



CLIENT SERVICES AGREEMENT

The Client Service Agreement (“Agreement”) is between Little Bird HR Inc. (“Little Bird”, “Us”, “Our” or “We”) and any of its affiliates, and Ivy Hill Preparatory Charter School (“You” or “Client”).

Not So Typical “Whereas” Clauses

Whereas, contracts like this usually begin with “whereas” clauses.

Whereas, We would rather do business the old fashioned way: with a handshake and a smile.

Whereas, our lawyer told Us that the law requires us to put our promises to You in writing, and we’re cool with that.

Whereas, We insist that this Agreement reflect Little Bird values and be so easy to read that even non-lawyers will understand it.

So, here it goes:

We Will Provide You With The Following Services

Health Care Benefits. Little Bird will offer medical, dental, vision, disability, life insurance, and other ancillary benefits such as critical illness, accident insurance and ID theft insurance benefits through Little Bird’s master healthcare policy to Covered Employees (“Covered Employees” is defined in the next section of this Agreement). Covered Employees must meet the eligibility requirements under the applicable healthcare plan and governing laws.

Health Care Benefits Administration. Little Bird will provide health care benefits administration for Little Bird’s master healthcare policy which includes Consolidated Omnibus Budget Reconciliation Act (“COBRA”) administration; general plan administration; enrollment; benefits billing; and benefits renewal. When Your group ceases participation in the Little Bird health plan, and If You are subject to state or federal COBRA, You agree to obtain substitute coverage (whether using a policy issued to You or otherwise, including under another Professional Employer Organization’s plan) and offer it to every person who was a COBRA continuee or eligible to elect COBRA as of the time Your group ceased participation in the Little Bird health plan.

Payroll and Tax Filing. Little Bird will: (i) assist You in processing payroll for Covered Employees through Our payroll system; (ii) withhold and remit federal, state and local employment taxes; (iii) deliver payroll to You; (iv) process direct deposits to those Covered Employees electing such service; (v) assist You in creating payroll reports, as you may require from time to time; and (vi) process calendar year-end W-2 forms for the Covered Employees (collectively “Payroll Services”).

Wage Withholding Orders; Garnishment; Lien Processing. We will administer Covered Employee garnishments, liens and withholding orders when You timely provide them to Us.

Unemployment Claims Administration. Little Bird will provide unemployment claims administration. If required by a governmental entity, Client agrees to provide Little Bird with a power of attorney to permit Us to administer Client’s unemployment account.

Human Resources Software. We will provide You with a secure, online human resources software system that allows You to process and report newly hired and terminated Covered Employees (including employee background checks), and administer and manage Covered Employee’s healthcare, payroll, perks, employee benefits, and human resources records.

Human Resources Guidance. Little Bird will provide You with human resources advice and guidance on federal, state, and local employment laws that may affect You, including the Fair Labor Standards Act; the Affordable Care Act; the Immigration Reform and Control Act as it applies to the completion of 1-9 forms; the Fair Credit Reporting Act; and the Family and Medical Leave Act. We will also provide You with templates and forms (and assistance with customizing) human resources documents, including an employee handbook, offer letters and termination documents.

Leave Administration. Little Bird will administer Covered Employee leaves required under state or federal leave laws or by Client’s policy.

Employee Service Center. Little Bird will provide Covered Employees with toll-free access to a call center to assist Covered Employees with benefit questions and related support.

Worksite Safety Guidance. Little Bird will provide You with guidance regarding employee loss prevention and workplace safety practices, and access to employee safety training.

Workers Compensation Claims Administration. At Client’s election, Little Bird will provide workers’ compensation claim administration and provide a toll-free number to report claims.

Multiple Employer 401(K) Plan. At Your election, Little Bird can offer Our multiple employer 401(k) plan to Your Covered Employees. If You elect to participate in Our 401(k) plan, You agree to execute a separate 401(k) plan adoption agreement.

When Employees Are Covered By Our Services

Our services apply to “Covered Employees.” A Covered Employee is an employee (not an independent contractor or worker paid through a staffing service or other third party) performing services for You that You submit to us to be a Covered Employee. You agree to submit all Your full-time and part-time employees to be Covered Employees. Persons do not become Covered Employees until You submit to us all the information we require to set them up in our human resources software system (to avoid risk of non-coverage under this Agreement, You should not allow them to work until they have become Covered Employees). Also, to be a Covered Employee an individual must be subject to Your direction and control.



