

Louisiana Connections Academy

PROFESSIONAL MEDICAL SERVICES AGREEMENT

THIS PROFESSIONAL MEDICAL SERVICES AGREEMENT ("Agreement") is entered into as of August 13, 2014 ("Effective Date") by and between **Louisiana Connections Academy**, a Louisiana nonprofit corporation, having an office at 8281 Goodwood Blvd, Suite J-2, Baton Rouge, LA 70806 ("School") and **Adam McElwee**, having an office at 1626 West Fairview Dr., Baton Rouge, LA 70816 ("Contractor"), (individually a "Party" and together "the Parties").

RECITALS

A. School wishes to engage Contractor as an independent contractor for the purpose of completing certain specified tasks on the terms and conditions set forth below; and

B. Contractor wishes to provide the Services (as defined below) in accordance with the terms of this Agreement.

IT IS THEREFORE AGREED:

1. RESPONSIBILITIES OF CONTRACTOR. Contractor agrees to do the following:

- A.** Perform the services as described in a written Work Assignment in the form of **Exhibit A** attached hereto and made a part hereof (collectively, the "Services"), at the following location(s): 8281 Goodwood Blvd, Suite J-2, Baton Rouge, LA 70806 (hereinafter the "Location") in a workmanlike manner and in accordance with generally accepted practices and principles of Contractor's trade and as may be necessary to complete the Services in a timely manner. **Exhibit A** may be amended from time to time, or supplemented with additional or revised Services to be rendered by Contractor, as agreed upon in a writing signed by both Parties.
- B.** Review Contractor's progress either verbally or in writing, as requested by School from time to time, and allow School to inspect all work accomplished and/or in progress pursuant to this Agreement.
- C.** Supply all tools, equipment and supplies required to perform the Services except to the extent that the Services must be performed on or with School equipment, as agreed to by School.
- D.** Be solely responsible to pay all social security, withholding, unemployment and other taxes, whether local, state or federal as and when they become due.

2. BACKGROUND CHECKS

- A.** As used herein, the term "background check" shall mean a social security number verification, searches of the local and national sex offender registry search, and a criminal history search (i) in the national/federal databases, and (ii) for any state and county in which the individual has resided within the last seven years. As used herein, the term "cleared" shall mean the individual has a verified social security number and has no charges or convictions in the individual's background check report which would affect an individual's ability to do his or her job and/or the safety of the workplace or our customers.
- B.** Contractor shall submit the following to School:
 - (i) if Contractor is an individual, an authorization for a background check for Contractor, or
 - (ii) if Contractor is an entity, a written certification to School that (a) Contractor has completed a comparable background check for any of its employees and approved subcontractors who provide direct or virtual services to School's students, and (b) each such individual has been cleared. Further, Contractor shall update its written certification as to any employees and/or subcontractors added to Contractor's employ if those

individuals will be providing any Services under this Agreement. If any individuals under the Contractor's employ have any charges or convictions on their record, Contractor should obtain written approval from School's Human Resources Department that such charge or conviction would not affect an individual's ability to do his or her job and/or the safety of the workplace or our customers.

- C. Contractor, and/or Contractor's employees and subcontractors, as applicable, shall not perform Services under this Agreement until the background check has been cleared.
- D. Contractor shall report any changes to the information obtained in the initial background check to School. Failure to comply with the requirements of this Section 2 shall be grounds for immediate termination of this Agreement.

3. INDEPENDENT CONTRACTOR STATUS

- A. While the desired results of Contractor's Services will be mutually agreed upon, Contractor will control the manner in which the Services are provided.
- B. This Agreement shall not render Contractor an employee, partner, agent of, or joint venturer with School for any purpose. Contractor represents and warrants that Contractor is an independent contractor with no authority to contract for School or in any way to bind or to commit School to an agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of School, or any entity controlling, controlled by, or under common control with, School (each herein an "Affiliate").
- C. Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement. Contractor shall have no claim against School or its Affiliates for vacation pay, sick leave, retirement benefits, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor agrees that neither School nor its Affiliates shall be liable for taxes, unemployment insurance, employers' liability, employer's FICA, social security, Medicare, withholding tax, or other taxes or withholding for or on behalf of Contractor. All such costs shall be Contractor's sole responsibility, and Contractor shall indemnify and hold School and its Affiliates harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing or other government authority as a result of or in connection with said payments.

