



CONNECTIONS EDUCATION LLC

SPECIAL NEEDS CONSULTING AND SERVICES AGREEMENT

THIS SPECIAL NEEDS CONSULTING AND SERVICES AGREEMENT ("Agreement") is entered into as of «**Effective Date**» ("Effective Date") by and between **CONNECTIONS EDUCATION LLC**, a Delaware limited liability company, having an office at 1001 Fleet Street, 5th Floor, Baltimore, MD 21202 ("Connections"), and «**Company Name**», «**Company Type**» having an office at «**Address 1**», «**Address 2**» «**City**», «**State**» «**Zip**» ("Contractor"), (individually a "Party" and together "the Parties").

RECITALS

A. Connections 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") 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. Comply with the background check requirements in accordance with Section 2 of this Agreement;
- C. Review Contractor's progress either verbally or in writing, as requested by Connections from time to time, and allow Connections to inspect all work accomplished and/or in progress pursuant to this Agreement;
- D. Supply all tools, equipment and supplies required to perform the Services except to the extent that the Services must be performed on or with Connections equipment, as agreed to by Connections; and
- E. Be solely responsible for payment of all social security, withholding, unemployment and other taxes, whether local, state or federal as and when they become due, for Contractor and/or Contractor's employees or subcontractors (if approved in accordance with Section 9).

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 Connections:

- (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 Connections that (a) Contractor has completed a comparable background check for any of its employees and approved subcontractors who provide direct or virtual services to Connections' 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 Connections' 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 Connections. 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 Connections for any purpose. Contractor represents and warrants that Contractor is an independent contractor with no authority to contract for Connections or in any way to bind or to commit Connections to an agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Connections.

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 Connections 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 Connections shall not 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 Connections 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 will continue in full force for as long as there are Work Assignments in effect under this Agreement. Either Party may terminate this Agreement or a Work Assignment, as applicable, in the event of a material breach of the other Party's obligations if the breaching Party fails to cure the breach within thirty (30) days after receiving written specific notice of the breach being asserted. In addition, Connections may terminate this Agreement or any Work Assignment at any time without cause by providing Contractor with thirty (30) days' prior written notice.

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 Connections, unless Connections 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 Connections all Work Product, Confidential Information (both as defined below) and any equipment and/or materials of any type belonging to Connections, (iii) Connections 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 Connections any monies paid by Connections 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, Connections 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. Connections 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. Connections 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 Connections for any expense in excess of One Hundred (\$100) Dollars. Connections will only reimburse Contractor for approved travel expenses incurred for Connections-requested travel. Reimbursable charges for meals and incidental meals will not exceed the commercially acceptable rates for the city and state in which the Location (as defined in the applicable Work Assignment) 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 Connections in writing.
- C. Invoice Procedures. All invoices are to be submitted to the address set forth on the signature page of this Agreement. Connections 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 Connections under this Agreement. Contractor will provide Connections 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 Connections and its students, customers and/or business partners. Contractor acknowledges that Connections has developed, compiled, and otherwise obtained, often at great expense, this information, which has great value to Connections' business. Contractor agrees to hold in strict confidence and in trust for the sole benefit of Connections all Confidential Information and will not disclose any Confidential Information, directly or indirectly, to anyone outside of Connections, or use, copy, publish, summarize, or remove from Connections' premises such information (or remove from Connections' premises any other property of Connections) except during Contractor's work for Connections 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 Connections (or any of its affiliates) or to Connections' customers or business partners unless the information must be disclosed by operation of law, provided Contractor promptly notifies Connections of any such request for disclosure in order to allow Connections full opportunity to seek the appropriate protective orders.

Contractor further understands that Connections 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) Connections' 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 Connections' Educational Content; (ii) student records and other personal information related to students and/or their parents; (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 Connections; (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 Connections with a strategic advantage or could harm Connections if publicly disclosed.

