

## SERVICES AGREEMENT

This Services Agreement ("Agreement"), effective as of the 25th day of October, 2021 ("Effective Date") is entered into by and between Lycee Francais de la Nouvelle Orleans, a Louisiana public charter school (hereinafter "SCHOOL") and 4<sup>th</sup> Sector Solutions Inc., a Delaware corporation having an address at 2374 St. Claude Ave. #230, New Orleans, LA 70801 (hereinafter "4SS").

**WHEREAS**, 4SS has extensive experience in the human resource management of charter schools in Louisiana, and is being engaged by SCHOOL as an independent contractor to provide charter 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 is not an attorney and does not provide legal or investment advice.
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 Effective Date through January 31, 2022, unless terminated earlier in accordance with Article 8 below. The Term may be extended by mutual written agreement of the Parties.
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 (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 convenience, with 30 days advance written notice. Either party may also propose an increased or reduced scope of services and fee with 30 days notice, based on changes its internal staffing structure. In the event of termination, 4SS shall be due its compensation for Services 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, either directly or indirectly, any persons that was 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 65% of the greater of (i) the total compensation

of the solicited employee for the prior 12 months or (ii) their most recent annualized compensation.

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 than the aggregate amount of its Compensation received during in the six months prior to the month 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:  
Lycee Francais de la Nouvelle Orleans

By:   
Name: Danielle Dufauchard  
Title: Interim CEO

ACCEPTED AND AGREED:  
4<sup>th</sup> Sector Solutions Inc.

By:   
Name: Joe Keeney  
Title: Founder & Chairman

**EXHIBIT A**  
**SCOPE OF SERVICES**

- Assist in implementation of recommendations of Fazand Consulting report dated June 15, 2021.
- Review HR document management system and HR records filing system (physical and electronic).
- Support on-boarding, off-boarding of faculty and staff positions, including candidate screening process, reference checks, I-9 forms, payroll system uploading, background checks, and exit interviews.
- Support processing of foreign associate teachers including visas.
- Assist in development and implementation of performance management system, including performance improvement planning, employee grievances, investigations, and employee support.
- Assist in benefits management and support.
- Assist in design, implementation and management of PTO, Leave of Absence and FMLA systems and procedures
- Support compliance audits.
- Work with School leadership team to address faculty and staff dissatisfaction as evidenced by Spring 2021 survey results.
- Other *ad hoc* faculty recruiting and human resource management services as requested by SCHOOL.

4SS is not an attorney and any advice provided by 4SS should not be considered legal advice.

**EXHIBIT B  
COMPENSATION**

Fees

Hourly Rates as follows:

Joe Neary	Chief Operating Officer	\$150 per hour
Brandy Whitfield	VP of Human Resources	\$125 per hour
Macee Spencer	HR Generalist	\$85 per hour
Karen Gloston	HR Generalist	\$85 per hour

Our estimated budget is \$8,000 for November and \$5,000 per month for December and January.

Total fees will not exceed \$20,000 without written approval of LFNO.