4. TERM AND TERMINATION

- A. Term. This Agreement will become effective on the Effective Date specified above and shall continue in full force for as long as there are Work Assignments in effect under this Agreement. Either Party may terminate this Agreement prior to its expiration upon thirty (30) days prior written notice to the other Party. In addition, either Party may terminate a Work Assignment immediately for an uncured breach by the other Party.
- B. Obligations on Termination. In the event this Agreement is terminated by either Party for any reason: (i) Contractor will terminate all Services in progress in an orderly manner as soon as practical and in accordance with a schedule agreed to by School, unless School specifies in the notice of termination that Services in progress should be completed, (ii) Contractor will promptly (not later than ten (10) days after the effective date of termination) deliver to School all work product, Confidential Information (both as defined below) and any equipment and/or materials of any type belonging to School, (iii) School will pay Contractor for all accepted Services and reimbursable expenses accrued as of the effective date of termination upon the earlier of their due dates or thirty (30) days after the effective date of termination, and (iv) Contractor will promptly refund to School any monies paid by School in advance for Services not rendered. Termination of this Agreement will not relieve the Parties of any applicable obligation or liability under this Agreement, nor will it affect or impair the rights of a Party arising prior to such termination.

5. COMPENSATION AND PAYMENT

- A. Compensation. Unless otherwise specified in the applicable Work Assignment, School agrees to pay Contractor for the Services, monthly in arrears, in accordance with the rates set forth in the applicable Work Assignment, which are fixed for the duration of that particular Work Assignment. School will not be responsible to pay any overtime rates (higher rates for hours in excess of eight (8) hours per day or forty (40) hours per week). Time spent traveling is not billable.
- B. Expenses. School will reimburse Contractor for approved reasonable and necessary expenses incurred by Contractor in performing the Services, provided that Contractor shall obtain the prior written approval of School for any expense in excess of One Hundred (\$100) Dollars. School will only reimburse Contractor for approved travel expenses incurred for School-requested travel. Reimbursable charges for meals and incidentals will not exceed the commercially acceptable rates for the city and state in which the Location (as defined above) is located. If Contractor is located within a fifty (50) mile radius of such Location, Contractor will not be reimbursed for any travel, meals or lodging expenses. All other expenses associated with providing the Services, such as telephone, office supplies, and support services are the responsibility of Contractor unless approved by School in writing.
- C. Invoice Procedures. All invoices are to be submitted to the address set forth on the signature page of this Agreement. School will pay a properly submitted and undisputed itemized invoice, supported by all relevant receipts, within thirty (30) days of receipt. Invoices must include a brief description of the Services performed, the time expended by Contractor in performing the Services, and details for all expenses incurred during the preceding month, with supporting documentation allocated by contract number and Work Assignment number, where these are provided. Unless otherwise agreed upon in a Work Assignment, Contractor will not be compensated for Services or reimbursed for expenses which are invoiced more than thirty (30) days after the performance of such Services or incurring of such expenses.
- D. Taxes. Contractor shall pay all required taxes on Contractor's income from School under this Agreement. Contractor will provide School with Contractor's taxpayer identification number or social security number, as applicable.

6. CONFIDENTIALITY

- A. Contractor acknowledges that, during the term of this Agreement and in the course of performing Contractor's obligations hereunder, Contractor may have access to Confidential Information (as defined below) concerning School and its students, customers and/or business partners. Contractor acknowledges that School and/or its Affiliates has developed, compiled, and otherwise obtained, often at great expense, this information, which has great value to School's business. Contractor agrees to hold in strict confidence and in trust for the sole benefit of School all Confidential Information and will not disclose any Confidential Information, directly or indirectly, to anyone outside of School, or use, copy, publish, summarize, or remove from School's premises such information (or remove from School's premises any other property of School) except during Contractor's work for School to the extent necessary to carry out Contractor's responsibilities under this Agreement.
- B. The reference to "Confidential Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned or developed by Contractor pertaining in any manner to the business of School (or any of its Affiliates) or to School's customers or business partners unless the information must be disclosed by operation of law, provided Contractor promptly notifies School of any such request for disclosure in order to allow School full opportunity to seek the appropriate protective orders. Contractor further understands that School considers the following information to be included, without limitation, in the definition of Confidential Information, whether in written or verbal form, and including electronic data recorded or retrieved by any means: (i) School's methodology and other non-public information regarding development of its educational content, curricula, teaching outlines, lesson plans, testing processes and procedures (collectively, "Educational Content") and third

