

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (this “Agreement”) is entered into and effective as of July 1, 2024 (the “Effective Date”), by and between Ascent Classical Academies, a Colorado nonprofit corporation (the “Contractor”), and Ascent Classical Academies South Carolina, a South Carolina nonprofit corporation (the “Corporation”). For purposes of this Agreement, the Contractor and the Corporation together may hereafter be referred to as the “Parties”.

RECITALS

WHEREAS, the Corporation operates or seeks to operate one or more nonprofit public charter schools located in South Carolina (each, a “Charter School” and, collectively, the “Charter Schools”), pursuant to charters (the “Charters”) issued by The Charter Institute at Erskine (“CIE”);

WHEREAS, the Corporation is overseen by its board of directors (the “Board”) and is operated by such employees and contractors as the Board may employ or retain from time to time in its sole discretion;

WHEREAS, the Corporation, by and through the Corporation’s Board, desires to ensure that the Ascent Classical Academies South Carolina system is compliant with state law, is professionally managed and operated in accordance with the requirements of the Charter and as an Ascent Classical Academies academic system, and that its operations and educational programs are a true and full replication, to the greatest extent possible under applicable law, of the Ascent Classical Academies high-performing schools proven model;

WHEREAS, the Contractor has demonstrated expertise in the professional operation and management of non-profit charter schools, including but not limited to the Services (as defined below) and is organized to provide or make provisions for the professional operation and management of charter schools and such other activities as are necessary, incidental, or appropriate in connection therewith;

WHEREAS, the Contractor desires to provide the Services (as defined below) to the Corporation for all non-profit charter school campuses operated by the Corporation and in accordance with applicable law;

WHEREAS, the Board, on behalf of the Corporation, desires to engage the Contractor to provide exclusive management services for all Charter Schools granted a Charter by the CIE; and

WHEREAS, the Corporation and the Contractor desire to enter into this Agreement, to establish the obligations and responsibilities of each party with respect to the operation and management of the Corporation’s Charter Schools, as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporation and the Contractor mutually agree as follows:

AGREEMENT

ARTICLE I

INCORPORATION OF RECITALS

1.1 Incorporation of Recitals. The recitals listed above are incorporated into and made a part of this Agreement for all purposes.

ARTICLE II TERM

2.1 Initial Term. This Agreement is effective as of the Effective Date and shall continue until June 30, 2034, unless otherwise restricted by law or earlier terminated as provided in Article VIII below (the “Initial Term”).

2.2 Renewals. Upon expiration of the Initial Term, this Agreement shall automatically renew for three (3) additional five (5) year “Renewal Term(s)” (collectively with the Initial Term, the “Term”) unless either Party provides written notice of nonrenewal at least 180 days prior to the end of the Initial Term or subsequent Renewal Term, or unless terminated earlier in accordance with the provisions of this Agreement or applicable South Carolina law. If any Term is renewed for a Renewal Term pursuant to this Section, the terms and conditions of this Agreement shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to the adjustments set forth in Section 7 (Fees) below and any amendments required by state or federal laws, rules, and regulations. If either Party provides timely notice of its intent to not renew this Agreement, then unless otherwise terminated earlier in accordance with its terms, this Agreement shall terminate on the expiration of the Initial Term or any Renewal Term; *provided*, however, that as of the time of each such renewal, the term of the Agreement (taking into account such renewal) shall never exceed the lesser of (a) 30 years, or (b) eighty (80) percent of the remaining weighted average reasonably expected economic life of the properties managed pursuant to the Agreement.

2.3 IRS Safe Harbor. It is the intent of the Parties that this Agreement constitute a management contract of the type described in I.R.S. Rev. Proc. 2017-13, 2017-6 I.R.B. 787 (Feb. 6, 2017). Corporation

ARTICLE III RESPONSIBILITIES OF THE CORPORATION

3.1 The Corporation’s Responsibilities. During the Term, the Corporation shall be responsible for the following:

3.1.1 Development and Implementation of Mission and Charter School Policies. The Board shall be exclusively responsible for the operational, fiscal, and academic policies of the schools. The Board shall exercise good faith in considering the recommendations of the Contractor, including but not limited to, the Contractor’s recommendations regarding policies, rules, and regulations for each Charter School.

3.1.2 Charter Oversight. The Board shall oversee this Agreement and the Corporation shall retain ultimate responsibility for complying with the terms of the Charters.

3.1.3 Contractor Access. The Corporation will ensure the Contractor has unfettered access to all personnel, data, reports, financials, and other information necessary for the Contractor to fully and properly perform its responsibilities and the Services set forth in this Agreement.

3.1.4 Review and Approval of Annual Budget. The Board shall consider in good faith any proposed Annual Budgets (as defined in Section 4.3) for the Charter Schools, including any amendments thereto, and shall not approve any Annual Budget that materially hinders the Contractor's ability to deliver the Services set forth in this Agreement. The Corporation's Board shall ensure each expenditure or obligation of the Corporation's funds is made in compliance with Board policy, the Board-adopted Annual Budget, and applicable federal and state law.

ARTICLE IV RESPONSIBILITIES OF THE CONTRACTOR

4.1 Services. During the Term, the Contractor shall provide, and the Corporation shall accept, the Corporation with the services set forth in this Article 4 and in Exhibit A (collectively, the "Services"):

4.1.1 Academic Development and School Management.

4.1.1.1 Curriculum. The Contractor shall provide the Corporation with curriculum, policies, procedures, manuals, curricula, curriculum maps, lesson plans, training videos, pilot projects, templates, resources, services, strategies, improvements, and other materials to supplement the Corporation's program of instruction in the Charter Schools. The Contractor's academic curriculum and supplements shall support the South Carolina Department of Education ("SCDOE") and other applicable state standards. The Corporation shall, and shall cause its employees, independent contractors, consultants, agents and other related parties to, at all times, exclusively use, follow, preserve, and promote the Contractor's materials provided under this Section, including the terms and conditions of Article XI (Intellectual Property) below and any separate license agreement(s) entered into between the Parties.

4.1.1.2 Academic Support. The Contractor shall consult with the Corporation on the Corporation's academic program and student achievement results by: (i) consulting with the Corporation on the implementation and delivery of curriculum and instruction, including the Contractor's curriculum; (ii) analyzing current student achievement data; and (iii) consulting with the Corporation and providing technical assistance with strategies to improve student achievement results throughout the South Carolina Charter Schools and endeavoring to meet and exceed state standards.

4.1.1.3 Online/Distance Learning. To the extent that any Force Majeure Event and related circumstances disrupt the Corporation's ability to provide in-person learning, the Contractor shall consult with and assist the Corporation in providing distance learning to its students, as allowed by applicable state and federal laws and regulations. A separate statement of work (as outlined in Section 4.8 below) for jointly or cooperatively operating distance/online learning may be entered into between the parties on a cost-allocation basis compliant with South Carolina law.

4.1.1.4 School Management. Corporation delegates all operational responsibility to the Contractor who shall manage the day-to-day operations. The Contractor shall consult with the Corporation on matters of state and federal compliance, student discipline, parent relations, and strategic school operations. The Contractor shall develop and maintain a parent-student handbook, code of conduct and discipline guidelines, and other school management-related policies and procedures compliant with local, state, and federal law.