Reselling and “piggybacking” of our services is prohibited. You are responsible for everything relating to non-Covered Employees, including wages, benefits, and workers’ compensation coverage.

You Run Your Organization, We Support You

Operational decisions. While we may discuss operational decisions with You, You make all operational decisions regarding Your business and Covered Employees. No Covered Employee is an agent of ours, authorized to bind us, or acts on our behalf. Your supervisors and managers are agents of Yours, not ours. You are responsible for products and services Your organization provides and for the actions and omissions of Your organization and its agents.

Hiring, firing, and assignments. You decide who to submit to us to be Covered Employees, how they will be compensated, and what they will do in their employment, as well as whether to end their employment. You direct and control Covered Employees in the course of their performing work for You. You are responsible for Covered Employees’ actions and omissions.

Laws affecting You. You are responsible to comply with laws relating to Your control over Your business and Covered Employees, including applicable laws at the federal, state, and local level relating to discrimination, harassment, retaliation, benefits You are required to provide, child labor, occupational safety, wages and hours, time off, disabilities (including providing reasonable accommodations and engaging in interactive processes), immigration and qualification to work in the United States, licensing, registration, bonding, and similar requirements applicable to Your business and employees, posting or otherwise giving notices required to be given by law, covered safety matters governed by the National Labor Relations Act, warning of layoffs and providing retraining under the WARN Act and similar laws, and complying with laws providing for legally-protected leave such as the FMLA and USERRA (You will be the employer or primary employer for purposes of such laws). You are responsible to provide all equipment, training, and working facilities for Covered Employees and are responsible to comply at Your own expense with all safety and disability laws applicable to Your business and Worksite.

Hiring and employment verification. Since You decide who will be a Covered Employee and have face-to-face contact with Covered Employees, which we do not, You are responsible to verify (and as needed re-verify) their eligibility to work in the United States as required by law, and to maintain records, including original I-9s and (if required or used by You, E-Verify), showing that You complied with verification and reverification requirements (You will provide us copies of and access to these records on our reasonable request including after our Agreement terminates). You may choose to use electronically verify I-9s and submit Covered Employees to E-verify, so long as it is lawful to do so. If a Covered Employee requires a visa, You will be the sponsoring employer. You are responsible for ensuring that Covered Employees are fit and qualified to perform the work they perform for Your business, including any responsibility to perform background checks or verify qualifications.

Policies/handbook. You can set policies for Covered Employees. We will work with You to produce a handbook based on our standard form, customized to conform with Your policies, which we can post inside our human resources software for Covered Employees’ reference, and which You may distribute to Covered Employees via hard copy. Our form handbook contains some basic policies required to comply with certain generally applicable laws and best practices, and our providing it does not imply that we have more, or that You have less, control over Covered Employees than as described in this Agreement.

Retirement benefits You sponsor. You can sponsor Your own retirement benefit plan (e.g. 401K or 403b Plan) and treat Covered Employees as Your employees for purposes of those plans. We will not adopt or sponsor Your retirement benefit plan, act as a plan fiduciary, or in any other way be responsible for them. We may, at Your request, administer and handle employee and employer deductions for such retirement plans via our Payroll Services. Generally speaking, unless You and We agree in writing, We will not handle any money associated with Your retirement plans. Unless we agree otherwise in writing, You are responsible for all matters relating to Your retirement plan, including fiduciary obligations, tax returns, discrimination testing, and compliance with applicable laws, which might include ERISA and the Affordable Care Act. We may reflect the value of such retirement benefits You sponsor on W-2s we issue, however, you must give us information in the format and within the deadlines we provide each year and we will rely on the information You provide.

Contracts with Covered Employees. You can enter into contracts with Covered Employees, including restrictive covenants such as confidentiality and noncompetition agreements and intellectual property agreements. We are not a party to or responsible for such contracts. We disclaim any rights in the work product of Covered Employees you may have, including intellectual property.