- C. Contractor recognizes that Connections has received, and in the future will receive, from third parties their confidential information subject to a duty on Connections' part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees that Contractor owes Connections and such third parties, during the term of Contractor's work for Connections and thereafter, a duty to hold all such confidential information in the strictest confidence and, except with the prior written authorization of Connections, not to disclose it to any person, firm or corporation (except as necessary in carrying out Contractor's work for Connections consistent with Connections' agreement with such third party) or to use it for the benefit of anyone other than for Connections or such third party (consistent with Connections' 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 Connections' 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 Connections. Upon expiration or termination of this Agreement and/or of Contractor's performance hereunder, or upon Connections' request, Contractor agrees to, within ten (10) days, destroy and/or upon Connections' request return to Connections 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 Connections, or others.

7. PROPRIETARY RIGHTS/OWNERSHIP

- A. Contractor understands that during the term of this Agreement, there are certain restrictions that apply to Contractor's development of ideas, expressions, inventions and materials, referred to in this Agreement as "Work Product." The term "Work Product" means any and all ideas, expressions, inventions, combinations, creative concepts, artwork, machines, methods, formulae, techniques, processes, software designs, computer programs, strategies, know-how, data, original works of authorship, trademarks, and all improvements, rights, and claims related to the foregoing that are conceived, developed, or reduced to practice by Contractor alone or with others during Contractor's work for Connections and with regard to any activity undertaken by Contractor connection with Contractor's work for Connections.

- B. Contractor agrees to maintain adequate and current written records on the development of all Work Product and to disclose promptly to Connections all Work Product and relevant records, which records will remain the sole property of Connections.
- C. Contractor acknowledges and agrees that all Work Product are “works made for hire” as that term is defined in 17 U.S.C. § 101 and that Connections is the sole holder of all right, title and interest in the Work Product.
- D. To the extent Contractor alleges or is found by any jurisdiction, domestic or foreign, to hold any right, title, or interest in the Work Product, Contractor assigns, as of the date the Work Product is created, developed, or otherwise comes into existence, to Connections, without further consideration, Contractor’s entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to all Work Product, which shall be the sole property of Connections, whether or not patentable. If any moral rights are created, Contractor hereby waives, and shall require its employees providing Services hereunder to waive, such rights in the Work Product. In the event any Work Product shall be deemed by Connections to be patentable or otherwise registrable, Contractor will assist Connections (at Connections’ expense) in obtaining letters patent, copyright or other applicable registrations thereon and Contractor will execute all documents and do all other things (including testifying at Connections’ expense) necessary or proper to obtain letters patent, copyright or other applicable registrations thereon and to vest Connections with full title thereof. Should Connections be unable to secure Contractor’s signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Work Product, whether due to mental or physical incapacity, Contractor’s unavailability, or any other cause, Contractor hereby irrevocably designates and appoints Connections and each of its duly authorized officers and agents as Contractor’s agent and attorney-in-fact, to act for and in Contractor’s behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by Contractor.
- E. If any tribunal, domestic or foreign, determines that the assignment set forth in Section 7.D above is ineffective, unenforceable, or invalid, Contractor hereby grants to Connections an exclusive, royalty-free, perpetual, world-wide, and freely assignable license in and to such Work Product, including the exclusive right to all intellectual property rights related to or arising out of such Work Product, as if Connections was at all times the sole owner of the Work Product.
- F. To the extent that any Work Product incorporates pre-existing material for which Contractor possesses copyright, trade secret, patent, trademark or other proprietary rights, and such rights are not otherwise assigned to Connections herein (“Pre-existing Work”), Contractor hereby grants to Connections a royalty-free, irrevocable, worldwide, transferable, nonexclusive, perpetual license to make, have made, sell, lease, import, use and disclose, reproduce, modify, transmit, prepare Derivative Works (as defined herein) based on, distribute, perform and display (publicly or otherwise) such Pre-existing Work, with full right to authorize others to do so. Any such Derivative Work shall be the sole property of Connections and its transferees.
- As used herein, “Derivative Work,” means any translation, port, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the material may be recast, transformed or adapted, including but not limited to all forms in which such Derivative Work may or may not infringe any of the copyrights, including audiovisual copyrights, in the material.
- G. Contractor represents and warrants the Services performed hereunder and any Work Product, will be Contractor’s own work and will not plagiarize or infringe upon any United States or foreign copyright, patent, trade secret or other proprietary right, or misappropriate any trade secret of any third party, and Contractor has neither assigned nor otherwise entered into an agreement by which Contractor purports to assign or transfer any right, title or interest to any Work Product that would conflict with Contractor’s obligations under this Agreement. Contractor is not a party to any

other existing agreement that would prevent Contractor from entering into this Agreement or that would adversely affect this Agreement.