4.1.1.5 Implementation and Promotion of the Ascent Classical Mission. The Contractor has developed specific strategies that support the Charter School's mission to implement an Ascent Classical program and system of schools in South Carolina by designing and implementing practices that fulfill those strategies. Notwithstanding anything to the contrary elsewhere in this Agreement, the Corporation shall, and shall cause all of its employees, contractors, consultants, agents, and other related parties to, at all times implement and maintain strict fidelity to the Contractor's Charter School Mission through accountability measures, including a thorough appraisal process (e.g., a validation process including, but not limited to, observations, audits, support, mentoring, guidance, evaluations, and corrective action). In the event the Corporation fails any accountability measures, the Contractor shall work with the Corporation's Board to implement the appropriate remedial actions. The Contractor shall also consult with the Corporation to coordinate compliance with all South Carolina school accountability systems.

4.1.1.6 Good Faith Implementation. The Corporation's Board shall ensure all of its employees, contractors, consultants, agents, and other related parties are trained and aligned to implement and promote the Contractor's mission, strategies, and goals.

4.1.1.7 Human Resource Administration. The Contractor shall provide human resource services for all teachers, paraprofessionals, administrators, and other staff members and education professionals (collectively, the "Contractor Employees"), and all the Contractor staff and personnel assigned by the Contractor to provide services at each Charter School. Specifically, the Contractor shall: recruit, hire, discipline, promote, terminate, and otherwise make management decisions regarding the Contractor Employees. Perform all human resource management and benefits administration services as is necessary for the Contractor Employees, including:

4.1.1.8 Negotiate and contract with a certified professional employer organization to handle paying, withholding, and transmitting payroll taxes; providing unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving the Contractor Employees; *provided*, however, the Corporation shall be solely responsible for funding the cost of salary, wages, and premiums paid, as provided for in the Annual Budget, no less than five (5) business days prior to any payroll cycle. Corporation will fund a payroll reserve of 115% of monthly payroll costs from the previous three (3) months, that will be reconciled quarterly. The Corporation shall at all times support Contractor regarding payroll operations.

4.1.1.9 Submit health insurance coverage options for the Contractor Employees to the Board for its consideration and procurement of such policy terms and limitations as approved by the Board. The Corporation shall be solely responsible for paying the cost of such

health insurance coverage, as provided for in the Annual Budget, at the time the insurance premiums are due.

4.1.1.10 Manage compliance with federal, state, and local labor and employment laws applicable to the Contractor.

4.1.1.11 Contractor Employees, including but not limited to, the Immigration Reform and Control Act of 1986; the Internal Revenue Code (“Code”); the Employee Retirement Income Security Act (“ERISA”); the Health Insurance Portability and Accountability Act (“HIPAA”); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act (“COBRA”); the Uniformed Services Employment and Reemployment Rights Act of 1994; and as set forth in the Patient Protection and Affordable Care Act (“ACA”).

4.1.1.12 Manage compliance with all provisions of the ACA applicable to the Contractor Employees, including the employer shared responsibility provisions relating to the offer of “minimum essential coverage” to “full-time” employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

4.1.1.13 Actions in Accordance with the Corporation’s Exempt Status and Charter. To the extent applicable, the Contractor agrees that, in providing the Services pursuant to this Agreement, the Contractor will not act in a manner that will threaten to terminate the Corporation’s tax-exempt status, as described in Internal Revenue Code Section 501(c)(3) or the Corporation’s Charter.

4.2 Deposits, Banking, Lines of Credit. The Corporation shall select depository institutions accounts for all funds received by the Corporation, and all funds received by the Corporation shall be deposited in such accounts. All interest and investment earnings on the Corporation’s deposits shall accrue to the Corporation. The signatories on such accounts shall include representatives of the Contractor and the Corporation. The Contractor shall have access to all bank accounts, lines of credit, and other financial accounts as necessary to perform the Services outlined in this Agreement. Corporate Board approval shall not be withheld. Notwithstanding the foregoing, the Corporation reserves the right, with ten (10) days’ prior written notice, to review the previous month’s invoices and payments. All indebtedness, and any fees, costs, and interest associated with credit card, line of credit or other debt or operational financing shall be borne solely by the Corporation. Contractor and Corporation will execute Deposit Account Control Agreements on Corporation accounts, that Corporation will not unreasonably withhold approval.

4.3 Annual Budget. The Contractor shall provide the Board with an annual proposed budget, along with any amendments or modifications the Contractor deems necessary or advisable, for the Board’s approval (together the “Annual Budget”).

4.4 Account Management. The Contractor shall supervise, manage, disburse and account for all revenues consistent with the Annual Budget, this Agreement, the Charter, and applicable law. Revenues shall be used to pay for the fees or expenses associated with the Corporation’s operations. Upon ten (10 days’ prior written request, the Contractor shall provide

the Corporation with accurate and complete documentation of all revenues and expenses. The Contractor agrees to comply with the Corporation's Signature Authority Policy (if any), as amended by the Board from time to time, in the management of the Corporation's bank accounts, lines of credit or other financial accounts.

4.5 Use of Charter School Funds. Any costs or expenses paid by or charged to the Corporation shall be limited to those costs specific to the Corporation and shall not include any costs or expenses incurred on behalf of the Contractor's other clients.

4.6 Availability of Funds. The Contractor shall only be required to perform the Services to the extent that there are sufficient and timely revenues available to make payments in accordance with the terms of the Annual Budget, unless such budget shortfalls are caused by or arise from the Contractor's own negligent or intentional acts or omissions. Management Fees and payroll costs may be transferred to Contractor immediately upon receipt by Corporation.

4.7 Place of Performance. Unless prohibited by applicable law or the Charter, the Contractor reserves the right to perform the Services, other than instruction, such as purchasing, administrative functions, and professional development, at a location of its choosing, including off-site.

4.8 Additional Services; Statement of Work. As referenced in this Agreement, certain additional services provided by the Contractor in addition to the Services may be recommended by the Contractor for approval by the Corporation's Board. The costs for such additional services, shall be charged separately and directly to the Corporation and Corporation shall pay costs for such additional services at time of billing. . The Corporation recognizes that the Contractor possesses the time, expertise, negotiating power and the ability to procure such additional services beyond the time, expertise, negotiating power and ability available to the Corporation. In procuring such reimbursable additional services, the Contractor is exercising and utilizing its time, expertise, negotiating power and ability, which in and of itself is a valuable service provided for the Corporation.

4.9 Subcontracts. The Contractor reserves the right to subcontract any and all aspects of the Services; *provided*, however, that the Contractor shall not subcontract the oversight of the educational program except with the prior written approval of the Board.

ARTICLE V PERSONNEL & TRAINING

5.1 Personnel. The Contractor shall recruit, select, hire, employ, and assign qualified personnel and support staff for each Charter School ("Personnel"). The Contractor shall have the responsibility and authority to evaluate, transfer, discipline, and terminate Personnel, consistent with the Annual Budget, Charter, and applicable law. Personnel shall be either employees or contractors of the Contractor and shall be paid pursuant to the Annual Budget. The Contractor shall be responsible for its employees.

5.2 School Director. The Contractor shall recruit, select, hire, and assign one or more qualified administrators for each Charter School (each, a "Headmaster"). The Contractor shall have

the responsibility and authority to evaluate, transfer, discipline, and terminate the Headmaster for any Charter School. The Headmaster shall be an employee of the Contractor and shall be paid pursuant to the Annual Budget. The Headmaster shall work with the Contractor on the day-to-day management and operation of each Charter School. The Contractor shall remove the Headmaster from a Charter School if the Board is reasonably dissatisfied with such Headmaster's performance. However, absent compelling circumstances, the Board shall provide the Contractor and the Headmaster six (6) months to correct the basis for the Board's reasonable dissatisfaction.

