SERVICES AGREEMENT

This Services Agreement ("Agreement"), effective as of the 1st day of July, 2017 ("Effective Date") is entered into by and between The NET Charter High School, a Louisiana non-profit organization (hereinafter "SCHOOL") and 4th Sector Solutions Inc., a Delaware corporation having an address at 620 Florida Street, Suite 110, Baton Rouge, LA 70801 (hereinafter "4SS").

WHEREAS, 4SS has extensive experience in the financial management and reporting, school operations, and human resource management of charter schools in Louisiana, and is being engaged by SCHOOL as an independent contractor to provide school support services, as described below, for the duration of the term specified herein;

NOW THEREFORE, for the consideration provided for herein, the parties hereby agree to the following:

1. Scope of Services: 4SS shall provide the services selected by SCHOOL from Exhibit A attached hereto. The Services may be modified from time to time by agreement in writing between SCHOOL and 4SS. 4SS employees shall not have signature authority over any SCHOOL bank accounts, nor shall 4SS own any school property or assets.

2. Compensation for Services: For the Services provided by 4SS to SCHOOL, SCHOOL shall compensate 4SS as specified on Exhibit B attached hereto. 4SS shall invoice SCHOOL and be paid net 15 days after receipt of the applicable invoice from 4SS. 4SS must present receipts in a form satisfactory to SCHOOL for reimbursement of any approved out-of-pocket costs and expenses by SCHOOL.

3. Term: This Term of this Agreement shall be from the July 1, 2017 through June 30, 2018, which term shall automatically extend for successive one year periods unless written notice of termination is provided by either party at least 90 days prior to the end of any Term.

4. Relationship of the Parties:

a. Independent Contractor Status: 4SS understands and agrees that it is acting as an independent contractor and is not an agent or employee of SCHOOL by virtue of this Agreement. 4SS will perform the requested Services, under the general direction of SCHOOL, but will determine, in its reasonable discretion, the manner and means by which the Services are delivered. All employees of 4SS that have direct, daily contact with SCHOOL students shall be subject to criminal background check requirements pursuant to LA-R.S. 17:3991(E)(5), to the same extent as employees of SCHOOL.

b. Employment Taxes and Benefits: As an independent contractor, 4SS has the responsibility to file all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. 4SS acknowledges it is not entitled to any rights or benefits (including vacation, 401k and insurance) to which SCHOOL employees may be entitled. 4SS agrees to indemnify and hold SCHOOL harmless from any liabilities, claims or actions relating to employment taxes or benefits. 4SS understands and acknowledges upon signing this Agreement that SCHOOL will not supply any workers' compensation benefit required by any jurisdictions to

anyone with independent contractor status and SCHOOL accepts no liability for 4SS's (or its employee's/subcontractor's) general health.

5. Confidentiality and Non-Disclosure:

a. Confidential Information: As used herein, the term "Confidential Information" shall mean all information, compilations, business plans, technical and financial information, student data and the like, which (a) relate to the products, services or business of SCHOOL or 4SS and which have not been disclosed by SCHOOL or 4SS to the general public or which both parties know or should know are not generally known to the public and are not otherwise public information, (b) are derived from the use or application of the foregoing, or (c) is personally identifiable information about a student that has not been otherwise deemed "directory information" by pursuant to the federal Family Educational Rights Privacy Act or "FERPA" (20 U.S.C. 1232g et seq.).

b. Nondisclosure: SCHOOL and 4SS acknowledge they shall not obtain any right or license to any Confidential Information of the other party. SCHOOL and 4SS agree not to allow any unauthorized person access to Confidential Information and to take actions reasonably necessary and satisfactory to protect such Confidential Information.

6. Representations and Warranties: 4SS represents and warrants that: (a) the Services described herein will be performed in a professional manner in accordance with reasonable industry standard; (b) use by SCHOOL or its affiliates, subsidiaries, assignees and licensees of the materials provided by 4SS, if any, will not violate or infringe any patent, copyright, trademark, trade secret or other personal or proprietary rights of any party; (c) 4SS will not enjoin or interfere with the distribution, licensing or exploitation of the merchandise or other products of SCHOOL.

7. Indemnification: 4SS agrees to indemnify, defend and hold SCHOOL, its affiliates, subsidiaries, assignees and licensees, harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgments, settlements, and damages resulting from any claim or action arising out of 4SS's willful misconduct or gross negligence.

SCHOOL agrees to indemnify, defend and hold 4SS, its employees, sub-consultants, affiliates, subsidiaries, assignees and licensees, harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgments, settlements, and damages resulting from any claim or action arising out of 4SS's performance of its Services hereunder, except in the case of 4SS's gross negligence or willful misconduct.

