

## MASTER SERVICES AGREEMENT

This Agreement between **EdTec Inc.** ("EdTec"), and **CLV Strong Start Academy Elementary Schools, Inc.** ("Client"), is entered into as of April 11, 2022. Client desires that EdTec perform, and EdTec agrees to perform, consulting services for Client, and accordingly, the parties agree to the following terms and conditions:

- 1. Engagement.** Client hereby engages EdTec to render the services (the "Services") set forth on each Statement of Work executed by the parties hereunder (each, a "Statement of Work"). The Services and each Statement of Work are governed by this Agreement. Client understands that a portion of the Services may require the acquisition or licensing of third-party software, hardware, content, graphics, or other materials ("Third-Party Materials"); that EdTec is not obligated to resell or sublicense such Third-Party Materials to Client; and that Client is responsible for obtaining all such materials, if any, directly from the third party.
- 2. Client Responsibilities; Acceptance.** Client will provide suitable equipment, information, and site and system access and facilities (including but not limited to telecommunications services, office services, and supplies). Client will also satisfy any assumptions and perform any Client obligations identified in a Statement of Work. Client shall make available to EdTec, in a timely manner, all data, files, documentation, or other information necessary or appropriate for the performance of the Services. Client will be responsible for, and EdTec shall be entitled to rely upon, the content, accuracy, completeness, and consistency of all such data, materials, and information. Client understands and acknowledges that there is a risk that information sent by electronic means may be viewed or received by unauthorized persons, and agrees that by sending or receiving information by electronic means, Client shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Tasks that are not specifically assigned to EdTec in any Statement of Work are Client's sole responsibility and are subject to Client's supervision, management, and control. Client understands that EdTec's performance is dependent on Client's timely and effective performance of Client's responsibilities and timely decisions and approvals by Client. All Services and Deliverables provided to Client shall be deemed accepted if, within thirty (30) days after delivery,
- Client has not provided to EdTec written notice identifying specifically the basis for disapproval. EdTec shall be entitled to rely on all decisions and approvals of Client in connection with the Services and Deliverables.
- 3. Price and Payment.** Except as otherwise set forth in a Statement of Work, Client will (a) pay EdTec for Services at the rates set forth in a Statement of Work and (b) reimburse EdTec for all out-of-pocket costs incurred by EdTec in connection with the Services ("Expenses"). Any services provided, or costs incurred, by EdTec to fulfill otherwise unmet assumptions or Client obligations hereunder, or at the request of Client but outside the scope of a Statement of Work, will be deemed Services or Expenses, as applicable, and are subject to the preceding sentence. Except as otherwise set forth in a Statement of Work, EdTec will invoice for fees and Expenses on a monthly basis, and Client will pay such invoices within 30 days. Client will pay or reimburse EdTec for any taxes assessed upon the Services, except for taxes based on EdTec's net income. If Client fails to pay any invoiced amount within thirty (30) days from date of invoice, the unpaid amount shall accrue interest at a rate of the lesser of one and one-half (1.5%) percent per month or the highest rate allowed by law, and EdTec further reserves the right to suspend the provision of Services under any and all Statements of Work in the event an invoice is thirty days past due.
- 4. Ownership.** Upon EdTec's receipt of Client's final payment therefor, Client shall have a perpetual, nontransferable, non-sublicensable, non-exclusive, paid-up right and license to use, copy, modify, and prepare derivative works of any deliverables originally developed in the course of the Services, whether individually by EdTec or jointly with Client ("Deliverables"). Client's rights in the Deliverables shall be solely for Client's internal business purposes, and not for use in connection with the provision of products or services to any third party. To the extent any Deliverable contains any Underlying EdTec Intellectual Property (as defined below), EdTec grants to Client, subject to the terms and conditions of this Agreement, a non-exclusive, royalty-free, non-transferable, non-sublicensable license, for its internal business purposes only, to use the Underlying EdTec Intellectual Property

