Alliance Education Services

A 501(c)3 Non-Profit Charter School Support

CHARTER CONSULTING SUPPORT SERVICES AGREEMENT

This Charter Consulting Support Services Agreement (hereinafter referred to as the "Service Agreement" or "Agreement") is hereby entered into this 1st day of January 2024 by and between Ft. Mill Academy of Arts and Sciences, Inc., dba Harrisburg Global Academy (hereinafter referred to as the "School" or "Charter School"), a South Carolina Not for Profit Corporation, and Alliance Education Services, Inc., (hereinafter referred to as "AES"), a Florida Not For Profit Corporation.

This Service Agreement relates to Harrisburg Global Academy "School" to be operated and located in South Carolina (hereinafter referred to as the "State") as well as any future locations determined by School. The provision of services and fees associated with such services to any locations not described in this Agreement shall be by separate agreement or with the signed written consent of AES.

Scope, Payment, Performance and Term of Service

1. School engages AES as the sole Charter Support Consultant for the operation of its public charter school located at 11774 Harrisburg Road, Indian Land, South Carolina during the Term of this Agreement. The Term of this Agreement shall begin on January 1, 2024, and shall expire on June 30, 2037, unless extended by the parties or terminated as provided herein ("Term"). On July 1, 2037, this Agreement will automatically renew for an additional term equal to the length of any renewed charter agreement, unless termination notice is provided by either party at least 180 (ONE HUNDRED EIGHTY) calendar days prior to such date.

2. To the maximum extent permitted by applicable law, the School contracts with AES to perform the functions set forth in Schedule 1 of this Service Agreement during the Term of this Agreement ("Scope of Work"). While the Scope of Work and services to be provided by AES may include duties and responsibilities regarding student enrollment, performance, discipline, and special education, as well as curriculum and personal, nothing in this Agreement shall limit or delegate the ultimate authority of the School pursuant to the Charter, or State law.

3. Unless prohibited by applicable law, AES reserves the right to perform the Scope of Work on and off-site.

4. Fees under this Agreement for AES services during the school year 2026-2027 (year 1) shall be equal to the amount of 3% of all total gross revenues, calculated utilizing Federal, State, and local revenues, as well as any and all grants awarded to the School. Fees for all subsequent years, including any renewal terms shall be 6%. Said fee payments shall be made on a monthly basis on or before the 15th day of each month. School shall additionally be responsible for the reimbursement of any and all reasonable third-party expenses incurred by AES with respect to the School. AES will invoice the School for any reimbursable expenses and payment shall be due 30 days after the invoice date. The parties recognize and agree that the fees under this Agreement are delayed and paid over time and are not aligned with the specific volume during each periodic payment, including but not limited to the fact that substantial services may be rendered at the outset of the engagement prior to commencement of payments, and that substantially more services may be rendered during one period or another. The services for

work performed are aggregated and are not payable in quantified or periodic metrics. All fees under this Agreement are subordinated to the payment of any Bonds due and owing.

5. The School Board must approve a budget for the School prepared pursuant to Schedule 1 that meets or exceeds a breakeven net annual surplus position, and includes payment for any and all Obligations, Agreements, Contracts and other fiduciary responsibilities of the School. Failure to approve an annual (and revised) budget under these conditions constitutes a material breach of the Service Agreement. The School shall operate on a fiscal year beginning July 1 and ending June 30 of the following year ("**Fiscal Year**"). On or before May 31 of each Fiscal Year, or earlier if required by charter contract or state law, AES shall prepare and submit to the School's Board of Directors for its review a proposed, balanced, annual budget for the School's upcoming Fiscal Year (the "**Annual Budget**"). The Annual Budget shall account for: (i) revenues, (ii) operating expenses, (iii) reserve expenses, (iv) audit expenses, and (v) the fund balance. The School shall approve the Annual Budget, which may be reasonably revised by the School in consultation with AES. During the Fiscal Year, AES may submit proposed amendments to the approved Annual Budget to the School to account for changes in student enrollment, student needs, and other variables. Any such amendment shall only be valid if approved by the express vote of the School's Board of Directors.

6. AES shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient revenues to make payments in accordance with the terms of the approved Annual Budget and this Agreement.

7. In the event of a temporary cash shortfall and as long as all other provisions of this Service Agreement are in force and the School remains in good standing, AES may elect at its discretion to provide short term loans to cover contractual obligations incurred by the School. All cash loans to the School will bear an annual interest rate equal to current market conditions at the time of funding. Any payments, charges, interest or fees associated with loan repayments are separate and apart from the fees for services defined herein, and are subordinate to any and all existing facility debt service. Notwithstanding the above, all such actions are subordinated to the payment of any Bonds due and owing.

