AMENDMENT TO CLIENT SERVICE AGREEMENT

THIS THIRD AMENDMENT TO THE CLIENT SERVICE AGREEMENT (the "Amendment") is made and entered into this <u>24th</u> day of <u>June</u> by and between Charter HR Educational Services, LLC, a Michigan limited liability company (hereinafter "CHRES") and Old Mission Peninsula School (hereinafter "OMPS" or "School").

RECITALS:

WHEREAS, OMPS and CHRES entered into a certain the Client Services Agreement effective July 1, 2020 (the "Agreement");

WHEREAS, OMPS and CHRES wish to amend the Agreement effective as of the date this Agreement is entered into above;

NOW, THEREFORE, OMPS and CHRES agree to amend the Agreement as follows:

1. Section 4, Term of Agreement, shall be replaced in its entirety and shall read as follows:

Term of Agreement. This Agreement shall commence on July 1, 2025, and continue for a period of twelve (12) months, through June 30, 2026. If OMPS and/or CHRES becomes obligated for MPSERS or an unexpected fee or tax is instituted, (e.g. State service tax fee) either party may terminate this Agreement at any time upon providing ninety (90) days' notice to the other party. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The parties acknowledge that as part of any Charter Contract reauthorization, the Authorizer may require OMPS and CHRES to submit a new or amended Agreement for review by the Authorizer. OMPS must give CHRES ninety (90) day notice of termination.

2. Section 5.a), Service Fee, shall be replaced in its entirety and shall read as follows:

Service Fee. A Service Fee shall be charged to OMPS equal to the total gross pay of all Covered CHRES employees assigned to OMPS multiplied times .03 (the Service Fee rate). The Service Fee is calculated without regard to individual limitations on wages for purposes of determining the amount of unemployment taxes. The Service Fee shall be billed once per pay period and due upon receipt with said billing including an itemized, detailed breakdown of all costs, fees and expense (i.e. salary and payroll; FUTA; SUTA; Workers Compensation; FICA, a breakdown of fringe benefits, by benefit; etc. The Service Fee shall be adjusted upon the effective date of any increase or decrease in

employee wage rates. The Service Fee may also be adjusted through an addendum to this Agreement if the parties agree, in writing, to modify the services provided by CHRES.

3. Except as modified herein by this Amendment, the Agreement remains in full force and effect.

Old Mission Peninsula School

Charter HR Educational Services, LLC

By: Kellie Barcheski

By: Shaina LaFond

Shaina LaFond

Its: President Its: President