solely in its use of the Deliverables as contemplated by this Agreement. "Underlying EdTec Intellectual Property" shall mean EdTec's proprietary intellectual property, such as technology, methodologies, processes and know-how, and including without limitation EdTec's templates, software and other tools, formulae, hardware designs, frameworks, algorithms, software code (in source and object forms), user interface designs, architecture, class libraries, objects, and documentation (both printed and electronic), and any related intellectual property rights throughout the world existing as of the Effective Date, and also including any derivatives, improvements, enhancements, or extensions of Underlying EdTec Intellectual Property conceived, reduced to practice, or developed during the term of this Agreement. EdTec shall own all right, title, and interest in and to the Deliverables and the Underlying EdTec Intellectual Property. All intellectual property rights in the Deliverables and the Underlying EdTec Intellectual Property shall remain in and/or are assigned to EdTec by Client, and Client shall have or obtain all necessary authority to make such assignment. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section. Nothing contained herein will be construed as limiting EdTec's rights to use or market any of its intellectual property, including but not limited to methodologies, know-how, workplans, software, and functional and technical architecture, as well as pre-existing materials and related documentation, without obligation of any kind to Client. Any EdTec software delivered to Client by EdTec that was not developed by EdTec under this Agreement will be subject to a separate license agreement with respect to such software, and until such agreement is executed, Client will have a revocable, non-transferable license for its internal business use only to any such software. To the extent this Agreement contemplates EdTec's use of, or combination with, other intellectual property or data, or other interaction of or with any intellectual property (including software) or data supplied by Client, Client warrants that it has the right to so supply such intellectual property or data for such use, combination, or interaction, and Client will indemnify and defend EdTec against any claims to the contrary. Notwithstanding the foregoing, the rights granted by EdTec hereunder do not include any Third-Party Materials, which shall be subject to

the terms and conditions of the applicable license or other agreement between Client and such third party.

## 5. Warranties and Remedies.

**A. Industry Standards.** EdTec warrants that all Services will be performed in accordance with applicable industry standards. If any element of the Services does not conform to the foregoing warranty in any material respect, and Client provides EdTec with written notice describing the material non-conformity within the claims period identified in Section 5.D, EdTec will reperform such element in a manner that does conform, except that if such reperformance is impracticable, in EdTec's sole discretion, EdTec will refund the fees allocable to such nonconforming element. The foregoing remedy represents Client's sole remedy, and EdTec's sole liability in the event of a non-conformity with the warranty provided in this Section 5.A.

**B. Infringement.** EdTec warrants that its provision of Services hereunder will not infringe any United States patent, or any copyright or trade secret, which is protected under United States law on the date hereof. This warranty does not apply to infringement arising out of Client's use of the Services in combination with any software not furnished by EdTec, Client's use of the Services in a manner for which they were not designed, or modifications to the Services by Client or a third party. If the use of any element of the Services is enjoined as a result of any claim arising out of a breach of this warranty, EdTec will, at its option and expense (i) procure for Client the right to continue to use such element, (ii) replace such element with a comparable element which is noninfringing, (iii) modify such element so it becomes noninfringing, or (iv) refund to Client the fees paid hereunder allocable to such element. Any such modified or replacement element will conform to EdTec's warranties contained herein. EdTec will indemnify Client from and defend Client against any third party claim of patent or copyright infringement that arises solely out of breach of the foregoing warranty, by paying the costs of defending, and damages awarded in respect of, such claim, but only if Client promptly advises EdTec of such claim in writing, tenders the defense thereof to EdTec,

cooperates with EdTec in the conduct of such defense, and uses reasonable efforts to mitigate its damages.

**C. Exclusivity.** The warranties set forth in this Section 5 are exclusive. NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED (INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY), WILL APPLY. Without limiting the generality of the foregoing, EdTec will have no responsibility for the adequacy or performance of (i) any software not created by EdTec pursuant to this Agreement, (ii) any hardware, or (iii) any services provided by any third party. The express remedies set forth in this Section 5 will constitute Client's exclusive remedies for any claim that Services do not conform to any warranty or are otherwise defective.

**D. Claims Period.** No claim for breach of the warranty in Section 5 A. with respect to any part of the Services may be made more than 45 days after such part was performed unless such claim was not reasonably discoverable within such 45 day period, in which case a claim may be made at any time prior to 30 days after discovery of such claim, or 120 days after such part was performed, whichever is earlier. Any such claim will include a reasonably detailed statement of the basis therefor.