8. Termination: Either party may terminate this Agreement for breach, after giving written notice and a 90 day cure period. In the event of termination, 4SS shall be due its compensation for Services and reimbursement for approved expenses through the effective date of termination.

9. Non-solicitation of Employees: During the Term of this Agreement neither party shall hire nor attempt to hire any persons that were employed by the other party in the previous twelve months without the written consent of the other party. In the event written consent is not granted, the sole remedy for violation of this Section 9 shall be a payment of liquidated damages to the

offended party equal to 50% of the salary and bonus of the solicited employee for the prior 12 months (or most recent annualized compensation if employed less than 12 months).

10. Force Majeure: Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, hurricane, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

11. Limitation of Liability. In no event shall 4SS be liable for consequential, indirect, punitive or exemplary damages. Notwithstanding any provision of this Agreement to the contrary, 4SS shall not under any circumstances be liable for more that the aggregate amount of its Compensation received during the year in which an occurrence for which it is found liable takes place.

12. Severability and Survival: If any provision herein shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. It is specifically understood that the terms of Article 5 survive the expiration or termination of the Term of this Agreement.

13. Waiver of Contractual Right: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. Remedies: This Agreement shall be governed by the laws of Louisiana. The parties agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Agreement. If, nevertheless, a dispute should arise in connection with this Agreement, the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. In the event any dispute arises between SCHOOL and 4SS concerning this Agreement, it shall be resolved in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration.

15. Notices: Any notice or other communication required or which may be given hereunder shall be in writing to the party to whom notice is to be given at the addresses set forth above.

16. Entire Agreement; Amendments: This contract sets forth the entire Agreement between the parties with respect to the subject matter hereof, and it may only be changed in writing signed by both parties. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

ACCEPTED AND AGREED:
The NET Charter High School

By: _____
Name: Elizabeth Ostberg
Title: Executive Director

ACCEPTED AND AGREED:
4th Sector Solutions Inc.

By: _____
Name: Joe Keeney
Title: CEO

EXHIBIT A
SCOPE OF SERVICES

Financial Management & Reporting

This proposal assumes 4SS shall not have responsibility for the independent financial audit or Annual Financial Report filing for the school year 2016-17, which shall be the primary responsibility of the previous financial manager. 4SS will perform a review of the material provided to the auditor.

Financial Management & Reporting

- Monthly accruals, bank reconciliations, account reconciliations and accounting close.
- Reporting of school financial results in compliance with state and OPSB requirements.
- *Upon request:* Administration of payroll for approval, including payout calculations, termination calculations, problem resolution, deduction adjustments, staff training.
- Ongoing journal entries, tracking for grants.
- Processing of payments on behalf of schools, obtain check approvals, vendor issue resolution. Note: in no event shall 4SS have any signatory authority over any school bank accounts.
- Completion of budgets for categorical funding grant applications (excluding school improvement plans). Federal draw downs, finance piece of document submission, receivables tracking.
- Grant management reporting (finance piece only).
- Year-end close including July payouts, and completion and submission of Annual Financial Report (AFR).
- Complete independent financial audit preparation protocol and support independent financial audit for fiscal year end, including preparation of documentation for on-site testing by auditors, preparation of all requested accounting-related audit schedules, accounting-related assurance schedules, communication with auditors, review and recommend edits to audit draft response to management letter, and attend presentation with Finance Committee and Board.
- Monthly budget meetings with school leader, monthly conference call with board treasurer to review financial report, and presentations at monthly board meetings.
- On-going development and management of school budgets.

Human Resources

ADA Accommodations:

- Receive requests for employee accommodations (equipment and other), review documentation, make determinations, and keep managers apprised.

Benefits:

- For all benefits (e.g., dental, disability, FSA, life insurance, medical, vision; 401k): Coordinate vendor selection process in collaboration with broker for selection by School; manage contracts, administer benefits, ensure payroll deductions for elected benefits, assist employees with claims issues, billing/invoicing.