8. INSURANCE

Contractor will obtain and maintain insurance policies (including without limitation, General Liability-Comprehensive form, automobile insurance, and statutory workers' compensation insurance) that are sufficient to provide adequate protection for Contractor and/or Connections 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 Connections until limits become exhausted. Contractor will provide Connections with certificates of insurance and other supporting materials as Connections may reasonably request to evidence Contractor's continuing compliance with this provision.

In the event that Contractor breaches this Section 8 and fails to carry such insurance, Contractor acknowledges that as the remedy for such breach, which remedy shall be non-exclusive, Contractor shall reimburse and hold harmless Connections, its affiliates, agents and employees from and against any damages, claims, and expenses arising out of or resulting from work conducted by Contractor. Such obligation shall include a duty to defend, and shall require Contractor to reimburse Connections 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.

9. SUBCONTRACTING

Contractor may not subcontract any of the Services without Connections' consent which, in view of the personal nature of Services to be provided by Contractor, may be withheld at the sole discretion of Connections. If Connections 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. Connections 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.

10. INDEMNITY

Connections shall not be liable for any act or omission of the Contractor. Contractor agrees to indemnify and hold Connections 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 or out of any breach by Contractor of this Agreement. Likewise Connections 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 Connections or its officers, employees, independent contractors, agents or volunteers in connection with the Services performed or any and all other obligations of Connections under this Agreement.

In any third party claims that any or all of the Work Product that Contractor provides under this Agreement infringes any intellectual property right including without limitation, patent, copyright, trademark, and trade secret rights, domestic and international, Contractor will indemnify and defend Connections against that claim at Contractor's expense and pay all costs, damages, settlement amounts and attorney's or other professional fees related to such claim or that result from any settlement. However, Contractor will have no obligation to Connections regarding any infringement claim arising directly from Connections' modification of a Work Product to the extent that the Work Product would not have infringed absent the modifications made by Connections. Connections will promptly notify Contractor in writing of the claim, and allow Contractor to control the defense, and reasonably cooperate with Contractor in the defense and any related settlement negotiations. In addition to any defense provided by Contractor, Connections has the right, at its expense, to retain its own counsel. If Contractor does not promptly assume the defense against such claim, Connections reserves the right to undertake its own defense at Contractor's expense.

11. REMEDIES

In the event of breach or threatened breach of this Agreement by Contractor, Contractor recognizes that such a breach could cause Connections 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 Connections 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 Connections 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 Connections as a condition of receiving such order(s). This right to equitable relief shall be in addition to any other remedy available to Connections at law or in equity.

12. GENERAL PROVISIONS

- FOR PREVIEW ONLY**
- 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:

«Company_Name»
«Address_1», «Address_2»
«City», «State» «Zip»

If to Connections:

Connections Education LLC
1001 Fleet Street, 5th Floor
Baltimore, MD 21202
Attn: Senior Director of Student Services

With a copy to:

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

- G. Applicable Law and Venue. This Agreement shall be deemed to have been made in the State of Maryland 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 Maryland, 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 Maryland.
- 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, 4.B, 5, 6, 7, 10, 11 and 12 shall survive termination or expiration of this Agreement
- M. Exhibits. The following Exhibits are attached hereto and incorporated herein by reference:

Exhibit A – Work Assignment (with Schedules 1 through 4)

[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.