8. Additional work not included in the Scope of Work will be considered outside of the fees contained in this Agreement and may be billed separately according to a fee arrangement agreed upon by both parties, or on an hourly basis if no such agreement has been separately made. Notwithstanding any separate fee arrangement, any work performed by AES is subject to the terms and conditions of this Agreement unless agreed separately in writing. AES publishes its hourly basis rate annually on or about January 1st and shall be made available to School upon request.

AES Disclosures, Representations, and Warranties

9. AES agrees that it is not entitled to and will not take any tax position that is inconsistent with being a support provider to School with respect to the School property. For example, AES agrees that it will not claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the School property.

10. AES represents and warrants that it is a not-for-profit corporation authorized to conduct

business in the State and will comply with all registration and licensing requirements relating to conducting business under this Agreement. The School agrees to provide assistance to AES in its application for such licenses and permits and in obtaining such approvals and consents.

11. AES warrants that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

School Disclosures, Representations, and Warranties

12. School agrees to disclose any and all information related to the material operation of the School under the terms of the Charter Agreement and any other information that may substantially or incrementally impact the successful operation of the School or the ability to enforce the provisions, services and other responsibilities listed in this Service Agreement, the Charter Agreement or any applicable laws, policies, procedures related to charter schools and their operation in the State.

13. The School is, and at all times during the Term will be, a corporation duly organized under the laws of the State, with the purpose and legal ability to contract to operate a charter school and to contract for charter consulting support services. The School shall apply for federal tax-exempt status no later than one year following the execution of the Charter Contract. Should the Internal Revenue Service require changes to this Agreement in conjunction with the School's application for or continuation of tax-exempt status, both Parties will take all reasonable steps and agree to all reasonable modifications to effectuate the necessary changes.

14. The School at all times during the Term will comply, in all material respects with all local, state and federal laws and regulations that are applicable to the School, which include, but are not limited to the Internal Revenue Code, applicable state corporate law, the open records and meetings laws of the State, and the applicable law governing charter schools in the jurisdiction in which the School is operating. The School has maintained and will maintain adequate records of the activities and decisions of the School to ensure and document compliance with all such laws and regulations. The School agrees to provide AES with copies of all such records, and to allow AES to, at AES' discretion, assist with the preparation and retention of such records.

15. The School recognizes that this Services Agreement is a material condition to AES entering into additional or other agreements, debts, and services with AES.

16. The School shall be responsible for implementing the fiscal and academic policies of the School. AES shall, pursuant to the Scope of Work, recommend for approval such policies to the School. The School shall exercise good faith in considering all such recommendations of AES.

17. The School shall cooperate with AES in furnishing all information and submitting all forms and reports required by this Services Agreement, the Charter, or applicable law, including but not limited to notice of all board meetings.

18. The School shall timely furnish AES with all documents and records necessary for AES to

properly perform its responsibilities under this Agreement and any other agreement with AES.

19. The School agrees to timely notify AES of any anticipated or known: (i) material health or safety issues; (ii) labor, employee, or funding issues, or (iii) any other issues that may adversely impact AES's ability to comply with this Agreement or perform its Scope of Work.
20. The School shall have and retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Charter School, including regulations relative to the conduct of students while in attendance at the Charter School or en route to and from the Charter School.

21. The School shall manage, operate, and administer, or shall authorize AES to manage, operate, and administer, the food service program for the School, as required by applicable law, including without limitation, the National School Lunch Program. School warrants that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

22. School shall maintain full, complete, and accurate books, records and accounts in accordance with Generally Accepted Accounting Principles applicable to the charter school industry. School shall make such books, records, and accounts available to AES during the Term of this Agreement. Such records shall be retained for seven years following the term of this Agreement, including without limitation, enrollment records, purchase records, invoices, cash receipts and disbursement journals, general ledgers, and any other records designated by AES or required by law.