## 6. Liability and Consequential Damages.

**A.** EdTec's aggregate liability on all claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, for all losses or damages arising out of or relating to a Statement of Work will in no case exceed an amount equal to three times the average monthly fee actually paid EdTec pursuant to that Statement of Work. Any costs incurred, and services (at the rates in such Statement of Work) provided, by EdTec in connection with any attempt to provide an express remedy or indemnity provided for in this Agreement or such Statement of Work will be deemed amounts paid by EdTec for purposes of its aggregate liability.

**B.** In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, will EdTec, its Affiliates (as defined below), or subcontractors, or any of their respective directors, officers, employees or agents, be liable for (i) special, incidental, exemplary, punitive, consequential, or indirect damages, including without limitation lost sales, profits, or revenue, or claims of customers, suppliers or funders of Client for such damages, (ii) any losses or damages connected with, or resulting from any data, software, hardware, or services provided by Client or any third party, or (iii) any statement or representation made by a EdTec employee regarding a third party vendor. The foregoing limitations and disclaimers will apply irrespective of whether the possibility of such damages has been disclosed to EdTec in advance or could have reasonably been foreseen by EdTec. For purposes of this Agreement, the term "Affiliate" includes any person or entity which, directly or indirectly, (i) is owned or controlled by the party in question, (ii) owns or controls such party, or (iii) is owned or controlled by any person or entity described in clause (ii) of this sentence.

**C. Allocation of Risk.** The allocations of liability in this Section 6 represent the agreed and bargained-for understanding of the parties and EdTec's compensation for the Services and Deliverables reflects such allocations. The parties agree further that they will look only to the assets of the other party in connection with any liabilities hereunder and in no event shall they have any claim against any director, officer, stockholder, or employee of the other party in connection with this Agreement.

**7. Force Majeure.** EdTec will not be liable for any delay in performance or inability to perform due to force majeure, including without limitation any acts of God, acts or omissions of Client, major equipment failures, fluctuations or nonavailability of electrical power or telecommunications equipment, or any other act, omission, or occurrence beyond EdTec's reasonable control. If EdTec's performance is delayed by force majeure, the time for performance will be extended.

**8. Injury and Property Damage.** Except to the extent the indemnified party is compensated by insurance,

EdTec and Client (a) will indemnify each other from any liability for bodily injury (including death) or tangible property damage caused by the indemnifying party's acts or omissions and (b) will, at the indemnifying party's expense, defend any suits or other proceedings asserting such liability brought by third parties against the indemnified party and will pay all expenses and satisfy all judgments which may be incurred or rendered against the indemnified party, but only if the tangible property damage, personal injury, or death does not result from the sole negligence of the indemnified party.

**9. Use of Client Name.** EdTec may identify Client as a client in EdTec's marketing materials with prior consent of Client after one year of service delivery.

**10. Non-Solicitation.** During the period beginning with the date hereof and ending twelve (12) months after all Services have been performed, neither Client nor its Affiliates will solicit for employment or services any employee or contractor of EdTec who or which was directly involved in the provision of Services to Client hereunder. If, during this same period, Client employs or engages an EdTec employee or contractor, with or without solicitation, then Client will pay EdTec a fee equal to four months compensation for such individual (based on full-time employment or services).

**11. Termination.**

**A. Without Cause.** Either party may at any time and without cause terminate this Agreement by giving sixty (60) days' written notice of termination to the other party. Termination of this Agreement shall not affect any Statements of Work then in effect. Upon such termination, Client shall pay EdTec for all Services rendered and Expenses incurred by EdTec prior to the effective date of termination under completed Statements of Work, and shall continue to perform its obligations under this Agreement, including without limitation its payment obligations under Section 3, for any Statements of Work then in effect until completion of such Statements of Work in accordance with their respective terms.

**B. For Cause.** Either party may, upon giving thirty (30) days' written notice identifying specifically the basis for such notice, terminate the

applicable Statement of Work (and not any other Statement of Work) for breach of a material term or condition of the applicable Statement of Work, unless the party receiving the notice cures such breach within the thirty (30) day period. Upon such termination, Client shall pay EdTec for all Services rendered and Expenses incurred by EdTec prior to the effective date of termination. In addition, if EdTec terminates a Statement of Work under this Section 11.B, Client shall also pay EdTec for any demobilization or other costs resulting from such early termination.