5.3 Teachers. The Contractor shall recruit, select, hire, and assign qualified Teachers for each Charter School ("Teachers") All teachers shall be employed by the Contractor for such purposes as inclusion in the compensation and employee benefit plans of the Contractor, payroll administration, and other employment policies and practices. The Contractor shall provide training in its methods, curriculum, educational program and philosophy, and technology to all Teachers on a regular basis. Instructional personnel shall be required to obtain at least the minimum hours of professional development as required by applicable law. Non-instructional personnel shall receive training as the Contractor determines reasonable and necessary under the circumstances.

5.4 Background Checks and Qualifications. The Contractor shall comply with applicable law regarding background checks, unprofessional conduct searches, and certification/licensure, as applicable, for all persons working at each Charter School and for all persons who may be reasonably expected to have unsupervised access to and care, custody, or control of any Charter School student. The cost of background checks shall constitute a reimbursable expense pursuant to Section 7.2 and Exhibit A.

5.5 Signatory Authority. The Corporation grants signatory authority to the Contractor's representatives set forth in Section 5.5.1 below for the purposes of the hiring and firing services described elsewhere in this Article V. The representatives listed below shall be the only representatives with the prescribed signatory authority unless otherwise approved by the Board in a duly authorized resolution of the Board approving the same.

5.5.1 Contractor Representatives:

- (a) Chief Executive Officer;
- (b) Chief Operating Officer; and
- (c) Chief Financial Officer.

ARTICLE VI RELATIONSHIP OF THE PARTIES

6.1 Independent Contractor. In the performance of its duties hereunder and in relation to the Corporation, the Contractor shall be and act as an independent contractor and provide the Services in accordance with the terms and conditions of this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment relationship, or to otherwise create any liability for one party with respect to any indebtedness, liabilities, or obligations of the other party except as otherwise may be expressly set forth herein.

The Corporation acknowledges that the Contractor may perform services substantially similar to the Services for other clients and that such performance does not constitute a conflict with the Corporation or the terms of this Agreement.

6.2 Designation of Agents. Subject to its discretion, the Corporation hereby authorizes the Contractor to communicate with and negotiate on behalf of the Corporation with all local, state, and federal agencies.

6.3 Sales and Use Taxes. Payments of sales and use taxes shall be the sole responsibility of the Corporation, and refunds for such taxes shall accrue solely to the Corporation.

6.4 Parties' Intent to Form a Qualified Management Agreement. The Parties intend for this Agreement to be a management contract that does not result in private business use, as set forth in applicable federal laws, rules, and regulations (a "Qualified Management Agreement"). If the Internal Revenue Service or any court of competent jurisdiction determines that, at any time during the Initial Term or any Renewal Term of this Agreement, any provision, or the application of any provision, of this Agreement would disqualify this Agreement from being a Qualified Management Agreement, then that provision shall be deemed to be stricken from this Agreement and the remaining sections of this Agreement shall continue in full force and effect. If the provision to be stricken is an essential provision and cannot be stricken from this Agreement (i.e., the provision relates to the Fee or the Term), then this Agreement is automatically terminated as of the date the Parties discovered this Agreement no longer qualifies as a Qualified Management Agreement. In the event of termination under this Section 6.4, the Parties may negotiate a new agreement that minimally disrupts the schools under terms that would qualify the new agreement as a Qualified Management Agreement.

ARTICLE VII ARTICLE VI. CONSIDERATION

7.1 Fee for Services. In consideration of the Contractor's performance under this Agreement, including providing the Services, the Corporation will pay the Contractor an annual fee in an amount equal to 14% of total revenues of the Corporation (the "Fee"). In order to ensure accuracy in the paid amount, promptly following the end of each of the Corporation's fiscal years, the Parties shall use the Corporation's audited financial statements to reconcile the Fee owed by the Corporation under this Agreement against the Fee actually paid by the Corporation. This reconciliation will be reviewed and confirmed by the Contractor's independent auditor or other financial expert agreed upon by the Parties. If the Corporation has underpaid the Fee, the Corporation shall pay the additional amount owed to the Contractor within 10 days following such determination. If the Corporation has overpaid the Fee, the Contractor shall refund the overpaid amount to the Corporation within 10 days following such determination.

7.2 Expenses. The Corporation shall be responsible for all expenses for the operation of each Charter School, including, but not limited to, all expenses set forth in the Annual Budget, and the Contractor shall have no obligation to pay such expenses from its own funds. The Contractor shall be reimbursed for all actual costs and expenses incurred in connection with its performance under this Agreement. The Corporation shall pay all reimbursements owed to the Contractor within thirty (30) days following receipt of an invoice from the Contractor. Without limiting the

foregoing, in addition to the Fee, the Corporation shall pay Direct Expenses and reimburse or permit Pass Through Expenses (as each of those terms is defined in **Exhibit A**), for all costs and expenses incurred, without limitation. For those expenses that are payable directly by the Corporation, the Corporation shall authorize and establish a Corporation account for which appropriate Contractor representatives shall be authorized by the Corporation as permitted signers on the account and shall fund such account on a quarterly basis, or on a basis consistent with the Corporation's anticipated schedule for receipt of local, state, and federal revenues, with sufficient funds to permit the Contractor to pay Direct Expenses for the Corporation's legitimate and ordinary operating expenses such as utility bills and office supplies.

7.3 Notice and Timing of Payments. Failure to pay invoices in a timely manner shall be considered a material breach of this Agreement and therefore the Contractor may terminate this Agreement pursuant to Article VIII.

7.4 Taxes. The Corporation shall be responsible for withholding and timely remitting all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental on any amounts payable by the Corporation hereunder. All such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the services provided by the Contractor under this Agreement are for the Corporation's benefit, and the Corporation agrees to pay such taxes in full and as and when due. Notwithstanding the same, when lawful and able, the Contractor shall use the Corporation's sales tax exemption certificate to avoid paying such taxes in the first instance.

7.5 Interest. In the event the Corporation fails to pay any fee, cost, expense, or reimbursement due to the Contractor, and unless otherwise stated in this Agreement, all unpaid amounts shall be subject to an interest charge at the annual rate as provided by the South Carolina Prompt Payment Act, S.C. Code Ann. §29-6-10 et seq.

ARTICLE VIII TERMINATION

8.1 Termination. In addition to any other termination rights provided herein, this Agreement may be terminated as follows:

8.1.1 If the South Carolina legislature or any other source of public funding fails to appropriate funds for the operation of charter schools, or of the Corporation specifically, then this Agreement shall terminate on the last date that funds are appropriated for the operation of the Corporation's Charter Schools.

8.1.2 If the Corporation's Charter is revoked, suspended, expired, surrendered, or not renewed by the Authorizer, this Agreement shall terminate on the date such Charter expires or is otherwise terminated, as applicable.