Default and Termination

23. Default or breach under this Agreement by the School shall include the following:

    a. Failure to perform the obligations set forth in this Service Agreement following notice and opportunity to cure as set forth herein.

    b. The School adopts a policy or fails to adopt a policy regarding its finances or operations which prevent AES from performing its obligations under the Scope of Work.

    c. The School fails to adopt an Annual Budget before June 30 of a fiscal year or adopts an Annual Budget that prevents AES from performing its obligations under the Scope of Work.

    d. Revocation or suspension of the Charter for the School by any governmental authority.

    e. Failure to comply with applicable law and the requirements of the Charter.

    f. Failure to make a payment to AES when due under this or any other agreement or debt.

    g. School fails to comply with any applicable federal, state or local law, ordinance or other regulation promulgated by any applicable municipal, state, federal or other governmental authority within ten (10) days after learning of such noncompliance.

h. School submits any materially false statement to AES or any government regulator regarding Schools obligations under this Agreement or otherwise in connection with the School's operations or participation under its Charter.

i. Termination of this Agreement by School for any reason other than set forth in this Agreement.

j. Failure to repay any and all loans or make timely debt service repayments under any obligation to Alliance.

k. School winds up, sells, consolidates or merges its operations or substantially all of its assets.

l. School ceases to conduct operations as a charter school.

m. School sells, leases, or moves its location of operations without the consent of AES.

24. If School breaches or defaults under this Service Agreement and such default continues for fourteen (14) days after written notice of default ("Notice of Default") from AES, then such breach or default shall constitute an "Event of Default" under this Service Agreement. Upon the occurrence of an Event of Default, AES may terminate this Service Agreement by giving School written notice of termination while such default is outstanding and uncured, whereupon any and all monies owed to AES under this Service Agreement or any other agreement with AES are accelerated and are immediately owed and shall be paid in full, including any and all damages and amounts due upon termination as set forth in this Agreement, including paragraph 28 below. Any amounts not paid when due shall accrue interest at the highest rate able to be charged legally and shall continue to accrue interest until paid in full. Upon default payments shall be first applied to interest and legal fees due. An Event of Default under this Agreement shall constitute a default of all outstanding debt, loans, promissory notes, or other amounts due to AES. Notwithstanding the above, before an Event of Default is entered, the School and AES shall also provide Notice of Default to the Trustee and Bondholder Representative for the Bonds giving them an opportunity to cure any such Event of Default.

25. AES shall be in default or breach of this Agreement in the following circumstances:

a. AES is found by an administrative or judicial body to have made fraudulent use of funds, or an administrative or judicial body revokes any license required for AES to carry on its business and perform the Scope of Work.

b. AES materially breaches this Agreement, which shall be limited to: (i) failure to account for expenditures or pay the School's operating costs (provided funds are available to do so); (ii) action or failure to take action in violation of the Charter; (iii) failure to take reasonable efforts to protect the health, safety, welfare of the students at the School; (iv) actions taken in violation of applicable law governing the operation of School. In the event of a material breach by AES, AES shall have 14 days after receipt of written notice to cure such breach. Failure to timely cure a material breach shall be an AES Event of Default.

26. In the event of an AES Event of Default, the School may terminate the agreement for cause by sending written notice of termination which shall provide AES an additional 14 days to cure or object to the occurrence of any asserted AES Event of Default. If uncured, termination shall be effective 30 days following notice of termination.

27. In the event of termination of this Services Agreement for any reason by either party prior to the end of the Term, AES, may for a fee reasonably acceptable to AES, provide the School with assistance for up to thirty (30) days to assist in the transition to another service provider. AES shall not be required to provide services or assistance to any other company or service provider. AES will abide by state law governing the transition of obligations, including but not limited to 1) the transfer of student records, 2) transferring any and all other non-proprietary information belonging to the School, 3) transferring or assigning to the School all contracts, agreements, licenses, permissions, and other rights and privileges related to the operation of the School, including in AES discretion, any personnel contracts.

28. In the event of any termination other than under an AES Event of Default, , and without limiting the applicability of damages or any remedy at law or equity, the damages owed to AES shall include but shall not be limited to unpaid service fees for lesser of 7 years or the remaining Term of this Service Agreement, including any renewal term in effect at the time of termination, in addition to any amounts which would come due to AES under the terms of any debt or other agreement, including any equity deposit, Liquidity Support Fund, fee for any Owner Representative services, or amounts due under any promissory note, without regard to the occurrence of any conditions precedent to the payment or vesting of such fees or amounts under any such agreements. If School terminates the agreement for cause upon an AES Event of Default, the fee owed to AES shall be prorated for the part of the fiscal year that the Agreement was in effect. The School agrees that damages under this paragraph shall be secured by all assets of the School, including any tangible or intangible assets, and grants a security interest therein which shall attach upon acceleration, and AES is authorized to record such UCC, lien, or other document evidencing such security interest in its discretion. This security interest shall be subject to and subordinate to the rights of the Bondholder and subject to standstill on enforcement until either the Loan Agreement and Promissory Notes have been paid in full or with the written consent of the Trustee and the Bondholder Representative. The failure of AES to record any such security interest shall not prejudice or waive the enforcement of security against the School, and AES may perfect such security interest upon attachment and acceleration. Notwithstanding the above, the Trustee and the Bondholder Representative shall have the right to terminate this Agreement upon a monetary default under the Lease or Loan Agreement.