**C. For Bankruptcy.** This Agreement may be terminated by either party if the other party (a) terminates or suspends its business activities, (b) becomes insolvent, admits in writing its inability to pay its debts as they become due, makes an assignment for the benefit of creditors or becomes subject to direct control of a trustee, receiver or similar authority, or (c) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes, which is not dismissed within sixty (60) days after commencement of such proceeding.

**D. Effects of Termination.** In the event of a termination pursuant to Section 11.A or Section 11.B, other than a termination by EdTec pursuant to Section 11.B due to Client's failure to pay amounts properly due and owing pursuant to this Agreement, EdTec will continue to provide Services until the effective date of any such termination and will cooperate reasonably with Client to provide for an orderly transition of the Services to Client at the time of any such termination. EdTec will render a final billing to Client after the effective date of any such termination, and Client will pay the same in accordance with Section 3. The provisions of this Agreement will survive any such termination in accordance with their terms.

**12. Dispute Resolution.**

**A. [Intentionally Omitted]**

**B. [Intentionally Omitted]**

**C. Waiver of Jury Trial.** EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING



ARISING OUT OF THIS AGREEMENT, OR  
ANY OTHER AGREEMENT OR  
TRANSACTION BETWEEN THE PARTIES.

- D. Injunctive Relief.** Notwithstanding anything to the contrary in this Section 12, either party hereto may bring a claim for injunctive relief against the other party in the event of a dispute between them.

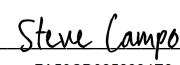

**13. Miscellaneous.**

- A.** This Agreement will be governed in all respects by the laws of Nevada, without regard to any conflicts of law principle, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law.
- B.** This Agreement contains the complete agreement between the parties. All previous and collateral agreements, representations, warranties, promises, and conditions relating to the subject matter of this Agreement are superseded by this Agreement and, if not explicitly incorporated in this Agreement, will not be binding on either party. This Agreement may only be amended by a writing signed by both parties. Each Statement of Work issued hereunder will be deemed to be part of this Agreement. The invalidity, in whole or part, of any provision of this Agreement will not affect the remainder of that provision or this Agreement.
- C.** Waiver by a party of any default by the other will not be deemed a waiver of any other default irrespective of whether such default is similar.
- D.** All notices, claims, and approvals given under this Agreement must be in writing and delivered in person, by first class or express mail or facsimile addressed as set forth below or such other address that a party gives by notice. Notice given in accordance with this subsection will be deemed given when received.
- E.** This Agreement may not be assigned by Client without the prior approval of EdTec. EdTec's rights and obligations hereunder are freely assignable and delegable.

- F.** Nothing in this Agreement confers upon any person, other than the parties hereto or their respective permitted assigns and successors, any rights or remedies under this Agreement.
- G.** Each party to this Agreement is an independent contractor. No provision of this Agreement or act of the parties hereunder pursuant to this Agreement will be construed to express or imply a joint venture, partnership, or relationship other than vendor and purchaser of the Services. No employee or representative of either party will at any time be deemed to be under the control or authority of the other party, or under the joint control of both parties. Each party is liable for all workers' compensation premiums and liability, federal, state, and local withholding taxes or charges with respect to its respective employees and will indemnify the other from any claims brought against the other in respect thereto.

**SIGNATURES**

The parties have duly executed this Agreement as of the date first above written.

<p><b>EDTEC INC.</b></p> <p>DocuSigned by:    <small>7A50CD0252334E8...</small></p> <p>By: _____</p> <p>Name: Steve Campo</p> <p>Title: President &amp; CEO</p> <p>Date: 4/12/2022</p> <p>1410A 62<sup>nd</sup> Street  Emeryville, CA 94608</p> <p>Fax: 510.663.3503</p>	<p><b>CLV STRONG START ACADEMY ELEMENTARY SCHOOLS, INC.</b></p> <p>DocuSigned by:    <small>52515B5827784FF...</small></p> <p>Signature: _____</p> <p>Name: Lorna M. James-Cervantes</p> <p>Title: Board President, Strong Start Academy ES</p> <p>Date: 4/12/2022</p> <p>Address: 495 S. Main St. 5th Floor</p> <p>Las Vegas, NV 89121</p> <p>Email: jamescervanteslorna@gmail.com</p> <p>Phone: 702-266-7240</p> <p>Fax: _____</p>
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## STATEMENT OF WORK #1

by and between

EdTec Inc. and CLV Strong Start Academy Elementary Schools, Inc.