8.1.3 If the Corporation commits any breach or Corporation Default (as defined below), and such breach or Default remains uncured after the end of the Corporation Cure Period, the Contractor may elect to immediately terminate the Agreement, which termination shall be effective as of the date specified in the written notice delivered to the Corporation. A "Corporation

Default” under this Agreement means: (i) any failure by the Corporation to perform any obligation or duty required of the Corporation by this Agreement or by any license of or related to intellectual property entered into between Parties, including the duty to make all required payments to the Contractor thereunder in a timely manner; (ii) the filing, by or against the Corporation, of a filing or petition to have the Corporation adjudged bankrupt, or a petition for reorganization or arrangement relating to any bankruptcy law; (iii) the Corporation’s material breach of the Charter as defined under state law and rule; or (iv) the threatened or actual revocation, surrender, or non-renewal of the Charter. If a Corporation Default occurs, the Corporation shall have thirty (20) calendar days after it becomes aware of the existence of the event underlying the Corporation Default to cure (the “Corporation Cure Period”).

8.1.4 If the Contractor commits any breach or Contractor Default (as defined below), and such breach or Default remains uncured after the end of the Contractor Cure Period, the Corporation may elect to waive the Contractor Default or terminate this Agreement, which termination shall be effective as of the date specified in the written notice delivered to the Contractor. A “Contractor Default” under this Agreement means: (i) any failure by the Contractor to perform a material obligation or duty required by this Agreement; (ii) the filing, by or against the Contractor, of a filing or petition to have the Contractor adjudged bankrupt, or a petition for reorganization or arrangement relating to any bankruptcy law; or (iii) the Contractor’s material breach of the Charter as defined under state law or rule and determined, with all appeal rights exhausted, by a court of competent jurisdiction. If a Contractor Default occurs, the Contractor shall have sixty (60) calendar days after it becomes aware of the existence of the event underlying the Contractor Default to cure (the “Contractor Cure Period”).

8.1.5 Any termination for a Corporation Default or Contractor Default shall be effected by written notice of termination to the breaching or non-compliant party. If any Party files suit to challenge or enforce termination, and unless prohibited by law or otherwise mutually agreed upon in writing by the parties hereto, this Agreement shall remain in full force and effect until a final resolution via mediation, settlement, or judgment in trial court is obtained.

8.1.6 Upon any termination or expiration of this Agreement for any reason, the Corporation shall promptly pay all fees and expense reimbursements owed to the Contractor that are due and payable as set forth herein up to and through the effective expiration or termination date.

8.2 Removal of Personal Property. Upon termination or expiration of this Agreement, the Contractor shall have the right to remove equipment and other assets owned or leased by the Contractor. Assets owned by the Contractor shall remain the property of the Contractor. Assets owned by the Corporation shall remain the property of the Corporation. Assets leased by the Corporation directly from a third party shall remain subject to the leasehold interest of the Corporation and the ownership interest of the lessor/owner.

8.3 Non-Solicitation. The Corporation agrees that during the term of this Agreement and for a period continuing for two (2) years after its termination, the Corporation will not directly or indirectly solicit, recruit, attempt to solicit, hire, or recruit, any employee or contractor of the Contractor that has provided services to the Corporation or any vendor or subcontractor of the Contractor that has provided services to the Corporation during the twenty-four months prior to

the date of the Agreement's termination. Should the Corporation violate the restrictive covenant in this Section 8.3, in addition to any other remedies or relief available to the Contractor in connection with such violation, the obligations hereunder shall run for a period of two (2) years from the first date the Corporation ceases to be in violation of such obligation.

ARTICLE IX

CONFIDENTIALITY; FINANCIAL AND STUDENT RECORDS; INFORMATION SECURITY; RECORDKEEPING

9.1 Confidentiality. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its personnel and students (including educational records and personally identifiable information), business affairs, services, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Notwithstanding anything to the contrary herein, Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 9.1 by the Receiving Party or any of its Representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its Representatives before being disclosed by or on behalf of the Disclosing Party and such knowledge and possession can be verified; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement. The Receiving Party shall be responsible for any breach of this Section 9.1 caused by any of its Representatives. At any time during or after the Term of this Agreement, at the Disclosing Party's written request, the Receiving Party shall promptly return, and shall require its Representatives to return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition to all other remedies available at law, the Disclosing Party may seek equitable relief (including injunctive relief) against the Receiving Party and its Representatives to prevent the breach or threatened breach of this Section 9.1 and to secure its enforcement.

9.3 Financial and Student Records.

9.3.1 All financial records and educational records, including student records, are records of the Charter Schools and the Charter holder and shall be maintained by the Corporation as considered herein, which includes maintaining a copy of such records within the State of South Carolina. The Contractor and its designated representatives shall adhere to all federal and state laws and regulations protecting the confidentiality of student records including but not limited to the provisions of the Family Educational Rights and Privacy Act (“FERPA”), the Protection of Pupil Rights Amendment (“PPRA”), and applicable state freedom of information and/or open records laws. The Corporation hereby designates the Contractor and its duly authorized employees and agents as (i) “school officials” with legitimate educational interests in the schools and students, and (ii) as a contractor providing institutional services and functions solely for the purpose of entitling such individuals access to education records under FERPA, 20 U.S.C. § 1232g, and 34 C.F.R. § 99.31. The Contractor shall also assist the Corporation in making any additional disclosures to other schools within the Contractor’s management in accordance with 34 C.F.R. §§ 99.31 through 99.39.

9.3.2 Notwithstanding the foregoing, the Contractor may only use the Corporation’s information contemplated in this Section 9.3 for purposes within the scope of the Agreement and no other purposes. Upon termination of this Agreement, the Contractor shall have the right to make copies of all financial records, to the extent permitted by law, and shall also have the right to engage an independent audit firm to complete an audit, in accordance with Generally Accepted Accounting Principles, and the Corporation shall comply with all such requests. The cost of such an audit shall be borne by the Contractor. The Contractor shall maintain all records related to the Services separately from any other records of the Contractor.

9.4 Record Keeping. The Parties understand that records related to the Corporation, regardless of source of origin or where located/stored, are public records and government documents for all purposes under state law, and that the Corporation is a local government entity for purposes of records and subject to the South Carolina Freedom of Information Act (“SCFOIA”), FERPA, PPRA, and other applicable law. The Parties agree to maintain, retain, disclose, withhold, and dispose of the Corporation’s records in accordance with these and other applicable laws and regulations, and to further act as follows:

9.4.1 To the extent the Contractor creates public records on behalf of the Corporation or the Corporation provides public records to the Contractor pursuant to this Agreement (“Corporation Records”), the Corporation hereby retains full responsibility for the disposition and safekeeping of such records and the Contractor shall act to safe-keep all Corporation Records pursuant to applicable law and regulation, and subject to the Corporation’s superior right of ownership, immediate access to, control over, and possession of all such records.

9.4.2 In accordance with applicable law and regulation, the Contractor will maintain accurate records related to the Contractor’s services to the Corporation (including but not limited to student, attendance, academic, and financial records). Original Corporation Records shall generally be maintained by the Corporation at the campuses’ physical locations or in another appropriate and secure physical location authorized by the Board and within South Carolina.

9.4.3 The Contractor shall maintain all records relating to its management services under this Agreement separate and apart from any other Contractor records.

9.4.4 The Contractor will separately track costs and maintain cost control records pertaining to the Corporation's operations in accordance with applicable standards.

9.4.5 The Corporation shall provide the Contractor with a Board approved document retention and safekeeping plan that complies with applicable South Carolina law and ensures the Corporation maintains the right of immediate access to, control over, possession of the Corporation Records (if such are in the Contractor's custody or control).

9.4.6 The Parties shall provide the Corporation's Board and the Authorizer with access to the Corporation Records in accordance with South Carolina law and Charter contract.