29. Upon any termination by AES for an Event of Default or by School for any reason prior to the expiration of the Term of this Agreement, any outstanding debt, loan, promissory note, or other amounts due to AES may be accelerated at the option of AES and upon written notice by AES. This right shall not be exercisable expect if the amounts owed under the Loan Agreement and Promissory Notes have been paid in full or with the written consent of the Trustee and Bondholder Representative.

Indemnification and Insurance

30. Each Party does hereby indemnify, defend, and hold the other, including their respective directors, partners, officers, employees, agents, representatives, and attorneys, harmless from and against any and all claims, actions, damages, expenses, losses or awards which arise out of its own negligence, acts or omissions, or noncompliance or breach of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. Notwithstanding the foregoing and except for claims of death or bodily injury resulting from AES's gross negligence or willful misconduct, AES's total, aggregate liability to the School for any reason and upon any cause of action, whether in tort, contract, or otherwise, shall be limited to the total amount of all fees received by AES from the School under this Agreement.

31. Each Party shall maintain insurance in the coverage amounts as may be required by the Charter, with the other Party listed as an additional insured. Such insurance shall be purchased by AES using the School revenues. Each Party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each Party shall also comply with any reasonable information or reporting requirements required by the other Party's insurers. Each party shall maintain workers' compensation insurance as required by the Charter and applicable law, covering their respective employees.

32. AES and its representatives may, in addition, be available to render advice, discuss problems and offer general guidance and advice to the School with respect to planning and operating the School. AES advice or guidance is based upon the experience of AES and its representatives in operating charter schools and School shall hold AES and its representatives harmless from any liability that results in connection with any such advice and guidance.

33. To the fullest extent permitted by law, neither party shall be liable for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION DO NOT APPLY TO A MISUSE OR MISAPPROPRIATE OF THE OTHER PARTY'S PROPERTY, OR ANY WILLFUL MISCONDUCT, RECKLESS CONDUCT, OR CRIMINAL ACTS.

Confidentiality of Information

34. School acknowledges that AES will disclose or otherwise make available certain Confidential Information during the Term, in connection with training, provision of educational guides and materials, as a result of guidance furnished to School and for other reasons as result of the School's use of AES services. School shall not acquire any interest in any such Confidential Information, other than the right to utilize it in the operation of the Charter School. School acknowledges that the use or duplication of the Confidential Information for any other purpose, or the unauthorized disclosure of any such Confidential Information, would constitute an unfair method of competition and would cause irreparable harm to AES, its affiliates and the customers, and therefore School shall: (a) hold all such Confidential Information in strict confidence; (b) take all steps necessary or appropriate to protect the confidentiality of the Confidential Information and to assure compliance with this Agreement by its Permitted Representatives (as defined below); (c) use such Confidential Information for the sole purpose of operating the Charter School in accordance with the terms and conditions of this Agreement;

(d) restrict disclosure of such Confidential Information to those of its officers, directors, employees, professional advisors, agents and representatives (each a "***Permitted Representative***") with a need to know such information in accordance with the terms and conditions of this Agreement, and advise each such person of School's confidentiality obligations herein and ensure that each such person is equally bound by confidentiality obligations no less stringent than those provided herein; and (e) not modify, reverse engineer, decompile, create other works from, or disassemble any such Confidential Information.

35. If School or any of its Permitted Representatives are required to disclose Confidential Information pursuant to judicial order or other compulsion of law, School will provide to AES prompt notice of such order, cooperate with AES to maintain the confidentiality of the Confidential Information, and comply with any protective order imposed on disclosure of the Confidential Information.

36. In the event School discloses any confidential or proprietary type information of School to AES and which is identified as "CONFIDENTIAL", AES agrees to exercise at least the same degree of care to avoid the publication or dissemination of such confidential or proprietary type information as it affords to its own confidential information of a similar nature which it desires not to be published or disseminated, but in no case less than reasonable care. AES agrees not to use any such confidential or proprietary type information except in the furtherance of this Agreement or the performance of its obligations hereunder. For the avoidance of doubt, nothing in this paragraph shall require AES or any of its officers, directors, employees, professional advisors, agents and representatives to maintain the confidentiality of its Confidential Information or any information that is deemed to belong to AES pursuant to this Agreement.