Regulated businesses. If You or a Covered Employee are subject to a licensing, registration, bonding, insuring, or other industry or profession regulation-related requirement, we exercise no control over the regulated activity; You maintain all such control (for example, if You are a law firm we do not have any control over Your practice of law) and are responsible for complying with professional licensing or other regulatory requirements. If You are a government contractor we do not become a government contractor by contracting with You, and You are responsible for complying with government contractor requirements.

Unions. If Covered Employees are represented by a union, seek to be represented, or otherwise engage in activity covered under the National Labor Relations Act (NLRA), or any similar state or local entity, You are responsible for all such matters including bargaining, fulfilling Your obligations under collective bargaining agreements, and unfair labor practice claims. We are a service provider to You for purposes of union matters.



How We Are Paid

Fees and Expenses. You agree to pay Little Bird the following:

(i) A Little Bird Service Fee equal to the total number of Covered Employees multiplied by \$105 per month. The Little Bird Service Fee will be invoiced in advance on or about the 25th day of each month and will be due and payable by You no later than the fifth day of the following month. Little Bird will waive this fee, and all implementation and payroll costs through June 30, 2019 if You sign this Agreement on or before October 1, 2018.

(ii) Actual Little Bird employee benefit costs and other discretionary HR expenses (such as background checks) incurred by You and your Covered Employees. Such costs and expenses will be invoiced in advance, if possible, on the 25th day of each month and will be due and payable by You no later than the fifth day of the following month.

(iii) Actual payroll for your Covered Employees (including all associated taxes, and other payroll deductions). You will pay (i.e. “fund”) your payroll with your own money at least two days before each payroll is due to be paid to employees, or as otherwise mutually agreed-to by You and Us in order to ensure that Covered Employees are paid on-time, fully and accurately.

Invoices. You agree to timely pay us all fees and expenses due under this Agreement via ACH. If you do not timely pay us, a late payment charge of 1.5% per month (or the greatest allowed by law if less) will be charged to Your account. You authorize us to initiate debit entries against Your account for any amounts that You owe pursuant to this Agreement (this authorization cannot be revoked without our written consent unless and until You have satisfied all Your financial obligations to Us including after this Agreement terminates); You agree not to allow any debit entry to fail including for insufficient funds or by instructing Your financial institution to reject or reverse our debit entries.

Unemployment taxes/contributions. FUTA, SUTA, and other taxes, surcharges, special assessments, surcharges, special assessments, and other amounts imposed on us by law, in addition to unemployment tax as a result of reporting unemployment contributions, will be passed through to You unless otherwise agreed to in writing by Us and You.

Disputing invoices. You agree to pay our invoices in full without deduction or set-off. If You do not pay us all amounts due when due, this Agreement will be deemed automatically terminated by You as of the last payroll ending day on which You were fully paid up (or such later day as we consent to in our discretion), subject to reinstatement in our sole discretion. If You dispute an invoice You agree to nonetheless pay us in full, notify us of Your dispute within 90 days of the invoice (any disputes You do not notify us of within a six month period will be deemed waived), and You and we will work in good faith to resolve the dispute; we will credit You for any overpayment determined through this process.

When Our Services Begin And End

Term. This Agreement takes effect on the first day of the first period for which we issue payroll, or employee benefits begin, whichever comes first. This Agreement has a term of one year and

automatically renews for additional one-year terms with a three percent (3.0%) increase each year, unless earlier terminated as provided below.

Termination for convenience. After the initial one-year term, You can terminate this Agreement at any time for any reason or no reason by giving us at least 90 days written notice. If You terminate this Agreement we charge a termination fee of \$100 an employee (based on the number of unique Covered Employees in the 90 days before termination) but we will waive that fee if You give us at least 90 days written notice and fulfill Your obligations to us. We can also terminate this Agreement at any time for any reason or no reason on 90 days written notice to You.

Post-termination. This Agreement will end on the last day for which we are responsible for Your payroll (not, for example, the date on which You pay us for that service or the last check date). When this Agreement ends there may be things both You and We have to do to perform our obligations already incurred under this Agreement and doing these things will not extend the termination date. When this Agreement ends You will notify Your staff that Little Bird no longer provides any insurance, benefits, payroll, or services to them, and we may also notify them (for instance, if required by law).