<b>Reference:</b>	Master Services Agreement dated April 11, 2022, by and between EdTec Inc. ("EdTec") and CLV Strong Start Academy Elementary Schools, Inc. ("Client").
<b>Term:</b>	July 1, 2022 through June 30, 2024 (the "Initial Term"). This Statement of Work shall automatically renew for consecutive additional one (1) year terms unless either party provides written notice of non-renewal to the other at least one hundred twenty (120) days prior to the expiration of the then-current term (each, a "Renewal Term"). The Initial Term and any Renewal Term(s) are referred to as the Term.
<b>Scope of Services:</b>	<p>The philosophy of our Back-Office Services is that we provide outsourced solutions so your school can focus on its educational mission. Moreover, you receive the benefit of our extensive business operations experience with Charter Schools.</p> <p><b>1. FINANCE and ACCOUNTING</b></p> <p><b>Budgeting:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Annual and multi-year budgets including cash flows</b> – EdTec works with the school leader to create annual and multi-year budgets. EdTec strives to ensure that the annual budgets are strategic documents that capture the operations and direction of the school.</li> <li>▪ <b>Budget revisions (as needed, on demand)</b> – EdTec revises budgets as needed to reflect changing circumstances at the school or in State funding.</li> <li>▪ <b>Updated monthly budget forecasts</b> – EdTec tracks budget to actuals and updates the budget forecast on a monthly basis (if forecasts move materially off budget, we recommend a budget revision).</li> </ul> <p><b>Financial Statements:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Monthly year-to-date financial statements</b> – EdTec prepares YTD financials compared to budget in time for the regularly scheduled board or committee meeting. EdTec makes the financials and presentation electronically available as part of the board package ahead of the meeting. For schools with board or committee meetings on or before the 15th of the month, EdTec will furnish the financials and presentation in time for (but not in advance of) the meeting. For schools with board or committee meetings on or before the 10th of the month, EdTec will furnish the financials and presentation (for the month prior to the previous month) ahead of the meeting.</li> <li>▪ <b>Monthly cash flow projections</b> – EdTec monitors the school's cash position and tries to anticipate any cash shortfalls in future months so the school can adjust spending accordingly or attempt to secure cash flow loans.</li> <li>▪ <b>Financial statement analysis (monthly)</b> – In addition to financial statements, EdTec provides a succinct PowerPoint summary and analysis of the financial statements so Board and staff can quickly focus on the salient financial issues facing the school.</li> <li>▪ <b>Customized financial analysis</b> – EdTec performs reasonable financial analysis that the staff or board requests, e.g., providing a comparative analysis of the school's budget relative to industry norms, scenario</li> </ul>