party content incorporated into School's Educational Content; (ii) student records and other student-related personal information; (iii) information regarding business strategy and operations, such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information, customer and prospect lists, and the identities and locations of vendors and contractors providing services or materials to or on behalf of School; (iv) information regarding product development, such as product designs and concepts, development methods, computer software, inventions, and other work product; (v) financial information, such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (vi) human resource information, such as compensation policies and schedules, employee recruiting and retention plans, organization charts, and personnel data; and (vii) any other trade secrets or other similar non-public information that may provide School with a strategic advantage or could harm School if publicly disclosed.

- C. Contractor recognizes that School has received, and in the future will receive, from third parties their confidential information subject to a duty on School's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees that Contractor owes School and such third parties, during the term of Contractor's work for School and thereafter, a duty to hold all such confidential information in the strictest confidence and, except with the prior written authorization of School, not to disclose it to any person, firm or corporation (except as necessary in carrying out Contractor's work for School consistent with School's agreement with such third party) or to use it for the benefit of anyone other than for School or such third party (consistent with School's agreement with such third party).
- D. Contractor understands that, by virtue of its performance under this Agreement, Contractor may possess access to educational records protected under the Family Educational Rights and Privacy Act of 1974 ("FERPA") where Contractor acts in the capacity of a "School Official" with a legitimate educational interest. Contractor acknowledges that the intentional disclosure of any FERPA-protected information to any unauthorized person could subject Contractor to criminal and civil penalties imposed by law. Contractor further acknowledges that such willful or unauthorized disclosure also violates School's policy and could result in immediate termination of this Agreement.
- E. All Confidential Information disclosed under this Agreement shall be and remain the property of School. Upon expiration or termination of this Agreement and/or of Contractor's performance hereunder, or upon School's request, Contractor agrees to, within ten (10) days, destroy and/or upon School's request return to School all copies of Confidential Information, and all drawings, documents, records, notebooks, disks, tapes, data residing or recorded in electronic media, and all other representations of Confidential Information, whether prepared by School, or others.

7. INSURANCE.

Contractor will obtain and maintain insurance policies (including without limitation, Professional and General Liability-Comprehensive form, automobile insurance, and statutory workers' compensation insurance) that are sufficient to provide adequate protection for Contractor and School against claims which may arise from Services performed by Contractor under this Agreement. Contractor's insurance must respond on a primary basis without contribution from any other insurance carrier by School until limits become exhausted. Contractor will provide School with certificates of insurance and other supporting materials as School may reasonably request to evidence Contractor's continuing compliance with this provision. In the event that Contractor fails to carry such insurance, Contractor shall indemnify and hold harmless School, its Affiliates, agents and employees from and against any damages, claims, and expenses arising out of or resulting from work conducted by Contractor. Such indemnity shall include a duty to defend, and shall require Contractor to reimburse School for all professional fees and costs, including legal and accounting fees, incurred in connection with or arising out of such failure regardless of whether the matter proceeds to litigation.

8. SUBCONTRACTING

Contractor may not subcontract any of the Services without School's consent which, in view of the personal nature of services to be provided by Contractor, may be withheld at the sole discretion of School. If School consents to a particular subcontract, Contractor shall assume the same liability and responsibility for that subcontractor's conduct and performance as if Contractor performed all Services performed by the subcontractor. School will not incur any additional fees, costs or charges with regard to any subcontract. Contractor agrees to require any approved subcontractor to comply with all of the terms and conditions of this Agreement.

9. INDEMNITY

School shall not be liable under any contract or obligation of the Contractor, except as otherwise expressly provided in this Agreement, or for any act or omission of the Contractor. Contractor agrees to indemnify and hold School harmless from and against any and all losses, damages, costs and expenses (including reasonable attorney's fees) that are caused by or arise out of any intentional or negligent omission, act, or other misconduct by Contractor in connection with the Services performed or any and all other obligations of the Contractor under this Agreement. Likewise School agrees to indemnify and hold Contractor harmless from and against any and all losses, damages, costs and expenses (including reasonable attorney's fees) that are caused by or arise out of any intentional or negligent omission, act, or other misconduct by School or its officers, employees, independent contractors, agents or volunteers in connection with the Services performed or any and all other obligations of School under this Agreement.