Survival of obligations. Obligations that will survive termination of this Agreement include any obligation to the extent incurred prior to termination, anything explicitly noted in this Agreement as surviving, obligations of payment, reimbursement, indemnification, and cooperation, all terms relating to legal or insurance claims, and obligations relating to returning injured workers to work.

Information And Cooperation We Need From You

Generally. Since we rely on You and we generally have no other source of information regarding Covered Employees and related matters, we depend on You for, and You agree to provide us, accurate, complete, timely information that we reasonably request to perform our services (including information You provided prior to this Agreement becoming effective). You are responsible for matters to the extent caused by Your providing us inaccurate, incomplete, or untimely information.

Payroll information. You agree to report and pay for all taxable compensation and all compensation that would be reported on a W-2 to Covered Employees through our service. You are responsible to identify the workers’ compensation code describing each Covered Employee’s work. If a Covered Employee has been misclassified the worker’s compensation insurer or we, as applicable, can adjust the fees charged with respect to the Covered Employee both prospectively and retroactively to reflect the proper classification (this does not waive any breach of this Agreement caused by such misclassification or require us to accept Covered Employees in the proper code). You agree to submit new hire documentation within three days of hire, keep employee information up to date, and notify us within two days of employee separation. You can change information such as pay rates, job codes, and active employment status using our software at no charge. You and our payroll department will set mutual expectations for when payroll must be submitted.



Worker injuries. If a Covered Employee is injured at work, even if the injury is small or the Covered Employee does not want medical care, You will have a manager notify us as soon as possible using an Little Bird's software, or an e-mail or toll-free number we designate.

Benefits-related information. You agree to timely provide us all information we reasonably request for administration of benefits for plans we sponsor in which Covered Employees participate.

Unemployment claims. You agree to respond to requests for information and documents from us or companies we retain to assist with claims so that responses to unemployment claims can be submitted within the time limits set by law (penalties can be imposed by state agencies for not providing timely, complete, and accurate responses which we will pass through to You if You did not respond timely, completely and accurately, and we may charge our customary fees if healthcare benefits are granted as a result of Your not responding timely, completely, or accurately). In states where unemployment taxes are reported to our account, You agree to cooperate with us to contest claims unless we determine they should be not be contested, including after this Agreement terminates.

Human resources recommendations. If We make a recommendation relating to compliance with law, and You choose not to follow it, You will be responsible for the consequences of not following our recommendation and any matters to the extent arising from or in connection with not following the recommendation (including government and private actions and investigations) and waive any EPLI coverage under a policy of ours for any claims arising from or in connection with not following the recommendation.

Opening and closing Locations. If You open or close a location where Covered Employees work, You will notify us at least 30 days in advance or, if that is not reasonably possible, as soon as reasonably possible. If You experience a mass layoff as defined by the federal WARN Act or that qualifies for worker notification under a similar state law, You will notify us at least 90 days in advance.

Insurance You purchase. We only provide the insurance described in this Agreement. You are responsible to maintain any other insurance You deem appropriate for Your business. You agree to a minimum to maintain, and provide certificates of insurance on our reasonable request: Commercial general liability; vehicle liability (if any Covered Employee operates a vehicle in the course of employment); and professional liability (if applicable), each with not less than \$1 million limits. We suggest You name us as an additional insured on Your policies. Availability and limits of insurance will not limit our obligations to each other under this Agreement.

Governmental and private actions. If You become aware of an actual or threatened governmental or private action, complaint inquiry, or investigation of any kind relating to Covered Employees, their benefits, wages, or employment taxes, or their terms and conditions of employment (including occupational safety), You agree to contact Little Bird immediately and keep us informed on an ongoing basis.

Employment Practices Liability Insurance (EPLI)

Generally. You agree to maintain employment practices liability insurance (EPLI) that covers You for certain legal actions by Covered Employees, former Covered Employees, and applicants for a Covered Employee, and you agree to name Little Bird as an additional insured on Your EPLI policy.

What Documents Are Included In Our Agreement

Included documents. Everything we agree to is contained within this Agreement and any addenda signed by You and Us. There are no external agreements, understandings, or inducements. We may send You updated terms of this Agreement from time to time which will take effect not less than 30 days after we notify You of them (unless a sooner date is required by law) and use of our services after they take effect will constitute acceptance of them.

