

Schedule D:

ADDITIONAL SERVICES SCOPE OF WORK TO BE PERFORMED BY EXED

This Schedule (the “Schedule”) is entered into as of the 1st of January 2022 (the “Effective Date”). The Schedule outlines the additional services ExED will provide The Accelerated Schools, a California nonprofit public benefit corporation (“Client”), as part of the Management and Accounting Services Agreement (the “Agreement”) that ExED and Client entered into on the 30th day of June 2021. The services identified in this Schedule include Payroll Processing and Retirement Reporting services and are included in the definition of “Additional Services” in the Agreement.

1. **DEFINITIONS.**

The following terms will have the meanings ascribed to them herein:

- a. “Paycom” means the third-party human capital management software provider that Client has contracted with to provide payroll processing and other human resource services.
- b. All other defined terms used in this Schedule shall have the definitions stated in the Agreement.

2. **PAYROLL PROCESSING AND RETIREMENT REPORTING**

a. Payroll Processing

(i) Paycom. The following provisions shall apply for the term of this Agreement:

- (1) Client shall maintain within the Paycom software, in a manner consistent with the information given to ExED, (i) employee information related to payroll processing and (ii) non-tax payment information, such as voluntary deductions and garnishments.
- (2) ExED to notify Client if Client does not have sufficient funds to cover its payroll amounts, taxes, processing charges and fees in Client’s designated Demand Deposit Account, on or before 1:30 p.m., Central Time, based on one of the following schedules: Three (3) banking days prior to each check date, unless the check date is on a Saturday, Sunday, or bank holiday, in which case four (4) banking days prior to check date.
- (3) ExED to assist Client in instructing the Bank holding the Client’s Demand Deposit Account to honor the charges as initiated from time to time by Paycom.

(ii) Regular Payroll Schedules:

- (1) ExED will provide the Client a payroll schedule for the calendar year which includes accrual period and deadlines for ExED to receive from the Client the following information: new hire

documentation, personnel change forms and payroll time data for each respective pay period. The Client is responsible to submit all information by the deadlines established per Client's payroll schedule. If a client does not submit payroll information by the deadline or submits incomplete information and has to submit additional information after the payroll deadline, the Client will be charged a late fee of \$125.00 per payroll period.

(2) ExED will process two regular payrolls per month with check dates of the 15th and the end of the month.

(iii) File and deposit Client's State Unemployment taxes and quarterly returns associated with payrolls processed through Paycom.

(iv) If Client is closed for school break and cannot receive payroll package, Client can approve payroll package to be mailed to ExED. ExED will deliver the payroll package to Client at the next scheduled school meeting. At Client's direction and Client's expense, ExED can mail out each individual employee's paystub.

(v) Since payroll processing requires ExED and Client to collaborate closely, ExED and Client will develop a division of responsibility matrix to define the payroll responsibilities of ExED and Client and the expectations regarding timelines and information sharing.

b. Retirement Reporting

(i) STRS/PERS - ExED will timely submit monthly the required information to the local county office of education or the designated 3rd party administrator. The retirement division at the county office of education will then forward the information to CalSTRS/CalPERS. Reports submitted will be based on employee and payroll data provided by the Client unless Client does not provide required data. If Client does not provide the required employee and payroll data, ExED will use its knowledge of the respective retirement program to report the necessary information but cannot guarantee it will comply with all retirement program requirements. ExED will coordinate remittance of STRS/PERS contributions with the county office of education accounting department via check, ACH or debit from Client's apportionment account.

(ii) Other retirement plans (e.g., 403B, 401K, 457, etc.) – ExED will process appropriate deductions for employees upon receipt of appropriate paperwork from the Client. ExED will submit payment to the applicable retirement company based on Client payroll schedule.

c. Prior Term Services. Client may request ExED to provide services pertaining to a period prior to the Term of the Additional Services ("Retroactive Services"). If ExED agrees to provide Retroactive Services, the services will be described in a separate schedule to be added to the Agreement and signed by authorized representatives of both parties. Charges, fees, responsibilities and obligations with respect to the

Retroactive Services will be adjusted as described in that Schedule. For purpose of the Agreement, Retroactive Services shall be deemed to be Additional Services.

3. PAYMENT AND TERMS

a. Fees and Charges.