ARTICLE X INDEMNIFICATION & INSURANCE

10.1 Indemnification of the Contractor. The Corporation shall indemnify, defend, save, and hold the Contractor and its affiliates and all of their respective directors, officers, employees, members, managers, owners, subcontractors, and agents harmless from and against any and all claims, demands, losses, suits, or other forms of liability (including reasonable attorney's fees and costs) that may arise out of, or by reason of (i) the Corporation's operation of each Charter School, (ii) the Corporation's performance under the Charter, (iii) the Corporation's employment of any employees performing services for the Corporation, (iv) any breach or noncompliance by the Corporation with any agreements, covenants, warranties, or undertakings of the Corporation contained in or made pursuant to this Agreement or any other agreements entered into by the Parties in connection herewith, (v) any uncured breach or default by the Corporation under this Agreement or the other agreements entered into by the Parties in connection herewith, or (vi) the Corporation's negligent or willful acts or omissions. In addition, the Corporation shall pay as incurred and in advance of the final disposition of any proceeding all expenses legal expenses and other costs incurred by the Contractor in defense of any demand, claim, or suit for which indemnification may be available under this Section 10.1, without regard as to the Contractor's ultimate right to indemnification hereunder.

10.2 Indemnification of the Corporation. The Contractor shall indemnify, defend, save, and hold the Corporation and all of its directors, officers, employees, officers, subcontractors, and agents harmless from and against any and all claims, demands, losses, suits, or other forms of liability (including penalties equal to the total amount of employment taxes not collected or not accounted for and paid over as well as interest, penalties, and reasonable attorney's fees and costs, and sales and use or other taxes accrued) that may arise out of, or by reason of (i) any material uncured breach or noncompliance by the Contractor with any agreements, covenants, warranties, or undertakings contained in or made pursuant to this Agreement, or (ii) any misrepresentation or breach of the representations and warranties of the Contractor contained in or made pursuant to this Agreement. In addition, the Contractor will reimburse the Corporation for all legal expenses and other costs incurred by the Corporation in defense of any demand, claim, or suit for which indemnification may be available under this Section 10.2.

10.3 Limitations of Liabilities. The Corporation acknowledges its obligation to affirmatively mitigate any damages and shall assert all immunities, statutory limitations of liability, and other applicable defenses in connection with any claims arising from its operations and shall not waive any immunities or limitations without the prior written consent of the Contractor.

10.4 Survival. The indemnification obligations contained in this Article X shall survive any termination or expiration of this Agreement.

10.5 Insurance Coverage. At all times during the Term of this Agreement, each Party at their own expense shall procure and maintain adequate insurance coverages for errors and omissions, directors and officers, liability, automobile, umbrella, and property loss with limits commensurate for charter schools and management companies operating in South Carolina, as well as worker's compensation insurance in compliance with and to the extent required by federal, state, and local law. Each Party shall name the other Party as a named additional insured on any such policy of insurance and provide evidence of same to the other Party within thirty (30) days of this Agreement.

10.5.1 Cancellation. Each insurance policy required herein shall provide for not less than ten (10) days' prior written notice to the other party in the event of cancellation or material change of coverage. To the maximum extent permitted by its insurance policies, each Party, for the benefit of the other Party, waives any and all right of subrogation which might otherwise exist (and the certificate required herein shall indicate such waiver of subrogation).

ARTICLE XI INTELLECTUAL PROPERTY

11.1 Contractor's Intellectual Property. For purposes of this Agreement, the term "Contractor's IP" means all current and future curricula, print and electronic textbooks, instructional materials, lesson plans, teacher guides, workbooks, tests, analyses, reports, policies, procedures, trademarks, copyrights, trade secrets, trade names, and all other protectable interests, developments, and improvements of or associated with the Contractor, including without limitation other information or materials that have been or will be authored, originated, discovered, and invented by or for the Contractor and of which the Contractor is deemed to be the sole author and originator. The Parties agree that the Contractor shall have and retain all right, title, and interest in and to the Contractor's IP and that the Contractor shall have all rights to apply for, register, obtain, and own any and all copyrights, trademarks, service marks, trade names, patents and/or other exclusive proprietary registrations or forms of ownership. Both during and after any Term of this Agreement (including any amendments, modifications, or restatements hereto), the Contractor shall retain the right to sell and/or license any of the Contractor's IP. In the event the Corporation is held, for any reason, to have any right title, or interest in or to any of the Contractor's IP, whether or not copyrighted or copyrightable, trademarked or registerable, patented or patentable, the Corporation hereby unconditionally and irrevocably, for no additional consideration, transfers and assigns such right, title, and interest in and to the Contractor as an essential part of the consideration for this Agreement. The Corporation further agrees that it shall, within five (5) days after receipt of a written request from the Contractor, execute a written instrument for the purpose of waiving

its rights, if any, to attribution for any of the Contractor's IP under Section 106A(a) of The Copyright Act of 1976 (17 USC Sec. 101, 1976) or any succeeding law.

11.2 License to Use Contractor's IP. Concurrently with the execution and delivery of this Agreement, the Parties shall enter into an agreement whereby the Contractor grants to the Corporation a revocable, non-exclusive, non-transferable license to use the Contractor's IP and any materials created by the Corporation which are derivative of the Contractor's IP, solely in connection with the operation of each Charter School for which the Contractor provides the Services under this Agreement (the "IP License"). The IP License shall terminate upon any termination or expiration of this Agreement. During the Term and following any expiration or termination of this Agreement, the Corporation shall not exploit or assist any third party to exploit any of the Contractor's IP for commercial or other purposes.

11.3 Derivative Works. The Parties acknowledge that to the extent any materials created by the Corporation are derivative of the Contractor's IP, use of such derivative materials during the Term is subject to the IP License, and any license to use such derivative materials shall cease as of the date of expiration or termination of this Agreement.

11.4 No Transfer or Sale. The Corporation acknowledges and agrees that the Contractor is not transferring or selling, and the Corporation is not receiving, purchasing, or acquiring, any intellectual property or proprietary rights in or to all or any portion of the Contractor's IP.

ARTICLE XII REPRESENTATIONS, WARRANTIES, AND COVENANTS

12.1 Representations, Warranties, and Covenants of the Contractor. The Contractor hereby represents and warrants to the Corporation, as of the Effective Date, that:

12.1.1 The Contractor is a duly organized and validly existing nonprofit corporation incorporated under the laws of the State of Colorado, is in good standing, and is and will remain authorized to conduct business in the State of South Carolina for the duration of the Term.

12.1.2 To the best of its knowledge, the Contractor has the right and authority under applicable South Carolina law to execute, deliver, and perform this Agreement, and to incur the obligations provided for hereunder. This Agreement has been duly authorized and executed by the Contractor and constitutes the legal and validly binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and general principles of equity.

12.1.3 The Contractor's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions required for its execution of and performance under this Agreement.

12.1.4 The Contractor agrees to comply with any terms and conditions duly imposed by the Charter or the Authorizer with respect to any covered Charter School.

12.1.5 The Contractor will use its reasonable efforts to ensure that the educational program complies with and will continue to comply with the Charter and other laws and regulations applicable to the Corporation's Charter Schools.

12.1.6 The Contractor possesses the knowledge, skill, and experience necessary to perform the Services and will do so with a reasonable degree of quality and attention to detail, and in a timely matter.

12.1.7 To the best of its knowledge, and except as has been disclosed to the Corporation, the Contractor is not subject to any pending or threatened actions, suits, or proceedings that would prohibit the Contractor from executing, delivering, and performing this Agreement.