How We Will Resolve Disputes

Venue. This Agreement is governed by the substantive law of the State of New York (disregarding its choice of law provisions). Any litigation between You and Us will be venued only in the state or federal courts of New York, New York, and You and We consent to jurisdiction and venue there. The prevailing party will be entitled to its costs and reasonable attorney fees. BOTH YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL. If any part of this Agreement is held unenforceable, the remainder will continue to be effective.

Mutual indemnification. You and we will each defend and indemnify each-other (including as to reasonable attorney fees) for claims, allegations, actions, investigations, damages, and other matters to the extent that they are or arise out of or in connection with a matter over which the indemnifying party exercises control as allocated in this Agreement, for which the indemnifying party is responsible under this Agreement, or the failure of the indemnifying party to fulfill a responsibility or obligation explicitly arising under this Agreement, regardless of whether the other party was negligent. Neither You nor We will be able to obtain punitive, multiplied, exemplary, or other damages other than actual economic damages from each-other, or lost profits (even if advised of the potential for lost profits). You and We will cooperate with each-other in any matter for which defense/indemnification is owed. The indemnifying party will have the right to conduct the defense and compromise claims through reasonable counsel, provided that it cannot admit guilt or fault on behalf of the indemnified party or agree to relief other than monetary relief which it alone will pay without the indemnified party's consent, and the indemnified party will have the right to provide input as to the conduct of the case.

Notices. Notices pursuant to this Agreement must be in writing sent to the recipient's notice address by US Mail or commercial carrier properly addressed and postage paid with proof of delivery, and notice will be deemed given the earlier of when delivered or three calendar days after sent. You will tell us what address You want us to use as a notice address when we set up Your account. Our notice address is: *Attn: Notice, Little Bird HR, 234 5th Avenue, Suite 412, New York, NY 10001.*



Interpretation. When interpreting this Agreement, the phrases “including,” “such as,” and “for example” mean “including but not limited to.” Where our Agreement assigns a responsibility to a party, unless otherwise explicitly stated it is that party’s sole responsibility. Any failure to strictly enforce this Agreement will not operate as a waiver or require future waivers. There are no third party beneficiaries to this Agreement other than third parties entitled to indemnification under it. This Agreement can only be assigned with our express written consent, which we will not unreasonably withhold. The substantive terms of this Agreement are not affected by where they appear or the paragraph heading under which they appear. You and We are sophisticated business entities and have bargained over our relationship, therefore no provision of this Agreement will be construed against You or Us as the drafter.

Circumstances We cannot control. If Our services are interrupted or impaired by things beyond our reasonable control such as weather emergencies, war, failures of banking systems, the internet, or common carriers, we will not be in breach of Our agreement as a result, but we will make commercially reasonable efforts to restore service.

We are only responsible for the obligations We expressly undertake in this Agreement. No other obligations of Ours can be implied by course of dealing or for any other reason. **WE MAKE NO WARRANTIES OTHER THAN WHAT IS EXPRESSLY STATED IN THIS AGREEMENT.** No communication from Us should be regarded as legal, tax, or insurance advice. Also, although We are for purposes of some laws considered an employer and the relationship between You, Us, and Covered Employees is sometimes referred to for convenience as “co-employment,” You are a common law employer of Covered Employees, and You and We are independent contractors of each-other, not joint employers.

Alternative Workers’ Compensation

If this provision applies, it supersedes any other part of our Agreement that obligates Us to provide workers’ compensation coverage or workers’ compensation claims management, and any requirement that You report injuries to us or our workers compensation carrier.

You agree to obtain and maintain at Your sole expense all legally-required workers’ compensation coverage (both Part A and Part B), from a carrier admitted in the jurisdictions where Covered Employees reside. You cannot self-insure or elect not to be covered. You agree to have us named as an insured or additional insured/labor contractor on Your workers’ compensation policy by endorsement on an appropriate NCCI or similar state-approved form. The parties intend that by endorsing Us to Your policy we will have fulfilled any statutory or regulatory obligation to provide workers’ compensation to Covered Employees, and that We and You both enjoy the protection of the exclusive remedy of workers’ compensation for claims by Covered Employees. If for any reason the insurance to be provided by You under this provision fails to defend and indemnify Us in any workers’ compensation claim (including Part A and Part B claims) by a Covered Employee, or if we are found not to have provided workers’ compensation coverage or to be entitled to the exclusive remedy of workers’ compensation