10. REMEDIES

In the event of breach or threatened breach of this Agreement by Contractor, Contractor recognizes that such a breach could cause School irreparable harm, the amount of which may be extremely difficult to estimate, thus making any remedy at law or in damages inadequate. Therefore, Contractor agrees that School shall have the right to apply to any court of competent jurisdiction for an order restraining or enjoining any breach or threatened breach of this Agreement and for any other relief that School may deem appropriate. Contractor specifically waives any right afforded it under the law of any jurisdiction to a posting of bond or other security by School as a condition of receiving such order(s). This right to equitable relief shall be in addition to any other remedy available to School at law or in equity.

11. GENERAL PROVISIONS.

- A. Entire Agreement. This Agreement and the attached Exhibits constitute the entire agreement between the Parties and supersede any and all previous representations, understandings, discussions or agreements between the Parties as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by both Parties. Terms in a Work Assignment have precedence over conflicting terms in this Agreement, but have applicability only to that Work Assignment. Any modification or extension of a Work Assignment must be by written amendment to that Work Assignment.
- B. Joint Drafting and Neutral Construction. It is acknowledged that this Agreement is the product of negotiation between the Parties hereto, and the fact that a particular party prepared the draft(s) or the final form of this Agreement shall not be relevant in the construction or interpretation of this Agreement should any provision or portion of this Agreement be deemed to be ambiguous.
- C. Attorneys Fees. If, for any reason, a successful Party incurs costs of collection and or attorney's fees due and payable according to this Agreement, or in otherwise enforcing this Agreement, the unsuccessful Party shall be responsible for and shall pay all attorney fees, costs of collection and all other expenses associated with such collection or enforcement efforts.
- D. Severability. If any section, condition, provision or covenant of this Agreement is held to be invalid or unenforceable, either in itself or as to any particular Party, the remainder of this Agreement will

continue in force unless it would be inequitable and inconsistent with the purpose of the Agreement to continue to do so.

- E. Waiver. The failure of either Party to insist upon a strict performance of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. All rights or remedies of either Party specified in this Agreement and all other rights or remedies that either Party may have, at law, in equity or otherwise, shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the Party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy of such Party. Any consent, waiver or approval by either Party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.
- F. Notices. Any notice given in connection with this Agreement shall be given in writing and shall be deemed to have been sufficiently given or served for all purposes if and as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses (or to such other address as hereafter may be designated in writing by such Party to the other Party):

If to Contractor:

Adam McElwee
1626 West Fairview Dr.
Baton Rouge, LA 70816

If to School:

Louisiana Connections Academy.
8281 Goodwood Blvd, Suite J-2
Baton Rouge, LA 70806
Christie Hollins

With a copy to:

c/o Connections Education LLC
1001 Fleet Street, 5th Floor
Baltimore MD 21202
Attn: General Counsel
Legal2@connectionseducation.com

- G. Applicable Law and Venue. This Agreement shall be deemed to have been made in the State of Louisiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Louisiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Agreement shall be brought solely in the federal or local courts of the State of Louisiana.
- H. Successors or Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, assigns, heirs and personal representatives.
- I. Counterparts. This Agreement may be executed in one or more separate counterparts, each of which, when so executed shall, together, constitute and be one and the same instrument.
- J. Headings. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- K. Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile

signatures shall be considered valid signatures as of the date hereof. Computer maintained records of the Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

L. Survival. The terms and conditions in Sections 3, 4B, 5, 6, 9, 10 and 11 shall survive termination or expiration of this Agreement

M. Exhibits. The following Exhibit is attached hereto and incorporated herein by reference:

Exhibit A – Work Assignment

[Signatures on the next page]

IN WITNESS WHEREOF, the Parties hereto have agreed to and executed this Agreement, or caused it to be executed in their names and on their behalf by their respective representatives thereunto duly authorized, as of the Effective Date set forth above.