12.1.8 To the best of its knowledge, the Contractor is not subject to any debarment or other order by any state or federal agency, preventing it from performing its work pursuant to this Agreement. If the Contractor ever has actual knowledge that it is under review or investigation by any state or federal agency, it shall promptly advise the Corporation of such matter and keep the Corporation informed of any results of such review.

12.1.9 The Contractor agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the Corporation with respect to the facilities.

12.2 Representations, Warranties, and Covenants of the Corporation. The Corporation hereby represents and warrants to the Contractor as of the Effective Date that:

12.2.1 The Corporation is a duly organized and validly existing nonprofit corporation incorporated under the laws of the State of South Carolina, is in good standing, and is and will remain authorized to conduct business and to operate charter schools in the State of South Carolina for the duration of the Term.

12.2.2 To the best of its knowledge, the Corporation has the right and authority under applicable South Carolina law to execute, deliver, and perform this Agreement, and to incur the obligations provided for hereunder. This Agreement has been duly authorized and executed by the Corporation and constitutes the legal and validly binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and general principles of equity.

12.2.3 The Corporation's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions required for its execution of and performance under this Agreement.

12.2.4 The Corporation has received, and fully maintains, tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

12.2.5 The Corporation will maintain, extend, and renew its corporate existence under the laws of South Carolina and will not do or permit anything to be done that would imperil its tax-exempt status under Section 501(c)(3) or its ability to operate charter schools in South Carolina.

12.2.6 The Corporation currently holds Charters in good standing as authorized by the Authorizer and will do everything necessary to extend, renew, and maintain the Charters in good standing with Authorizer throughout the Term, and will neither do nor fail to do anything that would imperil the Charters.

12.2.7 The Corporation is authorized under all applicable laws and regulations to contract with a private entity to perform the Services and to fulfill its obligations under and to perform the terms of this Agreement. The Corporation is authorized to begin performing under this Agreement as of the Effective Date.

12.2.8 The Corporation is not subject to any pending or, to the best of its knowledge, threatened, actions, suits, or proceedings that would prohibit the Corporation from executing, delivering, and performing this Agreement or operating charter schools.

12.2.9 The Corporation is not subject to any debarment or other order by any state or federal agency preventing it from performing pursuant to this Agreement. If the Corporation ever becomes aware that it is under review or investigation by any state or federal agency or authority, it shall promptly advise the Contractor of such matter and keep the Contractor informed of any results of such review.

12.2.10 The Corporation shall provide written notice to the Contractor not later than ten (10) days following the enactment of any changes to the Charters or the Corporation's corporate structure and shall immediately forward to the Contractor any communication the Corporation receives from the Authorizer.

12.3 Disclaimer of Warranty. The Contractor makes no warranties, express or implied, as to any matter whatsoever, including with regard to any equipment, materials, or supplies purchased on or behalf of or for use at the Corporation, including, without limitation, the condition of any such item, its merchantability, or its fitness for any particular purpose. Notwithstanding the foregoing, the Contractor shall use commercially reasonable efforts to enforce any existing manufacturer warranties on all equipment, materials, or supplies purchased on behalf of or for the use of the Corporation.

ARTICLE XIII MISCELLANEOUS

13.1 Supersedure. This Agreement, and any exhibits or attachments hereto or thereto, supersedes and replaces any and all prior agreements and understandings, written or oral, between the Corporation and the Contractor regarding the subject matter contained herein.

13.2 Entire Agreement. This Agreement, any exhibits or attachments hereto, and any IP license between the Parties shall constitute the full, entire, and complete agreement between the Parties. All prior representations, understandings, and agreements, whether written or oral, are superseded and replaced by this Agreement and any IP license between the Parties. This Agreement may only be altered, amended, or modified through the voluntary, mutual, written consent of the parties.

13.3 Force Majeure. Notwithstanding any other section of this Agreement, neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party), when and to the extent such failure or delay is caused by or results from the following force majeure events (each, a “Force Majeure Event”): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) action by any governmental authority; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other labor disturbances; (h) pandemic; and (i) other similar events beyond the reasonable control of the Party impacted by the Force Majeure Event (the “Impacted Party”). The Impacted Party shall give timely notice to the other Party stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized which may include locating and arranging substitute services if necessary. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable.

13.4 Dispute Resolution. In the event that any dispute, controversy or claim between the Parties arises out of or relates in any way to this Agreement (a “Dispute”), the Parties shall have any and all remedies available to them under the terms of this Agreement or otherwise provided at law or in equity, including, without limitation, the right of injunctive relief, the right to damages, including exemplary damages, and the right to liquidated damages set-off or forfeiture. Except in the instance where injunctive relief or other actions in equity are sought, in the event of a Dispute, the Parties agree to first have their respective executive leaders attempt to resolve the Dispute in good faith. If executive leadership cannot resolve the Dispute in a timely manner, then the Parties’ respective boards of directors may work through an informal mediation process the Parties mutually agree to. Notwithstanding the foregoing, either Party may submit the Dispute to formal mediation before a mutually agreeable, independent, third-party mediator. Any formal mediation shall take place in South Carolina. Each Party shall bear its own costs and attorneys’ fees incurred in mediation. Exhaustion of the mediation process required above shall precede any legal action by either Party.

13.5 Governing Law. The laws of the State of South Carolina shall govern this Agreement, its construction, interpretation, and the determination of any rights, duties, and remedies of the Parties arising out of or relating to this Agreement. In the event the dispute resolution alternatives required by Section 13.4 above are exhausted and fail, the Parties agree that the courts located in South Carolina shall have jurisdiction over such Dispute.

13.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

13.7 Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the Parties hereto at the addresses set forth below or such other address as either Party may designate by notice from time to time in accordance herewith. Notice may be given by: (i) certified or registered mail, postage prepaid, returns receipt requested, (ii) electronic transmission (e-mail), or (iii) personal delivery. Notice will be deemed to have been given three (3) days after mailing or on the date of personal delivery or on the date of the electronic transmission if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the Parties are:

If to the Corporation:

Ascent Classical Academies South Carolina
ATTN: Board Chair
505 University Dr #108
Rock Hill, SC 29730
sc.boardchair@ascentclassical.org

If to the Contractor:

Ascent Classical Academies
ATTN: Derec Shuler
PO Box 1490
Golden, CO 80402
legal@ascentclassical.org

13.8 Assignment. This Agreement may be assigned by Contractor with the consent of the Corporation, which shall not be unreasonably withheld.

13.9 Waiver. No waiver of any provision of this Agreement will be deemed to be or will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

13.10 Severability. The invalidity of any of the covenants, phrases, or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase, or clause had not been contained in this Agreement. To the extent that any of the services to be provided by the Contractor are found to be an invalid delegation of authority by the Corporation, such Services will be construed to be limited to the extent necessary to make the Services valid and binding.

13.11 Successors and Assigns. Subject to compliance with Section 13.8, this Agreement shall be binding upon and inure to the benefit of the Contractor and the Corporation and their respective successors and assigns.

13.12 No Third-Party Beneficiary Rights. This Agreement is made for the sole benefit of the Corporation and the Contractor, and their successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

13.13 Headings. The headings in this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of the Agreement and shall not be considered in the interpretation of this Agreement or any provision hereof.

