

## EDUCATIONAL DIAGNOSTICIAN SERVICE AGREEMENT

This services agreement ("Agreement") is made effective as of April 21, 2014 between Milestone Academy at 2012 Jefferson Highway, New Orleans, Louisiana 70121 and Rosalind M. Hudson, at 8323 JamesPort Drive, Baton Rouge, Louisiana 70818 ("Provider").

1. Provider agrees to:
  - a. Provide Professional Pupil Appraisal Services as a Certified Educational Diagnostician at the following rates below at the Student's school.
    - Type Initial Evaluation, Triennial Reevaluation, Reevaluation with New Concerns (includes 5 hours of preparation for adhering to the components of Bulletin 1508 Pupil Appraisal Handbook);
    - Type Educational Assessment only (Includes 4 hours of preparation for adhering to the components of Bulletin 1508 Pupil Appraisal Handbook); and
  - b. Provide a copy of any records required by the State of Louisiana or requested by Milestone Academy prior to serving Milestone Academy students including, but not limited to:
    - Background checks completed at Provider's expense;
    - Proof of current applicable certification/licensure;
    - Proof of active professional and/or automobile liability insurance policies; and
    - A completed Form W-9.
  - c. Work closely with Milestone Academy staff to ensure services are rendered in accordance with Louisiana Bulletin 1508, Pupil Appraisal Handbook.
  - d. Forward monthly invoices with detailed records of services rendered (must include- at a minimum- date of service, hours of services by day, type of service, child's name) to Milestone Academy Account Payable at the address above.
  - e. Perform all services in good faith and in compliance with standards, rulings or regulations of any governmental agency responsible for administering or regulating Educational Assessment services and conform to all applicable laws and regulations.
  - f. Maintain adequate records/logs of all services provided.
2. Provider represents and warrants that:
  - a. Provider has the right and ability to enter into this Agreement.

- b. Provider is duly licensed to practice in the State of Louisiana and to provide the services specified and shall notify Milestone Academy immediately if any applicable license is suspended or revoked or if license is placed on any probationary, provisional and other limited or conditional status.
  - c. Provider operates as business, and regularly makes services available to other clients or the general public, and has the conventional means and requisites of conducting business.
  - d. Provider has and shall maintain, at all times, professional liability insurance in a minimum amount of \$1 million per claim.
  - e. Provider has and shall maintain, at all times, automobile liability insurance coverage in at least the minimum amounts required by statute and such insurance does not exclude business pursuits.
  - f. Provider agrees to indemnify, and hold Milestone Academy, its affiliates, subsidiaries, assignees and licensees, harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgment, settlements, and damages resulting from any claim or action arising out of Provider's breach of any term of this Agreement.
3. Ownership; Independent Provider - Provider retains all rights to any materials created or distributed pursuant to this Agreement. Provider hereby grants to Milestone Academy a non-exclusive license to use, reproduce, distribute or create derivative works from any materials created or distributed by Provider pursuant to this Agreement internally within Milestone Academy and between it and its affiliates subsidiaries, parent companies, customers, contractors and others to the extent otherwise permitted or required by law. Provider understands and agrees that the Provider is acting and performing as an independent contractor at all times. Provider is expected to use Provider's own equipment, supplies, and tools unless specifically stated otherwise. Provider understands and agrees that it is not an agent, or employee or Milestone Academy virtue of this Agreement. Provider will perform the requested services under the general direction of Milestone Academy, but will determine, in its reasonable discretion, the manner and means by which the services are accomplished. As an independent contractor, Provider has the responsibility to file all tax returns required by law and assumes sole liability for tax due on income earned pursuant to this Agreement. Provider acknowledges it is not entitled to any rights or benefits (including vacation, 401 K and insurance) to which Milestone Academy employees may be entitled. Provider agrees to indemnify and hold Milestone Academy harmless from any liabilities claims or actions relating to employment taxes or benefits. Provider understands and acknowledges upon signing this Agreement that Milestone Academy will not supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and Milestone accepts no liability for Provider's general health.