- (i) Payroll Processing and Retirement Reporting services
 - (1) Rate. Client will pay ExED a monthly fee of \$6,000.00 (i.e., \$72,000 per annum) each month ExED renders Payroll Processing and Retirement Reporting services commencing on the Effective Date and reimburse ExED for its actual, reasonable out-of-pocket expenses incurred in providing the services. These out-of-pocket expenses will not exceed \$150 per month without prior, written authorization from the Client.
 - (2) Invoicing. ExED will automatically prepare a check for use in making ExED's payment on a monthly basis for execution by the person authorized by the Client to execute such checks.
 - (3) Notice of Terms Supplement. The prices and related charges for the Payroll Processing and Retirement Reporting services are subject to change each year, beginning June 30th of the year of the Effective Date Year, in accordance with the delivery by ExED of a Notice of Terms Supplement, as described in Section 3(h) of the Agreement.

4. EXCLUSIONS & ADDITIONS.

a. The following services, responsibilities and activities are hereby expressly excluded from the Additional Services:

- (i) Managing or designing Human Resources processes to ensure Client compliance as the employer of record.
- (ii) Managing or confirming the accuracy of vacation and sick accrual balances.

b. The following services, responsibilities and activities are available as part of the Additional Services, as requested by the Client in writing, for the additional charges and fees described below:

- (i) Supplemental Payroll Schedules: For all supplemental payroll schedules requested by the Client, ExED will charge Client at the following rates (note: Client may incur charges from Paycom in addition to ExED charges outlined below):
 - (1) Late Submission/Unexpected Payroll Schedules: The Client will be charged a fee of thirty dollars (\$30.00) per check. Such supplemental checks include, but are not limited to:

- a. Late Submission of Payroll Data: If the Client submits late payroll information and specifically requests checks be processed as a supplemental run.
- b. Supplemental Checks Regarding Terminating Employees:
 - i. Involuntary Termination by the Client: California law generally requires an employee who is being terminated to receive a check upon exit from the Client. If the Client anticipates an employee termination, the Client is expected to communicate with ExED's payroll contact as soon as it becomes aware of the termination and work together to get the check to the Client as expeditiously as possible.
 - ii. Voluntary Termination by Employee: California law generally requires an employee to be paid within 72 hours of terminating. The Client is expected to provide payroll information to ExED's payroll contact immediately upon notification of a terminating employee.
- c. Supplemental Checks Regarding Employees Going on Family/Maternity Leave or Family Medical Leave: The Client is expected to communicate with ExED's payroll contact as soon as it becomes aware that an employee is going on family/maternity leave or leave that falls under the Family and Medical Leave Act.

(2) Scheduled Bonus/Stipend Supplemental Runs: When a bonus/stipend payroll is agreed upon in advance and ExED is given sufficient lead time to prepare, the Client will not be charged. If the Client requires a quick turnaround (less than 72 hours), ExED will charge the Client thirty dollars (\$30.00) per check.

(3) Unscheduled/Emergency Supplemental Runs: When a special check is requested without advance notice and preparation time, the Client will be charged thirty dollars (\$30.00) per check.

(ii) ExED will charge \$125/hour for making corrections to previously reported STRS data that are the result of a STRS audit or other errors Client has requested be corrected.

5. THE CLIENT'S OBLIGATIONS.

- a. Payroll. Client will provide all necessary and proper data to ExED for payroll processing and retirement reporting, if applicable.
 - (i) All original documents as it relates to personnel files or payroll logs will be maintained at the Client Site.

- (ii) If necessary, Client will use, and purchase if necessary to use, commercially reasonable time clocks for timekeeping purposes.
- (iii) The following provisions shall apply for the term of this Agreement:
 - (1) Client will sign, or has signed, the Paycom Payroll Service Agreement and Paycom will deposit and file Client's Federal, State Withholding and State Disability taxes and tax returns, quarterly and annual, associated with payrolls processed through Paycom. Paycom will file Client's annual forms W-2/W-3.
 - (2) Client will be responsible for all fees and charges assessed by Paycom.
 - (3) Client will submit all necessary payroll and time and attendance data within the Paycom software.
 - (4) Client will be responsible for maintaining employee information, not related to payroll processing, within the Paycom software.
 - (5) Client will be responsible for working with Paycom to setup and track any payroll accruals (e.g., vacation, sick, etc.)
- (iv) Client will approve all final check calculations. ExED will follow the California Labor Code when calculating an employee's final check unless directed by the Client to follow the calculation method commonly used by school districts.
- (v) Client is responsible for complying with the retirement enrollment and reporting rules for the retirement program(s) in which the Client participates (e.g., CalSTRS, CalPERS) and is responsible for communicating to ExED the following information (it being acknowledged and understood that Client's failure to timely provide the following information completely and accurately to ExED may impact ExED's ability to timely and accurately perform retirement program reporting, classification and other retirement program-related Services hereunder):
 - (1) A determination of which retirement system a job should be reported to, based on job description and applicable education code(s)
 - (2) Staff job classification and applicable retirement system, per the rules of the respective retirement program(s) as applied to Charter Schools
 - (3) Staff eligibility of enrollment into an applicable retirement system, per the rules of the respective retirement program(s) as applied to Charter Schools
 - (4) Details of time worked, pay rates and wages earned, as necessary for retirement reporting per the rules of the respective retirement program(s)