General Provisions

37. This Agreement shall be governed, interpreted, enforced and construed in accordance with the laws of the State without regard to its conflict of laws principles. Venue shall solely be proper in the State.

38. **The parties waive the right to a jury trial in any action, proceeding, or counterclaim brought by either party against the other, including any indemnification claim.**

39. If performance by either party of any obligation under any provision of this Agreement contravenes a law of the State, the performance of such obligation shall be effected instead in accordance with the requirements of such law but only to the extent that the provision requiring such performance contravenes such law and only to the extent and while such law is deemed or held to be valid an is applicable to such performance.

40. This Agreement contains the entire agreement between the parties and supersedes any verbal agreements or prior negotiations between the parties. The provisions of this Agreement may only be modified in writing and properly executed by both parties.

41. No indebtedness of any kind incurred or created by School shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of School shall involve or be secured by the faith, credit, or taxing of the State or its political subdivisions.

42. The parties acknowledge that AES is an independent contractor and shall not be liable for the debts of the School. Nothing in this Agreement is intended, or is to be construed, to constitute a partnership, agency or franchise relationship between the parties. Neither party shall have the right or authority to assume or create any obligation on behalf of the other party or to bind the other party to any contract, undertaking, or agreement with any third party. Except for each of the third parties entitled to indemnification under this Agreement (each of which is an intended third-party beneficiary of this Agreement), this Agreement is not intended to create any rights of a third-party beneficiary. For the avoidance of doubt, the Trustee and the Bondholder Representative are third party beneficiaries of this Agreement.

43. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties at the address and email address designated below. Notice must be given by email and may also be sent (i) certified or registered mail, postage prepaid, return receipt requested, or (ii) by personal delivery. Notice shall be deemed to be given on the date of transmittal of an electronic communication, the date of personal delivery or the date of postmark, if sent by certified or registered mail. For purposes of the foregoing the address and email address of the parties are designated as follows:

    AES

    jmatthews@allianceedservices.org

    Harrisburg Global Academy

    kevin.arrowood@gmail.com

    Trustee

    Notice shall be provided as set forth in the Loan Agreement

    Bondholder Representative

    Notice shall be provided as set forth in the Loan Agreement

    A change of the foregoing addresses must be sent in writing in accordance with the notice provisions of this Agreement.

44. This Agreement cannot be amended without the consent of the Bondholder Representative.

45. In the event of an Event of Default, the non-defaulting party shall be entitled to have and recover reasonable attorneys' fees and costs, including in bankruptcy or on appeal, as additional damages for the breach of this Agreement.

AGREED:

By: ______________________

Title: COO

AGREED:

By: ______________________

Name: Kevin Arrowwood

Title: Chair

Schedule 1

Alliance Education Services
Coordinated Scope of Work, Specified Duties and Limitations

About AES: Alliance Education Services, Inc. (AES) is a 501c3 Non-Profit Charter School Support firm that provides a wide range of support to public charter and other choice school programs, empowering schools and their faculty and with research-based expertise, educational best practice and curricular programs necessary to achieve success in an ever changing, highly competitive, increasingly global educational community.

Our Mission: To provide communities with increased school choice by creating a safe and inviting school, equipped with a focused and rigorous academic curriculum that ensures student success in an appropriately challenging environment.

Our Compelling Belief: AES believes that students, when provided with quality instruction utilizing sound research in an educational environment rich with best practices, will ultimately be successful.

Local Hiring and Training Practices: AES is committed to providing all of the resources and support a school community needs while empowering site-based leadership to implement a top-quality vision and mission for children, to own the decision-making and ultimate success of programs by developing visionary, expertise-driven servant leadership. All instructional decisions are made with one simple question in mind: "Is this in the best interests of students?" AES is able to identify school leaders and educators who have demonstrated measurable success with previous schools and student populations, to serve in local area schools and act as mentors to new school leaders and educators.