because coverage is provided by You or You fail to provide such coverage, You will unconditionally save, defend, hold harmless, and indemnify us and our workers’ compensation carrier with respect to such claim and anything related to it. You will provide us certificates of insurance showing compliance with this provision, and copies of Your policy, on our reasonable request. You will be solely responsible for paying or funding all premiums, deductibles, retentions, broker fees, collateral, deposit, or security requirements, fixed costs, TPA fees, and any other fees or costs associated with the coverage to be provided by You under this provision. Your choice of carrier, terms of coverage such as deductibles and exclusions, and the form by which we are endorsed to Your policy must be acceptable to us in our reasonable discretion. If You fail to provide coverage or proof of coverage as required by this provision we have the right, but not the obligation, to purchase such coverage at Your expense.

Jurisdiction-Specific Provisions

Language included in this section is intended to comply with the laws of specific jurisdictions, if applicable, and applies to services within those respective jurisdictions. If liability for a matter is allocated differently in this section than in the rest of the Agreement, as between You and Us for indemnification purposes the allocation in the rest of this Agreement will continue to apply and not be altered by jurisdiction-specific provisions. In jurisdictions marked “*” we reserve a right of direction and control over Covered Employees to the extent required by law, and You exercise direction and control over Covered Employees including that necessary to conduct Your business, discharge any fiduciary responsibilities, or comply with applicable licensure, regulatory, or statutory requirements. If by law we have to reserve a right of direction and control, a right to hire and fire, or any other right in order to meet the requirements of applicable PEOs, it does not imply that we exercised such rights in a given situation and You still exercise all Your rights under our Agreement at all times and are responsible for the consequences of doing so. Where we assume a responsibility without regard to payment by You, that provision is not for Your benefit (You cannot enforce or rely on it in the event of Your breach) and does not relieve You of Your responsibilities under this Agreement; it is included to comply with jurisdictional requirements. We will not provide services or otherwise do anything that would subject us to the jurisdiction of a government other than that of the United States of America or its states, political subdivisions, and territories.

Connecticut.* You agree to obtain signed employee authorizations and acknowledgments from each person You submit to be a Covered Employee. You will be solely responsible for directing, supervising, training, and controlling the work of Covered Employees with respect to Your business activities and are solely responsible for the acts, errors, or omissions of Covered Employees with respect to such activities. Neither You nor We will be liable for the acts, errors, or omissions of the other or any Covered Employees when acting under the other’s express direction and control, and You acknowledge that You expressly direct and control Covered Employees at all times. You are solely responsible for the quality, adequacy, or safety of the goods or services produced or sold by Your business. We will make payment for Covered Employee benefits to the extent, if any, that we have assumed responsibility in this Agreement.



Florida.* You warrant and represent that under penalty of perjury that as of the inception of this Agreement You are not delinquent in the payment of any fees owed to a PEO/employee leasing company or premium owed to a workers' compensation insurer that is not subject to dispute. We assume responsibility for the payment of wages for work as a Covered Employee, and full responsibility for payment of payroll taxes and collection of taxes from payroll on Covered Employees, without regard to payment by You. We retain a right of direction and control over the management of safety, risk, and hazard control at Your locations affecting Covered Employees, including responsibility for performing safety inspections of Your equipment and premises and for the promulgation and administration of employment and safety policies. We and our assigns may conduct an annual onsite physical examination of Your locations. We retain the authority to hire, terminate, discipline, and reassign Covered Employees, however, You have the right to accept or cancel any such assignment to You. We will give Covered Employees written notice of the relationship between us and You. We and our assigns have the right to conduct onsite physical examinations of Your operations including after our Agreement terminates to aid in the determination of proper workers' compensation classifications of Covered Employees and to aid in determination of payroll amounts paid to Covered Employees (see Rule 61G7-12.001, F.A.C. and 440.381 F.S. and rules promulgated thereunder). You and We intend that we will have the ability to avoid liability for tortious actions of employees including Covered Employees to the fullest extent allowed by law pursuant to Title XLV, Chapter 768.098, You have and We are expressly absolved of control over day-to-day job duties of Covered Employees and actual control over job sites, You are required to report complaints, allegations, or incidents of any tortious misconduct or workplace safety violation by Covered Employees to Little Bird.