CONNECTIONS EDUCATION LLC

«Company_Name»

Signature: _____

Signature: _____

Print Name: Marjorie Rofel

Print Name: _____

Title: Senior Director of Student Services

Title: _____

Address for Invoices:

Mail:

Connections Education LLC
1001 Fleet Street, 5th Floor
Baltimore, MD 21202
Attention: Marjorie Rofel
Senior Director of Student Services

Email: specialedinvoices@connectionsacademy.com

FOR REVIEW ONLY

EXHIBIT A

CONNECTIONS EDUCATION LLC WORK ASSIGNMENT

NUMBER 01

«Effective_Date»

THIS WORK ASSIGNMENT is subject to the terms of the Special Needs Consulting and Services Agreement between Connections and Contractor, dated as of «Effective_Date» (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: «Company_Name»

FEES:

- «Services_1»
- «Service_2»
- «Service_3»
- «Service_4»
- «Evaluation_1»
- «Evaluation_2»
- «Evaluation_3»
- «Participation_in_IEP_team»
- «No_Show_Policy»
- «Mileage»

START DATE: «Effective_Date»

END DATE: «Expiration_Date»

CONNECTIONS CONTACT: Marjorie Rofel, Senior Director of Student Services

DESCRIPTION OF SERVICES:

The services of Contractor shall be provided on an as needed basis. A designated team member of Connections will identify students in need of Contractor services.

Contractor shall provide appropriate services (or list those services if the Agreement is for one student) as indicated on the student's IEP. Contractor and any of its employees whose services are provided hereunder shall provide including, but not limited to the following:

- a) Where required or requested, perform evaluations of students and develop a plan of treatment by performing diagnostic and prognostic tests as appropriate.

- b) Consultation with students, parents or guardians and appropriate staff in program planning, procedures and techniques.
- c) As a part of an interdisciplinary team, participation in the development of the IEP.
- d) Provision of in-service education to staff, parents, etc., as requested.
- e) Maintenance of confidential records, assessments, contracts and progress reports on all appropriate students.
- f) Consultation with or attendance at appointments with physicians or other professionals with individual students as pertinent to the individual's program plan.
- g) Supervision, direction, training and evaluation of services provided by therapy aides if appropriate.

LOCATION/SCHOOL: Contractor shall provide Services at the following location(s) (herein the "Location"): [School name] (the "School"), or at another location convenient for the parents, students, and therapists, as approved by Connections.

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 Connections in writing in the event said permissions, licenses or certifications are revoked or suspended. Upon request by Connections, 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. **Student Absences.** During the Term of this Agreement, Contractor shall comply in all respects with Connections' policies and procedures relating to student absences, difficulty contacting/serving students, and service refusal as described in **SCHEDULES 1, 2 and 3** attached hereto and incorporated herein by this reference.
3. **Review of Progress.** Contractor and Contractor's employees or contractors providing services to students under the Agreement shall document implementation of delivery of service on a service log substantially in the form depicted in **SCHEDULE 4** attached hereto and incorporated herein by this reference. The log shall identify the following: student name, provider name, date of service, length of service (i.e. 30 minutes, 1 hour, etc.), progress notes, missed services and the reason the service was missed. Service logs shall be submitted to the School on a monthly basis.
4. **Instructions; Approval of Invoices.** Contractor shall only take instructions authorizing the provision of Services on behalf of Connections and under this Agreement from Connections and its designated staff. Consequently, billing for all Services shall only be submitted to Connections, and Contractor shall not bill, submit for reimbursement, or invoice any student, School, family, client or third party for any Services contracted for by Connections. All invoices must be approved by the Connections' contact listed above prior to payment thereof.
5. **Commonwealth Connections Academy ONLY: ACCESS Program.** Connections reserves the right to claim medical reimbursement through the Pennsylvania Department of Education/Department of Public Welfare – based ACCESS Program for an student that the Contractor and Contractor's staff service through this Agreement. It is understood that the Contractor and Contractor's staff will provide the required documentation necessary in order for Connections to claim this reimbursement, using whatever forms, procedures, and training Connections prescribes, for any period of the program year. All applicable ACCESS paperwork is to be completed and submitted to Connections by the 10th of each month following the date of service delivery.

If the ACCESS paperwork is not submitted by the end of the month following the month of service, Connections will not be responsible for payment on the Contractor's invoice until such time as the document is received.]