- (vi) Client is responsible for providing ExED with accurate health and welfare deductions for each Client employee.

6. OTHER PROVISIONS

- a. ExED is not responsible for any other activities, including without limitation the Exclusions, unless mutually agreed to in writing.
- b. All other terms, conditions, obligations, rights and provisions of the Agreement, including but not limited to Section 8 and Section 10, shall apply to all Additional Services identified in this Schedule.

7. TERM AND TERMINATION EXPIRATION.

- a. This Schedule to provide Additional Services shall continue in full force and effect from the Effective Date, through the duration of the Term of the Agreement unless earlier terminated in accordance with the provisions of this Section 7. The first payroll ExED will process is the payroll with a January 15th, 2022 check date.
- b. Termination for Uncured Breach. If either party to this Schedule materially defaults in the performance of any of the terms of this Schedule, the non-defaulting party may terminate this Schedule by providing written notice of termination to the defaulting party of the nature of the default or material breach of this Schedule, and the termination shall be effective thirty days from receipt of notice unless the defaulting party cures such default within said thirty-day period.
- c. Termination for Convenience. Either party may terminate this Schedule upon 30 days written notice to the other party, without cause. During the notice period, the parties shall cooperate to wind up and complete the pending Service work hereunder for the current month, and payment for Services hereunder shall be made through the end of the month in which termination occurs. After a termination of this Agreement for convenience, the Client may request ExED to provide services pertaining to the term of this Schedule or Retroactive Services. If ExED agrees to provide services, the services and fees will be described in a separate agreement.
- d. Immediate Termination for Cause. ExED may immediately terminate this Schedule in the event it determines that (i) it cannot provide the Services in a timely or professional manner due to the actions or inaction of Client with respect to data management or operations, or (ii) Client has engaged or been accused of engaging in material misconduct inconsistent with ExED's mission or nonprofit purpose; in such event, ExED will cooperate with Client to transition its duties to Client personnel or another vendor and ExED shall be entitled to payment of its fees and reimbursable expenses for each month ExED is involved with such transition of duties.
- e. Non-Renewal. In the event Client duly exercises its right to deliver a Notice of Non-Renewal, with respect to the Agreement, this Schedule shall also terminate, and the provisions of Section 9(f) of the Agreement shall control. In the event Client wishes to terminate solely this Schedule, Client may exercise its right to terminate for convenience, under Section 6(c) above. Client shall not have the right to terminate solely this Schedule (and not the Agreement as a whole) through delivery of a Notice of Non-Renewal.

- f. Other Rights. Subject to the terms of Section 8(c) of the Agreement, (i) the rights of the parties to terminate this Schedule are not exclusive of any other rights and remedies available at law or in equity, and such rights are cumulative, and (ii) the exercise of any right or remedy under this Section 7 does not preclude the exercise of any other right or remedy.

- g. Proration of Service Fees Upon Termination. If this Agreement is terminated early, as provided for above in Section 7(a)-7(e), in addition to any fees and other amounts due and owing to ExED as may be set forth in each such Section, the Additional Services fees and expense reimbursements shall be prorated to the date of such termination, and ExED shall have the right to payment for all Services rendered and reimbursable expenses incurred up to the date of termination of this Schedule.

- h. Agreement Termination. This Schedule shall automatically terminate upon the termination of the Agreement, unless the parties separately enter into an agreement solely for the provision of ExED's Payroll Processing and Retirement Reporting Services to Client.

IN WITNESS WHEREOF, the parties hereto execute this Agreement in counterparts as of the Effective Date through duly authorized representatives.

CLIENT:

By: _____ Dated: _____,

Name: Vincent Shih

Title: CFO

ExED:

By: _____ Dated: _____,

Name: Tait Anderson

Title: Executive Vice President