13.14 Survival of Termination. Sections 8, 9, 10, 11 of this Agreement shall survive termination of this Agreement.

13.15 Adequate Consideration. Each Party hereto acknowledges that consideration for this Agreement consists only of the terms set forth in this Agreement, and agrees that such consideration is sufficient, fair, reasonable, and not excessive.

13.16 Independent Counsel. Each Party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The signatures affixed to this Agreement represent that the Parties are entering into this Agreement freely and without coercion by any other party or non-party hereto.


13.17 Indebtedness. No indebtedness of any kind incurred or created by any Charter School shall constitute indebtedness of the state or its political subdivisions, and no indebtedness of any Charter School shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions.

13.18 Non-Disparagement. Neither Party, nor any of its directors or executive officers, shall make or cause to be made, directly or indirectly, any statements or representations, including but not limited to, communications made electronically, whether oral or written, to any third party or person that disparage, are inimical to, damage the reputation of, or which in any manner may interfere with the personal or business affairs or relations of the other party. The Parties understand and agree that this non-disparagement provision extends to any newspapers, television programs, blogs, tweets, postings or other communications on internet message boards or social media websites. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, or the quality of the products or services of the person or entity to whom the communication relates.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Service Provider Agreement as of the Effective Date.

Ascent Classical Academies, a Colorado nonprofit corporation,

DocuSigned by:

AFCCABFC144A4E7
Name: Derek Shuler
Title: CEO

Ascent Classical Academies South Carolina, a South Carolina nonprofit corporation

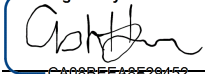
Signed by:

CA06BEEA0F29452
Name: Ashley Hyman
Title: vice-Chair

EXHIBIT A

OPERATIONAL, ACADEMIC, FINANCIAL, AND COMPLIANCE SERVICES

The Contractor will provide the following Services (Operational Services, Academic Services, Financial Services, and Compliance Services) to the Corporation:

Operational Services

Site Management. Subject to the Contractor's right to restructure its management and staff, in its sole and absolute discretion, the typical site management at a school will include but is not limited to:

- Overall management of each Charter School's academic program
- Overall management of the school sites
- Overall management of each Charter School's physical plant and day to day operations

Technology and IT Services

- Design overall technology and IT system and strategy
- Assure alignment of technology purchases with technology strategy
- Provide staff training on technology and IT systems
- Design overall data collection system, select and/or create database systems and security systems, and assure compatibility
- Manage IT staff at all Charter School sites
- Conduct research on future growth of technology, IT services, and equipment, and implement changes and improvements
- Design, host, and maintain a website for the Corporation, which shall include the Corporation related announcements, Board communications, donations section, calendar, and any additional information deemed necessary by either party.
- At the Corporation's sole expense, the Contractor shall procure cyber security and anti-virus systems and shall install and maintain such systems, including ensuring regular back-ups of all critical data, disaster recovery and data recovery, as well as ransomware protection. The Contractor shall train staff regularly on ransomware, cyber security, and related issues as necessary.

Costs and expenses of the IT services provided at each Charter School site either by contract or by the Contractor employees and other direct costs related to technology and IT systems (e.g. computer and other technology repairs, software installation, internet connection maintenance, etc.) are not included in the Fee and shall be paid for pursuant to the Annual Budget.

Grant Coordination and Fundraising

- Identify, apply, and manage relevant grant opportunities (or outsource the same)
- Write and administer all grants
- Manage fundraising for the Corporation
- Manage fundraising for special projects and needs

- Contract with outside fundraisers and/or provide fundraising staff at each Charter School as required

Costs and expenses for (i) services provided by outside fundraisers; (ii) expenses for fundraising staff at each Charter School; and (iii) fundraising costs including, but not limited to, the costs of printing brochures, hosting events and travel, are not included in the Fee and shall be paid solely from the Corporation funds pursuant to the Annual Budget.

Maintenance

- Coordinate and supervise building maintenance and repair
- Overall management of maintenance staff, including grounds and custodial staff

Costs and expenses related to contracting for building and asset maintenance and repair are not included in the Fee and shall be paid for pursuant to the Annual Budget.

Public Relations and Marketing

- Develop public relations strategies for each Charter School
- Prepare and distribute press releases for the Corporation
- Conduct regular outreach efforts for the Corporation
- Engage firms for public relations (“PR”) or marketing services as required
- Oversee the development of a coherent brand identity for the Corporation and an effective marketing plan to promote ongoing enrollment. Such work may include the use of internet, social media, public announcement, print and email advertising.

Costs and expenses for services provided by PR firms are not included in the Fee and shall be paid pursuant to the Annual Budget.

Health and Safety Services

- Assist the Corporation in identifying and supporting the health- and safety-related needs of all enrolled students
- Disseminate, update, and maintain a health services handbook for all appropriate personnel
- Design and deliver comprehensive health- and safety-related training for health services staff in order to assist the Corporation in remaining in compliance with state and federal regulations regarding student health and safety
- Assist the Corporation in complying with local, state and federal reporting requirements and student care
- Periodically audit the Corporation to validate alignment with the policies and procedures recommended by the Contractor
- Assist the Corporation in complying with requirements related to immunizations, vision/hearing screening, health action plans, crisis response procedures, and mandatory reporting of child abuse or neglect

Costs and expenses for health and safety services are not included in the Fee and shall be paid pursuant to the Annual Budget.

Other

- Maintain and update the Corporation's corporate files
- Provide support for Board meetings, as required
- Prepare state required annual reports and annual reports for each charter school authorizer
- Propose school calendars that meet state requirements for Board approval
- Provide time (bell) schedules for all Charter Schools
- Prepare and provide the Board with status reports on the Corporation's operational performance in relation to the most recent SC Charter School Performance Framework at least quarterly or upon seven (7) days' written request by the Corporation.
- Select and engage attorneys, to be paid for by the Corporation, to provide services to the Corporation in connection with the operation of each Charter School or its performance of the Charter
- Manage and oversee the Corporation's food services mission statement
- Assist the Board in implementing and maintaining the Corporation's mission statement. Any changes to the mission statement shall be subject to the review and approval of the Board and the South Carolina Department of Education.

Academic Services

Enrollment and Enrollment Maintenance

- Manage and oversee operations related to student application processes, enrollment, registration, wait-list, application lottery management, withdrawals, attendance, and student records
- Create manuals and timelines for policies and procedures and staff training related to the application process, enrollment, registration, wait-list management, withdrawals, attendance, retention and student records
- Conduct market analysis (demand for each Charter School's services)
- Conduct student retention analysis
- Prepare periodic enrollment reports for the Board
- Maintain student information systems
- Contract with database system providers, update and solve database problems
- Conduct data entry training for site staff
- Supervise data entry
- Supervise data uploads
- Supervise PowerSchool legal compliance

Costs and expenses related to contracting for database systems, maintenance, and repair are not included in the Fee and shall be paid pursuant to the Annual Budget.

Curriculum

- Design and publish policies and procedures related to Board approved middle school grade promotion and high school graduation requirements
- Design and administer each Charter School's internal syllabi audit system (the audit system includes the curriculum alignment with SCDOE standards), manage the system, and supervise the process of the Corporation course audits
- Design and manage each Charter School's student and school progress assessment system, manage the system, and train the teachers and administrators to use the system
- Supervise the administration of required SCDOE assessments
- Curriculum will be paid for by the Corporation, and the Contractor will manage the implementation of the curriculum.