4. Confidential Information and FERPA

*Confidential Information.* As used herein, the term “Confidential Information and Trade Secrets” shall mean all information, in whatever form or medium, and whether or not designated or marked “CONFIDENTIAL”, or the like, which (a) relate to the student of Milestone Academy or the products, services or business of Milestone Academy and (i) which have not been disclosed by Milestone Academy to the general public or (ii) which Provider knows or has good reason to know are not generally known to the general public, (b) are received by Milestone Academy from a third party under an obligation of confidentiality to the third party, (c) are derived from the use or application of either of the foregoing, or (d) are created by Milestone Academy during the term of this agreement or are created by Provider pursuant to this Agreement. Provider acknowledges that the Confidential Information constitute a valuable proprietary assets of Milestone Academy, and that Provider shall not, as a result of any disclosure of Confidential Information by Milestone Academy to Provider, obtain any right or license to any Confidential Information except as otherwise specifically provided for herein. Provider agrees that disclosure by Milestone Academy of any Confidential Information, whether written, oral, or in machine-readable form, is made in strictest confidence. Provider agrees that it will not at any time directly or indirectly disclose Confidential Information of Milestone Academy to any person or entity outside of Milestone Academy or make any use of such Confidential Information in any way, commercially or otherwise, other than as is reasonably required to provide the Services, provided for herein. Provider agrees not to allow any unauthorized person access to Confidential Information and to take all action reasonably necessary and satisfactory to protect such Confidential Information.

FERPA. In addition to Provider’s confidentiality obligations, pursuant to the federal Family Educational Rights and Privacy Act (20 U.S.C. 1232g *et seq.*), any personally identifiable information about any student that has not been otherwise deemed “directory information” by a school, which is disclosed to Provider pursuant to this Agreement, shall be used solely for the stated purposes for the disclosed to fulfill obligations under this Agreement and shall not be redisclosed to any other party without the prior written consent of the student’s parent (or of the student if he/she is age 18 or older). Any redisclosure of such information by Provider’s access to such information for a minimum period of five (5) years from the date of the improper redisclosure.

*Return of Records.* Upon expiration or termination of this Agreement, Provider shall deliver all Milestone Academy records, notes and data and that relate to the services to Milestone Academy to which Milestone Academy has ownership rights pursuant to this section 4.

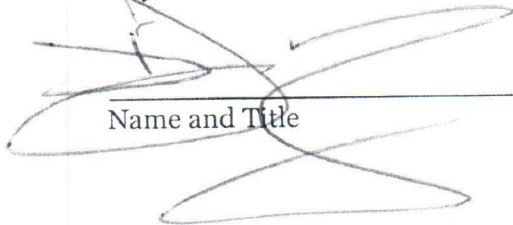
5. Term. This Agreement shall be for a term not to exceed one year beginning on August 2014 to June 2015. Either party reserves the right to terminate this agreement during this term provided a 30 day written notice is given.
6. Service of Notices. Notices served on the School District will be served by Certified Mail, with a return receipt, to Milestone Academy, 2012 Jefferson Highway, New Orleans, Louisiana 70121. Notices served on the Provider shall be served by Certified Mail with a return receipt to Rosalind M. Hudson at the above listed address.

7. Assignments. Milestone Academy shall have the full and unencumbered right to assign any and all rights acquired by it hereunder and to delegate any and all duties hereunder, to any affiliate, subsidiary or licensee of Milestone Academy. Provider may not assign any of its rights or delegate any of its duties under this Agreement. Any assignment by Provider shall be void from beginning.
  
8. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be constructed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
  
9. Entire Agreement; Amendments; Survival. This contract sets forth the entire Agreement between the parties with respect to the subject matter hereof, and it may only be changed by a writing signed by both parties. Any prior or contemporaneous agreements, promises, negotiations or representation not expressly set forth in this Agreement are of no force or effect. It is specifically understood that the terms of section 2. f., 3 and 4 survive the expiration or termination of this Agreement(s).
  
10. Payment. Within thirty (30) days of receipt of an undisputed invoice, Milestone Academy shall pay Provider for services rendered. The total charges under this Agreement shall not exceed \$75,000 in a single term.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

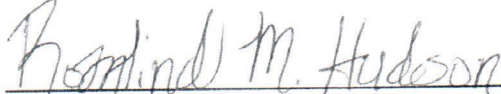
**Milestone Academy**

By:

 CEO  
\_\_\_\_\_  
Name and Title

**Provider**

By:

  
\_\_\_\_\_  
Rosalind M. Hudson, Educational Diagnostician