum System Requirements

This is a list of basic computer system requirements to use 95 Percent Group Inc. online products and services (referred to as “systems” in this document). Although using the most up-to-date versions and fast Internet connections is recommended, the systems will still run with the minimum specifications but users may experience slower loading times. To access materials that are related to products (printed materials) a software application must be installed on user’s computers or devices. The software is accessed through 95 Percent Group’s client portal, my.95percentgroup.com.

Browser Requirements. Most systems are browser based and are used over the Internet. Browsers that work on both PC and MAC computers (and most mobile devices, though tablets will give a better user experience than phones) can be used, but some work better than others. We recommend the Firefox and Chrome in most instances, for both MAC and PC.

Supported Browsers: Generally, the last two versions of every browser release are supported. We highly recommend updating to the **newest version** of whatever browser you are using as well as the most up-to-date Flash plug-in. As of **January 1, 2016**, we support the following versions of Flash and popular web browsers:

- **Internet Explorer 11** or newer
- **Chrome 44** and 45
- **Safari 8** and 9
- **Firefox 40** and 41 (Extended Releases are not supported)
- **Flash 17** and 18 (used for recording or viewing audio/video and uploading files)

Required Components: Several systems require the addition of software applications (“apps”) to the computer or mobile device:

- Webinars require an Adobe Connect app be loaded on a computer or the corresponding mobile app for tablets.
- The 95 Percent Group Inc. Products & Resources App, accessible by licensed users on the client portal (my.95percentgroup.com), requires the installation of software on each device a user will use to access 95 Percent Group content.
- The Online Support System for professional development requires that a Canvas LMS application be loaded on mobile devices if users wish to use a mobile device with that system. The desktop computer version requires only a web browser.
- Adobe Flash is required in several places in the Systems: media recording/streaming and viewing as well as uploading files to a course or an assignment. Other than these features, Flash is not required to use most areas of the systems. Please note that some browsers, such as Firefox, may no longer support Flash. 95 Percent Group is working toward eliminating Flash from its systems. Completion of that project is expected during calendar year 2016.
- The Java plug-in is required for screen sharing in Conferences. Please note that some browsers do not support Java.

Computer Specifications

- **Screen Size:** The systems are best viewed at a minimum of 1024x600, which is the average size of a notebook computer, or on a tablet using a mobile app.
- **Operating Systems:** Windows XP SP3 and newer, Mac OSX 10.6 and newer
- **Mobile Operating System Native App Support:** iOS 7 and newer, or Android 2.3 and newer
- **Computer Speed and Processor:** Use a computer 5 years old or newer when possible with 1GB of RAM and 2GHz processor
- **Internet Speed:** Minimum of 512kbps

Terms of Use and Privacy Policy: Each online system is subject to its specific license. In addition, each online system is subject to the 95 percent Group Inc. Terms of Use and Privacy Policy, available at www.95percentgroup.com.

THESE SYSTEM REQUIREMENTS MAY NOT BE COMPLETE AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.