

FINANCE & HR AMENDED AND RESTATED MASTER SERVICE AGREEMENT

This Amended and Restated Master Agreement ("Finance and HR Agreement") is entered into by and between Aspen **Ridge Preparatory School**, a Colorado nonprofit corporation ("School" or "Customer"), with a principal place of business at **705 Austin Ave, Erie, CO 80516**, and **Tatonka Education Services, Inc. PBC** ("TES"), a Colorado Public Benefit Corporation whose principal office address is 10375 Park Meadows Drive, Suite 230, Lone Tree, CO 80124. The School and TES may be referred to individually as a "Party" and collectively as "Parties."

Recitals

WHEREAS, the School and TES previously entered into a Finance & Human Resources Services Agreement effective **May 1, 2022** and the Parties now desire to amend, restate, and extend their contractual relationship under the terms of this Finance and HR Agreement;

WHEREAS, the School is in need of financial and human resources services to assist in the operation of the School;

WHEREAS, TES is engaged in the practice of providing charter school services for community schools in the State of Colorado;

WHEREAS, the School desires to retain TES to perform the scope of work as described in **Exhibit A**, attached hereto;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The recitals are hereby incorporated into the Finance and HR Agreement by reference and are an integral part of this agreement.

Board Warranties & Representations

Good Standing

The Board represents that they are corporations in good standing with the State of Colorado, authorized to do business in the State of Colorado, and have the authority under law to execute, deliver, and perform this Finance and HR Agreement and to incur the obligations provided for under this Finance and HR Agreement. The Board warrants that their actions have been duly and validly authorized.

Authority

The Board represents that they are authorized by law to contract with a private entity to procure the services to be provided as set forth in Exhibit A, incorporated herein by reference, hereinafter referred to as (“Services”).

Consent

The Board gives their consent to share financial and other information necessary for TES to perform the Services contemplated herein and will provide TES with evidence of such consent upon TES’ request. Financial and other information necessary for TES to perform the Services contemplated herein and will provide TES with evidence of such consent upon TES’ request.

TES Warranties & Representations

Good Standing

TES represents that it is a corporation in good standing with the State of Colorado, authorized to do business in the State of Colorado, and has the authority under law to execute, deliver, and perform this Finance and HR Agreement and to incur the obligations provided for under this Finance and HR Agreement. TES warrants that its actions have been duly and validly authorized.

Agreements:

(1) Legal Status

TES is a separate legal entity and not in any way affiliated with the School. The School is a separate legal entity from TES and is not in any way affiliated with TES. The Parties to this Finance and HR Agreement intend that the relationship created by this Finance and HR Agreement is that of an independent contractor and not an employer-employee, partnership, joint venture, or agency relationship. The relationship between TES and the Schools is based solely on the terms of this Finance and HR Agreement.

(2) Compliance with Contract and Applicable Laws

The School shall take the steps necessary to ensure that they comply with the Contract, and any laws, ordinances, rules, and regulations applicable to the School or their responsibilities with regard to the School as set forth in this Finance and HR Agreement. If the School is notified by the state, by any other governmental authority, or by any other person or entity that the School may be in violation of the Contract or any applicable laws, ordinances, rules, and regulations, the School shall immediately notify TES of the alleged violation and shall take steps to cure in a timely fashion such violation(s). The School agrees to timely notify TES of any anticipated or

known: (i) material health or safety issues, or (ii) problems of any other type that could adversely affect TES in its performance of the Services hereunder.

(3) Subcontracts

TES reserves the right, but not the obligation, to subcontract any and all aspects of the Services.

(4) Contracting Services

(A) Performance of Services

TES shall be available to provide the Services to the School at such times as may be reasonably requested by the School and mutually agreed to by TES. TES shall use its best efforts to perform faithfully and efficiently the Services assigned under this Finance and HR Agreement. At all times under the terms of this agreement, the School shall provide TES with access to all data determined by TES to be required to render the Services. Such access shall be provided by the School to TES in a timely manner, not unreasonably withheld, and at no charge to TES.

(B) Retained Authority

The School retains all authority relative to anything necessary for the proper establishment, maintenance, management, operation, and administration of the School's operations as required by state law.

(5) Exhibits

The exhibits attached hereto are incorporated into this Finance and HR Agreement and a material part hereof and are governed by the terms of this Finance and HR Agreement. The Exhibits included in this Finance and HR Agreement are checked below:

Exhibit A - Scope of Work

Exhibit B - Pricing

Exhibit C - Responsibility of the School and Service Expectations

The exhibits may be modified from time to time by written agreement of the Parties.