6. **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 expressly agrees to comply, to the extent and in the manner required by the applicable statutory and regulatory regime, with the laws and regulations governing the use, disclosure, and duties and obligations to protect protected health information, as may be amended from time to time (collectively, "Applicable Laws"), including, without limitation, FERPA; Subtitle D of the Health Information Technology of Economic and Clinical Health Act ("HITECH"); and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the implementation of all required safeguards to prevent disclosure of protected health information by either Party, its employees or agents. A failure to comply with Applicable Laws is a breach of this Agreement, and the non-breaching Party may terminate this Agreement in accordance with the terms hereof for the breaching Party's failure to timely cure any such breach.
7. **Non-Discrimination.** Contractor, and/or Contractor's employees or subcontractors 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 the statutory obligations when applicable, shall be grounds for termination of this Agreement.
8. **Non-Solicitation.** Contractor agrees that Contractor will not, either during the term of this Agreement or for a period of one (1) year hereafter, hire nor attempt to solicit or influence any of Connections' employees to: (A) become employees of, or render services to, any other employer or business; (B) engage in any activity, business, or undertaking not sponsored by Connections; or (C) engage in any activity contrary to or conflicting with the interests of Connections, while the employee is employed at Connections.

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

CONNECTIONS EDUCATION, LLC

«Company Name»

Signature: _____

Signature: _____

Print Name: Marjorie Ruffel

Print Name: _____

Title: Senior Director of Student Services

Title: _____

SCHEDULE 1

UNEXCUSED ABSENCE POLICY

The following steps are to be taken when student has unexcused absences as specified below:

Date completed:

Action/Person or agency responsible:

When a special education student has missed two (2) scheduled consecutive meetings that are unexcused, the Contractor will notify the School's Special Education Director by e-mail of the name of the student, and include a summary of the attendance and absence record of the student.

The Special Education Director will decide upon the appropriate means of contacting the family/student. It is suggested that a letter be mailed to remind the family/student of their scheduled time commitment. Such a letter may also state that further unexcused absences will result in reconvening the IEP team to discuss appropriate placement, and special education services.

It is suggested that if the family does not respond, then a certified letter be sent by the Special Education Director, documenting the course of action decided upon by Connections. One option is to set up an IEP team meeting to discuss continuation of services and/or appropriateness of placement.

If an IEP meeting is deemed appropriate, the Special Education Director will schedule and hold an IEP meeting within four (4) weeks of receipt of the Contractor's initial e-mail and notify the appropriate Contractor personnel.

The Contractor service provider (or appropriate designee) will attend the meeting to discuss continuation of services, and/or appropriateness of placement. If the IEP team decides to recommend continued special education services, a clear action plan must be developed and documented to address consistency of contact and meeting times between the service provider and the family.

Student _____

D.O.B. _____

Connections School _____

Contact person _____

Contractor _____

Type of service _____

Date timeline implemented _____

Date of scheduled IEP _____

If IEP was not held, explain how and when notification issue was resolved: _____

SCHEDULE 2

Procedures and Timeline for:

CONTACTING AND SCHEDULING DIFFICULTIES

The following steps are to be taken when a Contractor has difficulty contacting a parent by telephone, due to the following reasons: the telephone number(s) given by Connections is/are disconnected, the Contractor's calls go unanswered or receive a busy signal, or messages left with other members of the family or on message machines are not returned. The following steps should be implemented in these situations:

Date complete: _____

Action/Person or agency responsible:

_____ After three (3) attempts at different times of the day and day of the week, and the Contractor cannot reach a parent and schedule an initial meeting time, the Contractor's service provider will notify the School's Special Education Director by e-mail of the name of the student, along with documentation of attempts to reach the family.

_____ The Special Education Director either (a) will e-mail the Contractor and provide updated information on the family, or (b) will contact the family to notify them of attempts made by Contractor to call them to set up services.

_____ If the family still does not respond, the Special Education Director will choose a course of action that may include sending a certified letter to the family, to set up an IEP team meeting to discuss continuation of services and/or appropriateness of placement.