Costs and expenses related to external tests for students including but not limited to MAPS, PSAT, ACT, EOCs, EOGs, SAT, AP exams, and the costs of external training related to these exams, are not included in the Fee, and shall be paid pursuant to the Annual Budget.

Academic/Human Resources Services

Teachers

- Conduct teacher recruiting, hiring, onboarding, supervision, and termination. Background checks on teachers, all employees, third party personnel, and volunteers
- Conduct in house teacher training programs in subject content, classroom management, assessment design, developmental psychology, and federal and state/Authorizer compliance, including special education compliance
- Arrange training by outside experts and coordinate off-site individual teacher training and professional development activities
- Plan instructional staffing levels
- Conduct regular teacher evaluations
- Supervision of teachers by Charter School

Director Policies and Procedures

- Draft policy and procedure manuals, forms (including teacher offer letters, applications, enrollment and similar forms, policies, and procedures for all aspects of school operations) and management procedures for Board approval.

Costs and expenses related to policy and procedure development are not included in the Fee, are the sole financial responsibility of the Corporation, and shall be paid in accordance with the Annual Budget.

Professional Development and Training

- Oversee the design and delivery of training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development required by applicable

laws. Non-instructional personnel shall receive such training as the Contractor determines reasonable and necessary. Such training and development shall be consistent with the guidelines released by the state.

Costs and expenses related to professional development and training are not included in the Fee, are the sole financial responsibility of the Corporation, and shall be paid in accordance with the Annual Budget.

Exceptional Student Services (“EC”)

- Assist the Corporation in understanding state and federal EC laws, including the Individuals with Disabilities Education Act (“IDEA”), Section 504 of the Americans with Disabilities Act (the “ADA”), and SCDOE rules and regulations
- Create and recommend policies and procedures for Board approval and supervise operations related to the identification and provision of services to students with special needs in compliance with federal and state laws and regulations, including required reporting and audits
- Create and recommend EC policies and procedures
- Supervise operations related to identifying and providing educational services to EC
- Recruit and supervise licensed EC staff at all school sites
- Supervise data collection and provide relevant data for state monitoring and EC audits
- Identify and provide educational services to students with special needs, in compliance with federal and SC laws and regulations, including state required reporting
- Find, contract, and supervise licensed SPED staff at all school sites
- Supervise data collection and provide relevant data for monitoring and Exceptional Student Services (EC) audits
- Provide, develop, maintain, and enhance policies, procedures, curricula, curriculum maps, pacing guides, and a specialized program of instruction in accordance with applicable law and evidence-based best practices, to be used to educate exceptional students

Costs and expenses related to resources provided to EC students and EC services are not included in the Fee, are the sole financial responsibility of the Corporation, and shall be paid in accordance with the Annual Budget.

Section 504 of the Rehabilitation Act of 1973 and Subsequent Amendments

- Assist the Corporation in understanding state and federal laws relating to Section 504, and suggest policies and procedures to the Board that will assist the Corporation in complying with such laws.

Complaint Resolution

- Offer assistance and guidance related to formal complaints filed against the Corporation and the Contractor concerning the schools, including, but not limited to,

complaints filed with the Office of Civil Rights, the Department of Justice, the state, each charter school authorizer, the Equal Employment Opportunity Commission, Occupational Safety and Health Administration, the Department of Labor, the Office of Administrative Hearings, and other such agencies. The Contractor shall notify the Corporation, in writing, of any additional costs or expenses determined to be necessary to provide these complaint resolution service, and the Corporation shall approve the same prior to the Contractor providing such services.

- The Contractor shall immediately notify the Corporation of any of all notices or complaints from Office of Civil Rights, the Department of Justice, the state, each charter school authorizer, the Equal Employment Opportunity Commission, Occupational Safety and Health Administration, the Department of Labor, the Office of Administrative Hearings, the Internal Revenue Service, any law enforcement agency, or other such agencies.

Other

Prepare and provide the Board with status reports on the Corporation's status on academic performance at least quarterly or upon seven (7) days' written request by the Corporation.

Financial Services

- Prepare, for the Board's consideration and vote, a proposed budget each year for presentation to the Board at a Board meeting at a time and date selected and scheduled by the Board. Authority to approve a budget shall ultimately remain with the Board.
- Prepare and deliver to the Board reports which shall include an accounting and detailed statements of all revenues received, from whatever source, with respect to the Corporation; detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the Corporation by the Contractor, whether incurred on-site or off- site; and reports on the Corporation's status on the financial performance in relation to the most recent SC Charter School Performance Framework. Such financial reports shall be provided to the Corporation at least quarterly or upon seven (7) days' written request by the Corporation.
- Prepare such other financial statements as required by and in compliance with the Charter, South Carolina Law, the Code, and other applicable state and federal laws and regulations, including such documentation and support as needed by the Corporation during an annual audit of the Corporation's financial statements by an independent certified public accountant retained by the Corporation. The cost of the audit shall be the responsibility of the Corporation, as provided for in the budget.
- Prepare such other reports on the finances and operation of the Corporation as requested or required by the state, the Board, or each charter school authorizer.
- Provide advice regarding contracts including, but not limited to facilities, curriculum, and purchase and sales agreements. In addition, the Contractor shall provide advice related to forecasting of future fiscal needs for the Corporation.
- Maintain all vendor files and make available upon request to the Board.
- Coordinate, lead, and otherwise conduct negotiations with vendors or other third parties at the written direction of the Board.

- Subject to the Corporation's timely, complete, and accurate reporting of data to the Contractor, disburse payroll expenses and any other expenses as authorized in advance by the Corporation in writing. The Corporation may authorize in writing one or more the Corporation Employees to disburse payment for expenses; such authority shall be subject to the limitations set forth by the Corporation.
- Coordinate the preparation and filing of all necessary tax returns for the Corporation by an accountant with expertise in tax filings for tax-exempt charter schools. The Board will be required to contract with an independent auditor for this service. The Board shall have a direct contractual relationship with the auditor for consultation, review, approval, and for all matters related to the audit. The Contractor shall ensure the Corporation's Board has an opportunity to review and approve the Corporation's Form 990 prior to filing.
- Manage accounts payable and accounts receivable, including:
- Management and supervision of all accounts payable and the Corporation's bank account and lines of credit, including the direct payment of the Corporation's bills and expenses by the Contractor on behalf of the Corporation from the Corporation's bank accounts.
- The Corporation shall reimburse shall pay expenses for the operation of each Charter School, including, but not limited to, all expenses included in the Annual Budget, through either of two methods, as determined by the Contractor: (1) such expenses may initially be paid by the Contractor and invoiced to the Corporation for reimbursement to the Contractor ("Pass Through Expenses"); or (2) the Contractor may pay such expenses directly from the Corporation's bank accounts ("Direct Expenses"). All Pass Through Expenses and Direct Expenses are in addition to the Fee but shall not exceed the Annual Budget without prior Board approval. Direct Expenses shall be authorized and permitted for any of the Corporation's ordinary and recurring operating expenses, including without limitation, utility bills, the Corporation Employees' salaries, supplies, building maintenance and repair, equipment maintenance and repair.

Compliance Services

The Contractor shall manage compliance in all areas delegated to it under this Agreement, and may refer matters to outside counsel for the Corporation as appropriate, including but not limited to, the following:

- All aspects of the Charter contracts
- Local, state and federal reporting requirements and student care including requirements related to immunizations, vision/hearing screening, health action plans, crisis response procedures, and mandatory reporting of child abuse or neglect
- Legal compliance