- Employee Assistance Program: Communicate to staff periodic seminars, billing/invoicing.
- Benefits Guide: Prepare & distribute benefits guide(s) and other educational materials for employees.
- COBRA Administration: Work with COBRA service provider to send eligible employees and dependents a COBRA notice. Yearly open enrollment for COBRA participants.
- Creditable Coverage Filing: File yearly Medicare Part D Creditable Coverage Disclosure.
- Leave of Absence/FMLA: Review requests for LOA/FMLA, review documentation, make determinations, track time on leave and FMLA balances, coordinate communications with managers.
- Mandatory Notices: Distribute all mandated notices related to medical.
- OSHA Reporting: Track and report onsite work-related injuries.
- Other PTO: Administer tracking and approval mechanism for bereavement, PSIL and jury duty.
- SPDs and SMMs: Prepare and distribute Summaries of Material Modifications that are not included in the existing Summary Plan Descriptions.
- Tuition Assistance: Manage tuition reimbursement program (if any),
- ACA Reporting (as required)

Compensation:
- Employee statements, incl. paystub explanation
- Bonus administration
- Merit Increases

Compliance:
- Audit requests
- Background check processing
- Credential management
- EEO reporting
- Employee handbook
- Employee policy review
- Support performance evaluation and resources
- Records retention and compliance

Employee Relations:
- Performance improvement planning, development and documentation
- Employee complaints and grievances
- Exit interview management
- Equipment returns
- Final pay processing
- Intent to Return coordination
- Investigations

- Help desk & employee support
- Employment verification

Talent Acquisition:
- Coordinate advertisement and posting (placement is a School expense)
- Application tracking
- Candidate screening (resume review)
- Candidate sourcing
- Job descriptions
- Offer letters
- New hire documentation
- Pre-employment screening

Compliance Reporting

Key assumptions:
- School gives 4SS admin rights to CUR, PEP, SIS, SPC, SIS, and Title 1 CSPR.
- SER compliance to be performed by school-based special education coordinator or diagnostician.
- Reasonable data integrity and attendance discipline maintained at the school. 4SS reserves right to terminate this Agreement or request payment for additional services in event of school-site data integrity problems.

CUR report:
- Monthly review of school schedule in PowerSchool.
- Submit report using 4SS login (opens in August, target initial report September 15).
- 4SS forwards report confirmations to School.

PEP report:
- 4SS sends School an excel template to complete at least 30 days prior to submission.
- School completes HR information for all school staff at least 7 days prior to submission.
- 4SS submits reports in September and June.
- 4SS forwards confirmations to School.
- 4SS obtains Statement of Affirmation from school leader and submits to state.

SIS report:
- 4SS conducts monthly evaluation of PowerSchool data sets for consistency, completeness, accuracy and reasonableness.
- 4SS receives email from school office manager for all student adds and drops, and 4SS retrieves the new unique identified (UID).
- 4SS submits enrollment counts on or prior to October 1, February 1 and June 30.
- 4SS reviews error reports, resolves any issues, and resubmits by deadline.

- 4SS forwards confirmations to School.
- 4SS obtains Statement of Affirmation from school leader and submits to state.

SPC report:
- Twice yearly review of school calendar in PowerSchool.
- Submit report using 4SS login in October and February.
- 4SS forwards report confirmations to School.

SPS report:
- 4SS updates school information for July submission.
- 4SS forwards confirmations to School.

TDSL linkage:
- 4SS submits template to state using information from PowerSchool in fall and spring.
- 4SS forwards confirmation to School.

Title 1 Consolidated State Performance Report (CSPR) – commencing in 2016-17 school year:
- 4SS requests financial information template from School related to positions funded under Title 1 and students served.
- 4SS submits report and forwards report confirmations to School.

Operations Support

- Assistance with negotiation of third-party service contracts and any shared services contracts.
- Third-party vendor management support.
- Coordinate with technology provider to ensure school data and systems are maintained from prior management organization.
- PowerSchool training and support.

EXHIBIT B
COMPENSATION

One-time start-up fee of $10,000 payable upon execution of this Agreement.

Option 1 - Financial management only:
3.35% of MFP/recurring revenue (same basis as previous provider).

Option 2 - Financial management, human resources, compliance reporting and operations support:
4.75% of MFP/recurring revenue (same basis as previous provider).

Service fees for shall be effective with July 2017 revenue. Option 2 may be selected at later date, with the fee increase effective at the time of election.

Fees are payable monthly. Payments shall be due monthly within fifteen (15) days of receipt of MFP funds by SCHOOL. If SCHOOL does not remit to 4SS the payments set forth herein within fifteen (15) days of their due date, such unpaid amounts shall accrue interest at the rate of six percent (6%) per annum, compounded monthly, until such funds, together with any accrued interest, are remitted to 4SS. If SCHOOL does not remit to 4SS the full amount of such funds within twenty (20) days of their scheduled due date, SCHOOL shall be in default of this Agreement and shall have ten (10) days to cure such monetary default. If SCHOOL fails to cure such default, 4SS shall have the right to terminate this Amendment and cease performance without any further liability or penalty to SCHOOL, except such delinquent amounts due 4SS which shall remain due and owing and subject to collection until such time as they are satisfactorily paid.