(6) Insurance

TES shall maintain and pay for its own insurance coverage as determined necessary by TES for itself and its own operations. The School shall maintain insurance as required by their authorizing authority and the state of Colorado.

(7) Compensation

In consideration for TES' full and timely performance of the Services set forth below throughout the Contracting Period, the School shall pay TES as follows in Exhibit "B" (Pricing) attached

hereto. Fees shall be invoiced by TES and be payable in monthly installments during the Contracting Period. Installments shall be due on the 1st of each month in advance of Services to be rendered. The School shall have a ten (10) calendar day grace period to submit payment. If payment is not received, in full, prior to or within the grace period, TES has the right to terminate the contract immediately. In addition to the foregoing, reasonable expenses incurred by TES within the scope of performing services are included within the fee and the scope of this agreement (e.g. mileage). However, if any extraordinary costs are required to be incurred by TES as part of delivering reasonable services to the School, the School shall also reimburse TES for such costs provided these costs were pre-approved in writing by the School.

(8) Obligation to Pay

The School agrees to compensate TES according to section seven (7) before the termination of this agreement (unless the Parties have entered into Breach protocols outlined in section nine (9) of this agreement).

(9) Breach

This Finance and HR Agreement may be terminated by either Party upon a breach of a material term or condition of this Finance and HR Agreement, which breach is not cured within thirty (30) business days from written notice from the non-breaching Party. Such notice shall detail all the reasons for good cause for termination.

(10) Transition Upon Termination

Upon termination of this Finance and HR Agreement, if requested by the School, TES agrees to provide services to the School throughout a transition period. This transition period shall be limited to the timeframe of any audit relating to the period of time TES performed any of the Services on behalf of the School. This transition period shall not exceed four (4) months. TES shall be compensated by the School at the rate set forth in Exhibit "B" for Services rendered during this transition period.

(11) Information Validity

The School agrees that TES has the right to rely on information provided by the School as true, accurate, and complete. The School shall timely furnish to TES all information, documents, and records necessary for TES to properly perform the Services under this Finance and HR Agreement. This information and delivery dates include but are not limited to, the items detailed in Exhibit "C" (School Responsibilities) attached hereto. The delivery dates may be modified from time to time by the mutual written consent of the Parties.

(12) Dispute Resolution and Legal Fees

The Parties agree that each will make every good faith effort to resolve any and all disputes under this Finance and HR Agreement amicably before taking any legal action in court,

including submitting to non-binding mediation. If a dispute is not settled between TES and the School, non-binding mediation shall take place by a mediator acceptable to both Parties. Each party shall pay for its own attorney fees.

The Parties hereto agree that the non-prevailing party in any dispute, claim, action, or proceeding between the parties hereto arising out of, or relating to, the terms and conditions of this Finance and HR Agreement or any provision thereof (a "Dispute") shall reimburse the prevailing party for reasonable attorney's fees and expenses incurred by the prevailing party in connection with such Dispute.

(13) Additional Services Finance and HR Agreement

The School may extend services with TES at any time through an Additional Services Finance and HR Agreement. Additional Services Finance and HR Agreements are subject to the same terms and conditions outlined herein. Services rendered under an Additional Services Finance and HR Agreement follow the same billing cycle outlined in section seven (7) of this Finance and HR Agreement unless clearly stated otherwise and agreed upon by both parties.

(14) Non-Solicitation of Personnel

The School promises, covenants, and agrees that during the term of this Finance and HR Agreement and for a period of one (1) year after termination of services for any reason whatsoever, the School shall not, directly or indirectly, (a) solicit, induce, or recruit, or attempt to solicit, induce or recruit any person who is an employee of TES to apply for or accept employment or (b) hire any person who was employed or engaged by TES.

(15) Miscellaneous

A. Amendment. This Finance and HR Agreement and any Scope of Work attached hereto may not be amended or modified otherwise than by a written agreement executed by the Parties hereto.

B. Severability. The invalidity or unenforceability of any provision of this Finance and HR Agreement shall not affect the validity or enforceability of any other provision of this Finance and HR Agreement.

C. Counterparts. This Finance and HR Agreement may be executed in counterparts that together shall constitute a single agreement.

D. Course of Dealing. The failure of the School or TES at any time to enforce performance by the School or TES of any provisions of this Finance and HR Agreement shall in no way affect the School' or

TES' rights thereafter to enforce the same, nor shall the waiver by the School or TES of any breach of any provision hereof be held to be a waiver of any other breach of the same or any other provision.

E. Captions. The captions of this Finance and HR Agreement are not part of the provisions hereof and shall have no force or effect.

F. Entire Finance and HR Agreement. This Finance and HR Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all other negotiations, understandings, and representations (if any) made by and between such Parties.