_____ If it is deemed appropriate to hold an IEP meeting, the Special Education Director will schedule and hold the IEP meeting within four (4) weeks of receipt of the Contractor service provider's initial e-mail and notify the appropriate Contractor personnel per the timelines outlined in the contract.

_____ The Contractor service provider (or appropriate designee) will attend the meeting to discuss continuation of services, and/or appropriateness of placement. If the IEP team decides to recommend continued special education services, then a clear action plan must be developed and documented to address consistency of contact and meeting times between the service provider and the family.

_____ The School will provide the Parent(s)/Guardian(s) of the student with Prior Written Notice.

Student _____

D.O.B. _____

Connections School _____

Contact person _____

Contractor _____

Type of service _____

Date timeline implemented _____

Date of scheduled IEP _____

If IEP was not held, explain how and when notification issue was resolved: _____

SCHEDULE 3

Procedures and Timeline for:

SERVICE REFUSAL

The following steps are to be taken when a family, parent, legal guardian or student (if over eighteen year of age) declines services. These steps should also be implemented whenever there is a request to decline services before an active IEP expires:

Date completed:

Action/Person or agency responsible

If a Contractor service provider is notified by the parent, legal guardian, or the student (over the age of eighteen) that they no longer wish to receive special education services, the Contractor service provider will notify the School's Special Education Director by e-mail. The message will include the name of the student, a dated record of the request to decline services, the reason for the request, and a summary of all attempts to resolve any barriers motivating the request.

The Special Education Director will schedule and hold an IEP meeting within four (4) weeks of receipt of the Contractor's service provider's e-mail. If the latter option is used, the Special Education Director will notify the appropriate Contractor personnel per the timelines outlined in the contract.

The Contractor service provider (or appropriate designee) will attend the meeting to discuss the student's eligibility and the appropriateness of the request to decline services. If the IEP team feels that the student is still eligible and would continue to benefit from special education services, but the parent still declines, the IEP will document the request.

The Special Education Director and the Contractor will confer to decide upon an appropriate course of action. The School will provide the Parent(s)/Guardian(s) of the student with Prior Written Notice. In the interim, the Contractor will remove the student from their caseload.

Student _____

D.O.B. _____

Connections School _____

Contact person _____

Contractor _____

Type of service _____

Date timeline implemented _____

Date of scheduled IEP _____

If IEP was not held, explain how and when notification issue was resolved: _____



Schedule 4

Speech, Language, and Hearing Therapy Services Log

IEP Date: _____ Frequency: _____
 Student's name: _____ Provider's name: _____
 Student's date of birth: _____ Service month/year: _____ Provider's title: _____
 School: _____ Provider's signature: _____ Date: _____
 Diagnosis/symptom(s): _____ *Supervisor's signature: _____ Date: _____

** A paraprofessional signature is required when services are provided by a paraprofessional.*

Service	Date																												
	Time																												
Treatment	Treatment Code																												
	Type of Service	Indiv	Group	Indiv	Group	Indiv	Group	Indiv	Group	Indiv	Group	Indiv	Group	Indiv	Group	Indiv	Group	Indiv	Group	Indiv	Group	Indiv	Group	Indiv	Group	Indiv	Group	Indiv	Group
Refer to the keys below for an explanation of the Treatment Codes and Progress Indicators																													
	Progress Indicator																												
Teacher Contact	Time																												
Instructional Assistant Contact	Time																												
Parent Contact	Time																												
Equipment Set Up	Time																												
Charting and Report Writing	Time																												
MDT Planning	Time																												
Travel	Time																												
Other	Time																												
Total																													

FOR REVIEW ONLY

Treatment Key:
 A - Articulation AP - Auditory Processing F - Fluency L - Language
 M - Morphology P - Pragmatics Sem - Semantics Syn - Syntax/Grammar
 V - Voice

Monthly Notes must fully disclose the student's progress or outcome for the month in relation to the treatments provided and the medical/mental health-related goals in the IEP

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Progress Indicator Key: I - Improvement Slight Improvement
 N - No Change R - Regression

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