Overview of Responsibilities of Involved Parties

AES, in collaboration with the Governing Board and School Leader/Leadership Team:

- Implement school board policies in conjunction with the School Leadership Team.
- Support revision of all school operation policies and procedures in line with best practice.
- Assist with development and implementation of the School Improvement Plan.
- Draft school budgets for review and approval by the Governing Board.
- Provide recommendations on budget updates based on actual revenues and expenditures.
- Provide support and oversight of facility development and construction, as requested.
- Provide board updates as requested that encapsulate work completed and ongoing by AES.
- Work with the School Leadership Team to submit all applications for federal allotment funds.
- Provide compliance and oversight for all grants obtained by AES including fiscal and

program audit reviews.

- Submit competitive grants when appropriate and when they become available.
- Support hiring and evaluation process of School Leader when needed.
- Facilitate School Leadership Team professional development.
- Support School Leadership Team with timely submission of all required reporting items.
- Disaggregate student performance data and develop academic improvement targets and strategies.
- Support the Schoolwide MTSS process.
- Support the development of a yearly School Improvement Plan that includes academics, finance, parent involvement, student and staff attrition and compliance.
- Support School Leadership and the Board on any parent or staff grievances that become escalated to the Board's review.
- Provide capital and facility maintenance planning.
- Provide expertise on Crisis and Emergency Response Plans.
- Provide support and expertise on lottery, database and registration management.
- Provide oversight of external marketing, enrollment and outreach plan.
- Provide targeted professional development to the Governing Board.
- Provide other targeted, professional support for charter school operation as requested by board and agreed to by AES.

Governing Board:

- Vision/Mission of the school.
- Board Policies & Approve Revisions.
- Approve Yearly Budget Material Revisions.
- In conjunction with AES, Hire and Evaluate School Leader Performance.
- Delegate day to day oversight of the school to Principal and Charter Operation Support Consultants.
- Approves monthly financial reports.
- Strategic School Improvement Planning.
- Evaluate Vendor and Support Contracts.
- Approve long term contracts above $10,000.
- Address unresolved grievances.
- Review school progress related to Charter Agreement and other academic and school goals.

School Leader:

- Interview, recommend for hire and evaluate or otherwise facilitate such for the remaining school staff.
- Serve as Instructional and Operational Leader of the school.
- Implement the Master Schedule compliant with State statutes developed to maximize student achievement.

- Preside over the learning outcomes for all enrolled students.
- Responsible for Staff and Student Safety, including implementation of the Staff and Student Handbooks.
- Development of Monthly board school operation reports.
- Development and implementation of School Calendar, Events and Extracurriculars.
- Parent and Community relations and communication.
- Academic Assessments.
- Implementation of the School Improvement Plan.
- Instructional Leadership
  - Support all teachers in best practices, data interpretations and student grouping, curricular alignment to standards by content area and grade level.
  - Support all students and special populations, prepare and present professional development, oversee tutoring camps, serve in teacher interview committees.
  - Provide and facilitate all professional development.
- Student Services
  - Oversee all student discipline, campus safety and behavior.
  - Coordination of parent conferences.
  - Ongoing professional support for all employees to improve.
  - Development and implementation of MTSS.

Contracted Vendors: Those additional 3rd party Vendors that may or may not be recommended by AES that provide other support to the school and are directly supervised by the School Leader. Examples include but are not limited to: Financial Accounting, Payroll, Custodial, Marketing, HR., etc.

AES Performance Goals.

During the term of this Agreement, AES shall use its reasonable best efforts to:

1. Timely submit all reports required by this Agreement to the School

2. Strictly adhere to the approved Annual Budget, with no aggregate cost overruns; and

3. Meet or exceed the student performance goals contained in the Charter Contract.

AES shall provide or otherwise support and coordinate general professional services, academic support, related administrative services and related support and services as described above to ensure that Charter School is operated in accordance with the requirements of its Charter, all State and Federal laws, as well as all applicable local, municipal and/or county ordinances. Additionally, AES shall perform such specific Duties and hold limitations of those Duties as described below:

(a) Specified Duties

AES will coordinate the educational and administrative services required to support the School. AES will report to the Board and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operations. AES's services will include identification of potential school sites; assistance with staff recruitment and vetting of candidates, specifically the School Leader; assistance with human resource coordination; regulatory compliance; legal and corporate upkeep; and assistance with the maintenance of the books and records of Charter School, budgeting and other financial forecasting.

(b) Board of Directors Meetings

AES will assist in the coordination of the meetings of the Board, including the provision of reports and suggested agenda items. AES shall ensure that the School complies with the requirements of State law and the Charter regarding such meetings and record keeping.