G. Force Majeure. Notwithstanding any other provisions of this Finance and HR Agreement, neither Party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either Party may terminate this Finance and HR Agreement in accordance with the termination provisions contained in this Finance and HR Agreement.

H. Notices. All notices and other communications required by the terms of this Finance and HR Agreement shall be in writing and sent to the Parties via electronic mail set forth below. The School shall provide TES with prompt written notice of any change to its notice address as provided herein. As of the date of this Finance and HR Agreement, the notice address of each of the Parties is as follows:

- Tatonka Education Services
 - Allie Byrne, President: abyrne@tatonkaeducation.org
 - Maggie Regalia, Director of Finance: mregalia@tatonkaeducation.org
- Aspen Ridge Preparatory School
 - _____
 - _____
 - _____

I. Assignment. Neither Party shall assign its rights or obligations hereunder without the prior written consent of the other party.

J. Modification. This Finance and HR Agreement shall not be altered, amended, modified or supplemented except as approved by the School and TES, and signed by both the School and an authorized officer or member of TES.

K. Waiver. No waiver of any provision of this Finance and HR Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

L. Delegation of Authority. Nothing in this Finance and HR Agreement shall be construed as delegating to TES powers or authority of the School that are not subject to delegation by the School under state law.

M. Cooperation. The Parties hereby agree from time to time to execute and deliver such further and other assurances, assignments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intentions of this Finance and HR Agreement.

N. Binding Effect. All of the terms and provisions of this Finance and HR Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors, and permitted assigns.

O. Survival. All covenants, agreements, representations, and warranties made herein shall survive the termination or maturity of this Finance and HR Agreement. The obligation to pay in section eight (8) shall survive the termination of the contract.

P. Third Parties. Nothing in this Finance and HR Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the Parties hereto and their respective legal representatives, successors, and permitted assigns, nor is anything in this Finance and HR Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Finance and HR Agreement, nor shall any provision give any third person any right to subrogation or action over or against any party to this Finance and HR Agreement.

Q. Services Upon Non-Appropriation. Upon a non-appropriation of funds by the School, TES shall have no obligation to continue to perform any of the services contained in this Finance and HR Agreement.

R. Other Schools. The School acknowledges that TES may enter into similar agreements with other schools.

S. Choice of Law. The rights of all Parties hereto are subject to the jurisdiction of the laws of the state of Colorado.

Contracting Period

Services must commence by July 1, 2025, and will end on June 30, 2028.

The agreement automatically renews in one- year increments unless written termination notice is provided by March 1 prior to renewal.

TES reserves the right to adjust pricing annually. Any pricing changes will be communicated by March 1 and will take effect for the following fiscal year.

Signature

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Master Service Finance and HR Agreement as of _____, 2025.

Tatonka Education Services	Aspen Ridge Preparatory School
Name (print):	Name (print):
Title:	Title:
Signature:	Signature:
Date:	Date:

EXHIBIT A – SCOPE OF WORK

FINANCIAL SERVICES SCOPE OF WORK

TES provides comprehensive financial and accounting management services, ensuring compliance, financial stability, and strategic oversight for your organization.

Important Notes:

- While TES prepares and manages all financial processes, final decisions and ultimate responsibility for implementation rest with the school leader and school board. TES provides expert recommendations, documentation, and compliance support, but the school retains full accountability for approvals and actions.
- Services provided outside the scope of this agreement may incur additional fees. TES will communicate and confirm any such costs in advance.
- Items marked with a * are included in the **Base- Level Financial Support Package** offering; all others are included in the **High- Level Financial Management Package**. The **Full Service Financial Management Package** includes all tasks listed.

Aspen Ridge has selected a Custom Financial Services Package for the items identified below

Financial Management

- **Policy Development & Maintenance:** Develop, implement, and maintain financial policies to guide operations and ensure compliance.
 - **Internal Controls:** Establish and monitor controls to promote financial stability and accountability.
 - **Cash Flow Management:** Plan and manage cash flow to meet operational and strategic needs.
 - **Grant Financial Compliance:** Ensure compliance with grant requirements, including tracking and reporting.
 - **Budget Tracking:** Monitor and track budgets to align with financial goals.
 - **Grant Reimbursement Requests:** Prepare and submit reimbursement requests for grant-funded expenses.
 - **Fiscal Compliance Oversight:** Maintain oversight of financial compliance for state, federal, and organizational requirements.
 - **Bond Reporting & Compliance:** Oversee and manage bond-related financial reporting and obligations.
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Financial Reporting

