

Excellent Education Development Management and Accounting Services Agreement - NOTICE OF TERMS SUPPLEMENT

Reference is made to that certain Excellent Education Development Management and Accounting Services Agreement between University Preparation Charter School at CSU Channel Islands, a California nonprofit public benefit corporation (“Client”), and Excellent Education Development (“ExED”), a California nonprofit public benefit corporation, dated the 30th day of June 2021 (the “Agreement”). Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

Unless a Notice of Non-Renewal is received by ExED within 60 days of the date hereof, the Agreement Term is hereby extended for a period of one year from June 30th of the year in which this Notice of Terms Supplement (“Notice”) is delivered, on the same terms and conditions as contained in the Agreement and as modified by any prior Notices, except as expressly set forth below.

1. SERVICE FEES AND RELATED EXPENSES.

- a. ExED’s fees and related charges are hereby amended, modified and/or supplemented as follows:

- (i) Effective July 1st of the current year, ExED’s fees are hereby increased as follows:

- (1) Basic Services: \$12,166.67 per month (i.e., \$146,000 per annum) plus actual Paychex fees (estimated to be \$1,083.33 per month (i.e., \$13,000 per annum)). The actual Paychex Fees ExED incurs will be charged to Client each month.

- (ii) Effective July 1st of the current year, ExED’s other fees are increased as follows:

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| (1) | Budgeting | |
| a. | Budgets for new charter petitions | \$3,500 |
| (2) | Financial Management, Reporting, and Forecasting | |
| a. | Facility financing work (per hour) | \$140 |
| (3) | Accounting and Bookkeeping | |
| a. | Rush checks (per check) | \$37 |
| (4) | Payroll Processing and Retirement Reporting | |
| a. | Late payroll submission (per pay period) | \$135 |
| b. | Supplemental payroll (per check) | \$53 |
| c. | Prior pay period adjustment (per employee) | \$320 |
| d. | STRS or PERS audit corrections (per hour) | \$140 |
| (5) | Compliance and Data Management | |
| a. | Monthly attendance (per month revised) | \$115 |
| b. | Prior year P-2 adjustment | \$320 |
| c. | CALPADS UPC adjustment | \$565 |

(6) The Supplemental Fee Schedule (per hour)

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|----|----------------|-------|
| a. | VP or Director | \$140 |
| b. | Manager | \$80 |
| c. | Other Staff | \$52 |

(iii) Effective July 1st of the current year, ExED will introduce the following fees for ExED's Basic Services:

- (1) ExED will provide mid-year orientation workshops (e.g., attendance reporting, nutrition claims reporting) for Client staff who are hired mid-year. ExED will charge Client \$210 per workshop.

2. **AGREEMENT IN FULL FORCE IN EFFECT; NOTICE OF NON-RENEWAL REQUIRED TO TERMINATE.**

- a. The Agreement remains in full force and effect, on its original terms and conditions, except as may be modified by this (and any prior) Notices. The Agreement, together with this Notice (and any prior Notices) shall be taken together and construed as the complete agreement of the parties. If Client does not wish to extend the Term of the Agreement as described in this Notice, Client is required by the terms of the Agreement to deliver a Notice of Non-Renewal to ExED no later than 60 days from the date of this Notice.

We thank you for your continued partnership,

ExED:

By: Tait G. Anderson

Dated: May 3, 2023,

Name: Tait G. Anderson

Title: Executive Vice President