(c) Record Keeping

AES will ensure that designated on-site School staff receive proper training by the Authorizer's appropriate departments for student/school record keeping through its designated Management Information Services (MIS) programs and proper training regarding public records.

(d) Bookkeeping

AES will work with and serve as liaison to any accounting firm selected by the Board to ensure the accuracy and timeliness of the financial reporting, record keeping, and audits required by the Charter and State law.

(e) Staff Administration

School or Board and/or its delegate will make all hiring decisions for the School in accordance with law. AES shall not be considered a delegate of School or Board for this purpose. AES will assist the Board in the identification, solicitation, and/or recruitment of qualified principals, and administrative support (i.e. Assistant Principals) to be employed at or by the School. School employees shall not be employees of AES. School employees shall only be removed, dismissed, or transferred with approval of the Board/School, or its delegate. The Board/School shall decide whether to use a professional employee management company and the method of human resource management, if any. All School based employees will be employees of School, and shall be assigned to the School, and may only be removed, dismissed, or transferred with approval of the School, the Board and/or its delegate.

(f) Grant Solicitation

In consultation with the Board, and with Board approval, AES will solicit grants available for the funding of the School from the various government, private and institutional sources which may be available. Such grants may include but are not limited to federal grants programs and various continuation grants for charter schools.

(g) Financing Solicitation and Coordination

If authorized by the Board, AES will coordinate necessary financing from available private and public sources for loans desired by the Board, including but not limited to: start-up funding, capital acquisition funding for land, construction and equipment for school operations.

(h) Other Funding Sources

If authorized by the Board, AES will coordinate the solicitation of available and eligible funds, if available, from the appropriate state and/or local agencies. Similarly, as authorized by the Board, AES will coordinate the solicitation of other available state, federal, or local government funds earmarked for schools and/or facilities development, improvement, or acquisition, as well as other sources of funding that may become available to charter schools from time to time.

(i) Annual Reporting

AES will coordinate the preparation of any Annual Report(s) required by the Charter or by law for School and will coordinate the delivery and review process established by the Authorizer after said Annual Report is approved by the Board.

(j) Student Assessment

Upon the approval of the Board, AES will coordinate a student assessment methodology, and train, on behalf of the School, professionals to administer and evaluate results.

(k) School Board Representation

AES will serve as a liaison with the Authorizer and its officials on behalf of the School. AES representatives will facilitate communications between School, and the Authorizer, and will present or advocate positions reviewed and approved by the Board as requested.

(l) Governmental Compliance

AES will advise School regarding compliance with state regulations and reporting requirements of School. In addition, AES will advise the School regarding compliance with any requirements of the Authorizer regarding disclosure, verification and/or affirmation of fulfillment of Board requirements. AES will also advise School regarding School's compliance with its Charter, the terms of which are incorporated by reference.

(m) Charter Renewal Coordination

AES will advise the School regarding the published expiration date of the Charter, coordinate the "intent to renew "with the Authorizer, and assist the Board, and the School to complete the renewal process on a timely basis. AES will support the negotiation of the terms of the renewed Charter Contract with the Authorizer, notify the Board of any renewal provisions which modify or alter the terms of the existing Charter, and obtain Board approval of any negotiating strategy and of the terms of the renewal Charter.

(n) Curriculum Development

As authorized by the Board, AES shall identify and or develop curricula in connection with the operations of the School and the vision of the Board in a manner that complies with applicable federal, state and local laws and regulations.

(o) School Site

AES may coordinate with the Board for the purpose of identifying the School's permanent or temporary site and facilities needs from year-to-year. AES shall assist the Board in identifying potential new school sites and potential expansion of existing sites and facilities when appropriate. AES may identify and solicit investors to acquire and/or develop school sites and facilities for lease or use by School. Where such investors are related to AES or its principals, such relationships will be disclosed to the Board. At the Board's request, AES shall recommend qualified professionals, who the Board may retain, in the fields of school design, architecture, and engineering, as well as professionals in the areas of development and construction, for the expansion, design, development, and/or construction of new and/or existing school sites.

(p) Additional Services

AES may provide additional services not covered under this Agreement as requested and approved by the Board in writing. This may include services that are not within the regular course of supporting the School's operations, including but not limited to special projects, litigation coordination, and land use coordination. Such projects may include the engagement, upon written approval and at the expense of School, of other professionals or consultants who may be independent from AES or part of AES's network of consulting professionals. Services not expressly contained within this Scope of Work may be undertaken by AES at its sole discretion and if so, are subject to all terms and conditions of the Agreement.