- **Budget Preparation:** Develop the annual budget and required revisions to align with organizational goals.
 - **Audit Coordination:** Work with a third-party audit firm to coordinate the annual audit and prepare all required supporting documentation.
 - **Monthly Financial Reporting:**
 - Prepare and present a comprehensive monthly financial reporting package to the board or community as requested.
 - Include financial dashboards, statements of activities, statements of financial position, accounts payable reporting, and other supplementary reports.
 - **Customized Reporting:** Provide tailored financial reports to meet specific organizational needs.
 - **Annual Tax Filing:** Coordinate the preparation and submission of Form 990 with a third-party tax firm.
-

Financial Operations

- **Record Maintenance:** Maintain all financial records in accordance with Generally Accepted Accounting Principles (GAAP).
 - **Accounts Payable:**
 - Manage 1099 forms and vendor compliance.*
 - Code and enter invoices for processing.*
 - Reconcile vendor statements monthly.*
 - Oversee invoice approval and payment as directed.
 - **Revenue Management:** Track, manage, and report revenue to ensure alignment with budgets and compliance standards.
-

Training & Strategic Support

- **Technical Assistance:** Provide technical advice and support on financial management for schools.
 - **Strategic Financial Planning:** Offer guidance to align financial strategies with short- and long-term goals.
 - **Board Training:** Deliver formal financial training sessions for the board upon request.
-

Optional Add-Ons

- **Accounting System Setup & Configuration:** Assist with the selection, setup, and configuration of accounting systems.
 - **Grant Planning & Management Services**
 - **Collaborative Grant Planning:** Partner with stakeholders to plan and strategize grant applications.
 - **Maximizing Grant Output:** Develop strategies to optimize grant funding and utilization.
 - **Grant Writing & Budgeting:** Provide grant writing services and develop/revise federal grant budgets.
 - **GASB 68 & 75 Filing:** Assist with the preparation and submission of GASB 68 & 75 compliance reports.
 - Additional financial or compliance projects upon request (may incur additional fees).
-

HUMAN RESOURCES SCOPE OF WORK

TES provides professional Human Resources (HR) and Payroll Management services tailored to meet the needs of each organization. Whether engaging TES for **Full-Service HR Support** or **Payroll-Only** services, this package ensures compliance, efficiency, and structured management of HR functions. Depending on the selected service level, TES can support payroll processing, benefits administration, compliance oversight, employee relations, and more.

Important Notes:

1. While TES prepares and manages all HR processes, final decisions and ultimate responsibility for implementation rest with the school leader and school board. TES provides expert recommendations, documentation, and compliance support, but the school retains full accountability for approvals and actions.
 2. Services provided outside the scope of this agreement may incur additional fees. TES will communicate and confirm any such costs in advance.
 3. Items marked with * are included in the **Base- Level Payroll Only** service package.
-

Recruitment (Add-On Service)

- **Job Descriptions & Postings:** Develop, update, and manage position descriptions and coordinate postings across appropriate platforms.
- **Offer Management:** Facilitate offer negotiation and communication, ensuring alignment with school policies.

- **Background Checks & Compliance:** Manage pre-employment background checks and ensure compliance with regulatory requirements.

Onboarding

- **Onboarding Coordination:** Deliver a professional onboarding experience using online tools (requires Human Resources Information System Onboarding Module).
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Payroll Management

- **Payroll Coordination Services:**
 - Processing payroll on designated schedules*
 - Reporting and analyzing payroll data to support informed decision-making*
 - Configuration support for payroll systems
 - Deduction remittance coordination (e.g., benefits, garnishments)*
 - **Payroll Administration:**
 - Organization and collection of payroll data
 - Entry and management of payroll data (benefits, pay rates, deductions)
 - Configuration of employee changes, deductions, and pay codes
 - Oversight of payroll compliance
 - **Additional Payroll Support:**
 - Documentation preparation for stipends and bonuses:
 - Filing payroll documentation for audit purposes:*
 - Garnishment coordination and management:
 - Corrections and reconciliation of payroll errors (additional fees may apply):*
-

Benefits Administration

- **Benefits Strategy (Add-On Service):** If a school wants to change brokers or insurance providers, TES will assist with the transition (additional fees apply).
 - **Benefits Support:** Assistance with open enrollment, employee benefits inquiries, and general benefits administration support.
 - **Unemployment Claims Management:** Coordination of unemployment processes (if applicable).
 - **Workers' Compensation Management:** Assist with claims and compliance (if applicable).
 - **Termination of Benefits:** Ensure proper benefits administration during offboarding.
-