Louisiana Connections Academy

ADAM MCELWEE

Signature: _____

Signature: _____

Print Name: _____

Title: _____

Address for Invoices:

Mail:

Connections Education LLC
1001 Fleet Street, 5th Floor
Baltimore, MD 21202
Attn: Accounts Payable
Email: accountspayable@connectionsacademy.com

EXHIBIT A

WORK ASSIGNMENT

NUMBER 01

August 13, 2014

THIS WORK ASSIGNMENT is subject to the terms of the Professional Medical Services Agreement between School and Contractor, dated as of August 13, 2014 (the "Agreement"). Capitalized terms used but not otherwise defined in this Work Assignment shall have the meanings ascribed to them in the Agreement. The terms of this Work Assignment shall control if there is a conflict with the terms of the Agreement.

NAME OF CONTRACTOR: Adam McElwee

ESTIMATED TOTAL: \$5000.00 (Five Thousand dollars)

START DATE: 8/13/14

END DATE: 8/12/16

SCHOOL CONTACT: Christie Jackson
Manager of Special Education
Email: chjackson@connectionseducation.com
Telephone: (225) 372-8636

DESCRIPTION OF SERVICES: Contractor shall serve as the School's on call Nurse and shall be available on an as needed basis. Contractor's responsibilities shall include, but are not limited to:

- Working with the staff of the School to comply with the requirements for health services and student records maintenance.
- Assisting with state reports
- Keeping the School informed of new school health laws
- Provide screenings and review student health files
- Assist the School's Doctor, Dentist, or other medical professional staff during student physicals, if required.

SPECIAL TERMS AND CONDITIONS:

1. **Licenses; Certifications.** Contractor shall maintain all current federal and state required permissions, licenses and certifications for Contractor and any of Contractor's employees or contractors providing services under this Agreement and shall immediately notify School in writing in the event said permissions, licenses or certifications are revoked or suspended. Upon request by School, Contractor will provide a list of all personnel that will serve students under this Agreement identifying the credentials held by the listed personnel, and if requested provide true copies of such licenses and certifications.
2. **Instructions; Approval of Invoices.** Contractor shall only take instructions authorizing the provision of Services on behalf of School and under this Agreement from School and its designated staff. Consequently, billing for all Services shall only be submitted to School, and Contractor shall not bill, submit for reimbursement, or invoice any student, school, family, client or third party for any Services contracted for by School. All invoices must be approved by the School's contact listed above prior to payment thereof.

3. **Clinical and Medical Records.** In addition to the items set forth in this Agreement, clinical and medical records are also "Confidential Information" under this Agreement, and each party, to the extent required by the applicable statutory and regulatory regime, expressly agrees to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), each as may be amended from time to time, in all respects, including the implementation of all necessary safeguards to prevent disclosure of protected health information by either party, its employees or agents.
4. **Non-Discrimination.** Contractor and employees or contractors of Contractor operating under Contractor's supervision shall not discriminate against any person in the provision of services on account of physical or mental disability, race, color, religion, national origin, age, gender, sexual orientation, familial status, marital status, or any other characteristic protected by federal, state or local law. Any act of discrimination committed by Contractor, or Contractor's employees or agents, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.
5. **Non-Solicitation.** Contractor agrees that Contractor will not, either during the term of this Agreement or for a period of one (1) year thereafter, hire nor attempt to solicit or influence any of School's employees to: (i) become employees of, or render services to, any other employer or business; (ii) engage in any activity, business or undertaking not sponsored by School; or (iii) engage in any activity contrary to or conflicting with the interests of School, while the employee is employed at School.
6. **Travel expenses.** Travel expenses will be reimbursed to the current IRS mileage rate. Lodging will be reimbursed up to \$90/night and meals will be reimbursed from the time of departure from home to arrival back home for a school sponsored event if traveling more than 1.5 hours. Meal reimbursement should not exceed \$40/day. Travel expenses will not exceed one thousand five hundred (\$1500.00) for the duration of the contract. An itemized billing form must be submitted prior to reimbursement. Contractor must rent a car if travelling more than 90 miles (compact or mid-sized vehicle only)

IN WITNESS WHEREOF, the Parties by their authorized representatives have signed this Work Assignment as of the Start Date above.

Louisiana Connections Academy

ADAM MCELWEE

Signature: _____

Signature: _____

Print Name: _____

Title: _____