New Jersey. We assume responsibility for the payment of wages to each Covered Employee without regard to payment by You. We retain the authority to reassign a Covered Employee subject to the Covered Employee's consent. You have the right to accept or cancel the assignment of any Covered Employee. We will hire the initial Covered Employee from among employees of Yours when this Agreement takes

effect at comparable terms and conditions of employment as are in existence at Your jobsite at that time and as specified by You. You will continue to honor and abide by the terms of any collective bargaining agreement to which You are a party and advise us of any requirements that impact our services. You and we each retain a right of direction and control over management of safety, risk, and hazard control at locations or sites affecting Covered Employees including: responsibility for performing safety inspections of Your equipment and premises; responsibility for the promulgation and administration of employment and safety policies; and responsibility for the management of workers' compensation claims, the filings thereof, and procedures related thereto. If when this Agreement takes effect all Your workforce consists of Covered Employees we will report wages and make unemployment contributions based on experience assigned to us, and when this Agreement ends You will receive a new employer rate if Our agreement was in effect for at least two years (if less, You will pay contributions at our rate until the next July 1 and Your experience while Our Agreement was in effect will be factored into Your pre-existing rate). If when our agreement takes effect less than all of Your workforce consists of Covered Employees You must so inform us, and we will report wages and make contributions for Covered Employees based on experience assigned to Us, but their experience will be factored into Your experience when this Agreement terminates unless this Agreement has been in effect at least two years.

New York. We agree to co-employ Covered Employees. We reserve the right to hire, terminate, and discipline Covered Employees as well as a right of direction and control but You have discretion as necessary to conduct business, discharge fiduciary duties, or comply with licensure requirements. Pursuant to section 195.1 of the Labor Code You will provide Covered Employees a Notice and Acknowledgment of Wage Rate and Designated Pay and keep the originals signed by the Covered Employees on file. We assume responsibility for withholding and remittance of payroll-related taxes and employee benefits from our own accounts for Covered Employees for which we have assumed contractual responsibility in this Agreement. We will comply with the New York Disability Law with respect to the payroll we issue.

By signing below you are agreeing to the above terms of this Client Service Agreement.

Dated 12 / 11 / 2018

Ivy Hill Preparatory Charter School

Ambrosia Johnson

Signature

Ambrosia Johnson

Print Name

Founder & Head of School

Title

Little Bird HR Inc.

James K. Stovall

Signature

James Stovall

Print Name

Chief Executive Officer (CEO)

Title



**AUTHORIZATION AGREEMENT FOR
AUTOMATED CLEARING HOUSE TRANSACTIONS (ACH DEBITS)**

Client Information			
Company Name:	Ivy Hill Preparatory Charter School	Company FEIN:	83-1178507
Address, City, & State:	518 Midwood Street, Apt 1	ZIP: 11225	

I (we) hereby authorize Little Bird HR Inc. to initiate debit entries and to initiate, if necessary credit entries and adjustments for any debit entries in error to my (our) Checking account indicated below and the Depository named below, to debit and/or credit the same to such account. ACH Debits will begin on the next immediate billing cycle after this ACH Authorization form is fully complete and received by Little Bird HR Inc.

Bank Information		
DEPOSITORY NAME:	JP Morgan	Branch (if applicable): N/A
City:	Brooklyn	State: NY Zip: N/A
Transit/ABA No: ("Routing #")	21000021	Account #: 758158716

*I understand the ACH Debits will be made (5) days after issuance of invoice. I understand that this authorization will remain in effect until I cancel it in writing. I agree to notify **Little Bird HR Inc.** in writing of any changes in my account information or termination of this authorization at least 30 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that **Little Bird HR Inc.** may at its discretion attempt to process the charge again within 5 days, and agree to an additional \$250 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.*

ACH Authorization			
Name:	Ambrosia Johnson	Title:	Founder & Head of School
Signature:	<i>Ambrosia Johnson</i>	Date:	<u>12</u> / <u>11</u> / <u>18</u>