Compliance & Risk Mitigation

- **Employee Handbook:** Creation, maintenance, and updates (pass-through fee applies).
 - **Employee Agreements:** Development, updates, and management of employee contracts.
 - **Compliance Updates & Implementation:** Ensure adherence to changing regulations and implement necessary updates.
 - **Audit Management:** Support in preparation and management of payroll and HR audits.
 - **Document Retention & Organization:**
 - Maintain employee files and ensure compliance with record-keeping regulations
 - Organize and manage an HR shared drive for secure, accessible document storage
-

Employee Relations & Support

- **Employee Inquiries:** Provide support for payroll, benefits, and other HR-related questions.
 - **Employee Complaints & Mandatory Reporting:** Facilitate resolution and ensure compliance with reporting requirements.
 - **Employee Coaching & Improvement Plans:**
 - Develop coaching plans to improve performance
 - Document coaching conversations and performance reviews
 - Support employees through development plans or transition plans
 - **Termination Support:**
 - Plan and document termination processes
 - Ensure compliant offboarding and transition
-

Leave of Absences (LOA) Management

- **FMLA Coordination:** Complete and manage Family Medical Leave Act paperwork (if applicable).
 - **Disability Paperwork:** Support submission and management of disability claims.
 - **LOA Management:** Provide projections, actuals, and payroll coordination for leave scenarios.
-

State Retirement Management

- **Administration of state retirement benefits, including enrollment, updates, and reporting:***

Onsite Support

- **Annual Onsite Visits:** Minimum of two visits per year to provide in-person HR support.
 - **HR Professional Development:** Facilitate development sessions for school leaders and employees to improve HR knowledge and practices.
-

Optional Add-Ons- Additional Fees Apply

- **HR Consulting & Escalation Support:** Direct access to TES HR professionals for guidance on complex HR matters, strategy development, risk mitigation, and documentation best practices. Includes:
 - Thought partnership and brainstorming on HR strategies.
 - Risk mitigation advice for school leaders and Boards of Directors.
 - Recommendations for documentation gathering and compliance.
 - Research support on HR situations (in conjunction with a certified HR helpdesk provider).
 - Guidance on when to engage legal counsel.
 - Assistance with designing and drafting HR procedures (e.g., onboarding, offboarding, compliance checks, renewal procedures).
 - Custom development of HR document retention schedules and procedures.
- **Additional onsite visits or professional development sessions upon request**
- **Recruitment services**
- **Benefits strategy consultation for broker or insurance transitions**
- **Custom HR or payroll system configuration projects**

EXHIBIT B – PRICING

Annual Agreement

Service	36 Month Contract Term Cost
Custom Financial Services Package	\$4,250/ Month (20% discount)
HR Consulting & Escalation Support	\$500/ Month (20% discount)
Total Monthly Investment:	\$4,750
Total Annual Investment:	\$57,000

Pass-Through Fees

Cost is direct to vendors, and there is no TES markup. This is not a complete list of pass-through fees, but rather examples of common charges.

Financial

Service	Notes
990 Filing 3rd Party Vendor	Coordinated by TES, paid by the School
Bill.com	Implemented and configured by TES, paid by the School
1099 Completion	Implemented and configured by TES, paid by the School
QuickBooks	Implemented and configured by TES, paid by the School

Human Resources

Service	Notes
Human Resource Information System/ Payroll System	Implemented by TES, paid by the School
SHRM Handbook Builder	Implemented and configured by TES, paid by the School

**EXHIBIT C – RESPONSIBILITIES OF THE SCHOOL & SERVICE
EXPECTATIONS**

School Responsibilities

The following responsibilities must be fulfilled by an authorized representative of the school. This list is not exhaustive and may change over time. The school will be notified in writing of any changes.

- Assume overall management decision-making responsibility
- Provide access to pertinent information required for system configuration upon request (tax IDs, policies, procedures, org charts, etc.)
- Provide login access to the payroll platform which allows for running system reports and accessing employee data as necessary for grant and financial reporting
- Provide access to historical financial and budget data as requested
- Debit or credit card receipts sent to accounting no later than seven (7) business days after receipt
- Support for cash receipts sent to accounting no later than seven (7) business days after receipt
- Invoices sent to TES, in TES's preferred format for coding and processing at the time of receipt
- Respond to vendor questions and requests, and relay relevant information to TES in a timely fashion. TES will only correspond with vendors upon request.
- Bank statements sent to TES within three (3) business days after month-end or provide read-only access to TES
- District or State funding reports sent to TES no later than three (3) business days after available by the issuer or sent directly to TES
- Lead the audit process, including organizing the request list, delegating any necessary tasks to TES staff, and pulling any requested supporting documents
- Lead the budgeting process, with TES providing data assistance