(q) Conflicts of Interest

AES will comply with the Conflicts of Interest policies set out in the Bylaws and the Charter Agreement or Contract. In addition, if there exists some relationship between AES, its officers, directors or principals and any other person or entity providing goods or services to the School, AES shall disclose the relationship to the Board.

Schedule II
Owner Representative Duties

Position Overview
The Owner's Representative serves as lead representative and coordinator of all phases of the process to construct a new School. This is a position expected to average approximately 1000 hours for the duration of the project engagement to completion and requires deep knowledge of charter school development, pre-financing, financing, school-specific architecture related to operation of a school, and commercial construction.

Skills and Knowledge
- Understanding of contract administration, including but not limited to AIA contracts, prime contractor contracts and subcontractor contracts.
- Understanding construction project management, principles, and techniques, including construction timeline charting and managing changes brought about by early, on time, or delayed activities.
- Deep understanding of charter school operations, school safety, traffic and pedestrian flow, and education delivery within a constructed facility.
- Understanding student activities that impact construction decision-making, included but not limited to grade level curriculum programming, sports, extracurriculars, food service, and extended day learning.
- Understanding of construction documents, plans, and specifications.
- Understanding of construction practices, methods, materials, applications, and standards.
- Understanding of the State of South Carolina procurement law.
- Understanding of computer applications and software related to construction.
- Understanding of records management.
- Ability to conduct business in a professional manner and communicate effectively, including public speaking and composing business correspondence.
- The ability to effectively and collaboratively work with others.

General Responsibilities and Duties
- Support the School's Vision and Mission.
- Represent the School in a professional manner and maintain a positive work environment.
- Provide leadership in all phases of construction, demonstrating high quality managerial methods and techniques.
- Demonstrate initiative in coordination and management of projects.
- Anticipate potential problems and develop alternative planning strategies and solutions.
- Immediately respond in emergency situations.
- Communicate effectively both orally and in written form, using appropriate interpersonal and professional styles and methods to guide individuals and groups toward task accomplishment.
- Communicate and collaborate consistently and regularly with the Board/administration on all phases and aspects of the project.
- Make and share decisions in a timely manner, appropriately advising the Board/administration on project issues.
- Prepare regular updates for the Board and present reports at Board meetings as needed.

- Collaborate with the Director on maintenance of the school/project website and support all efforts to communicate key project updates (i.e., construction start times, construction delivery routes, traffic patterns, student arrival and dismissal, budget, timeline, etc.)

Supporting the Construction Process

- Representing the School in preconstruction activities and direct contracted service professionals: financing, real estate, design and construction, throughout the project.
- Collaborate with contracted professional services to develop agendas and conduct meetings as necessary.
- Collaborate with contracted services professionals to develop construction documents.
- Collaborate with contracted services professionals to implement proactive measures that provide a construction site which prioritizes the safety of students, staff, and workers at all times with consideration and emphasis given to project layout, deliveries, staging, storage, and installation of equipment.
- Establish procedures and practices for managing and coordinating the construction process, including but not limited to the accounting of expenditures, change orders, and waivers.
- Develop procedures for the timely communication and approval of change orders with the Board and Director, with final approval by the Board.
- Conduct thorough reviews of construction plans and specifications.
- Develop and implement a plan to commission all equipment within the facility.
- Review all finishes with Board/administration, other building administration, and teachers as appropriate.
- Collaborate with the contracted services professionals on completion of punch list items.
- Ensure the School is provided an extra set of construction prints, specifications, and final "as-builts" at the conclusion of the project.
- Maintain a digital photo library that includes images taken before, during, and after the project.

Ensuring the Project is Completed on Budget

- Monitor all expenditures to ensure the project stays within budget.
- Obtain exceptional cost and quality value from contracted services.
- Account for all contract changes and payments to architect, construction manager, contractors and other miscellaneous costs assignable to the project.

Fees Associated with the Owner Representative Work

AES reserves the right to charge an additional fee of 4% of the total project cost to be paid from financing proceed as a development fee ("Fee"). So long as an Event of Default pursuant to Section 13.1 of the Lease or Section 10.01 of the Loan Agreement has not occurred and is continuing, (1) upon receipt of a certificate of occupancy for school facilities, School shall pay AES one-half (1/2) of development fees due, and (2) upon achieving student enrollment of 554 and 665 in such order for consecutive year annual 40-day counts and being in compliance with all covenants contained in the Loan Agreement and the Lease, School shall pay AES the remaining one-half (1/2) of development fees due.