	<p>modeling (within reason), or fulfilling a request from the authorizing entity. EdTec will also provide customized reports (within reason) for grant proposals.</p> <ul style="list-style-type: none"> <li>▪ <b>Support in resolving financial issues</b> – EdTec helps the school leader find solutions to financial issues by recommending budget changes and/or identifying sources of potential funding.</li> </ul> <p><b>Accounting:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Setup of school’s chart of accounts and general ledger</b> – EdTec sets up and maintains the school’s chart of accounts, based on EdTec’s standard structure which is designed to be compliant with state reporting requirements.</li> <li>▪ <b>Customized account codes</b> – EdTec maintains limited customized account codes for unique features of the school program. These must be established at the beginning of the fiscal year to avoid re-coding of historic transactions.</li> <li>▪ <b>Fund accounting</b> – EdTec can track revenue and expenditures by fund, e.g., implementation grant funds and expenses or Title I expenditures.</li> <li>▪ <b>Training</b> – EdTec trains appropriate personnel on accounting procedures and practices designed to ensure accurate record keeping.</li> <li>▪ <b>Transaction recording</b> – EdTec records in detail all transactions in a computerized accounting system.</li> <li>▪ <b>Journal entries and account maintenance</b> – EdTec prepares and records journal entries and maintains the general ledger according to accepted accounting standards.</li> <li>▪ <b>Bank reconciliation</b> – EdTec reconciles primary bank and investment accounts to general ledger monthly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as required.</li> <li>▪ <b>Account for capital outlay expenses</b> – EdTec records capitalized assets as provided by the school. On an annual basis, EdTec records related depreciation and amortization in the general ledger and reconciles expenditures to fixed asset listing.</li> <li>▪ <b>Generate financial reports as requested</b> – EdTec can generate the following reports upon request: detailed account activity; bank register activity; summary of budget; expenditures by account; cash balances; payroll register (for periods when payroll is processed by EdTec); revenues; general ledger account balances.</li> </ul> <p><b>Accounts Payable &amp; Receivable:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Revenue verification</b> – EdTec verifies that the school is receiving the correct amount of funds from State and Federal sources.</li> <li>▪ <b>Revenue collection</b> – If the funds from the State or the authorizing entity are not correct, EdTec tracks down the appropriate officials and alerts them of the problem. EdTec will use reasonable efforts to negotiate on behalf of the school in disputes with funding agencies over improperly calculated payments.</li> <li>▪ <b>Accounts payable</b> – EdTec processes all invoices and, pending approval from the school leader or surrogate, pays the bills and codes them, based on school input, in the financial software, typically on a two-week schedule with limited rush payments as needed. EdTec checks to make sure there are no double payments or double billings on multiple invoices. EdTec troubleshoots payment issues with vendors. EdTec also verifies that funds are available to pay the bill.</li> </ul>
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	<ul style="list-style-type: none"> <li>▪ <b>Form 1099 processing</b> – EdTec prepares and sends 1099 Forms to vendors and government, provided that this SOW remains in effect at the end of the applicable calendar year and subject to the timely receipt of accurate and complete information and data from Client, in accordance with EdTec policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of services under this SOW.</li> </ul> <p><b>Purchasing:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Vendor selection</b> – EdTec provides guidance on vendors based on its experience with vendors around the country.</li> <li>▪ <b>Purchasing assistance on big-ticket items</b> – EdTec can assist the school in its purchase or leasing of big-ticket items such as portables.</li> </ul> <p><b>Government Financial Reporting:</b>    Subject to timely receipt of information and/or materials from Client, EdTec provides the following:</p> <ul style="list-style-type: none"> <li>▪ <b>Preliminary and final budget reports</b> – EdTec prepares and files the preliminary budget report based on the board adopted budget and a final budget as required.</li> <li>▪ <b>Quarterly financial reports</b> – EdTec prepares and files the quarterly financial reports to the authorizing entity.</li> <li>▪ <b>Audited financial reports</b> – Subject to timely receipt of information and/or materials from the auditor, EdTec prepares and files the unaudited financial report. EdTec supports the Client and the auditor in the preparation (by the auditor) of the final audited report.</li> </ul> <p><b>Audit:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Audit support</b> – EdTec prepares financial documents for the auditors and works side-by-side with the auditors to help ensure a smooth and timely audit process. For clarification, the school is responsible to pay auditor fees. The school shall also provide all non-financial records required by the audit – e.g., attendance records, employee records, teacher certifications.</li> <li>▪ <b>Audit compliance training</b> – EdTec helps the school leader and audit staff develop financial policies designed to meet requirements and help protect the school from financial mismanagement.</li> <li>▪ <b>Single Audit Act of 1984</b> – EdTec provides support in school compliance with accounting related audit requirements, including the Single Audit Act of 1984.</li> <li>▪ <b>IRS Form 990 support</b> (and the corresponding State form, if applicable) – EdTec supports the school and auditor in preparing Form 990 tax-exempt organization annual filing. (For clarification, fees for audit and 990 are paid by school and it is the school's and auditor's sole responsibility to ensure these forms are filed).</li> <li>▪ The school is responsible for attendance and audit of employee work.</li> </ul> <p><b>2. PAYROLL and INSURANCE</b></p> <p><b>Payroll:</b>    EdTec uses an external payroll processor to accomplish the following tasks. EdTec interfaces between the school and payroll processor and performs quality checking so that the school does not need to interact with the payroll processor. The school pays payroll processing fees.</p>
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	<ul style="list-style-type: none"> <li>▪ <b>Payroll processing</b> – EdTec calculates and processes payroll and payroll-related payments/deductions for salaried and hourly employees based on information submitted by authorized Client representatives (excluding benefit accrual tracking such as vacation and sick time). EdTec works with the payroll processor to generate checks for signature by authorized Client representatives (or through electronic signature) or facilitates Direct Deposit at the Client’s request. The fees set forth below include monthly or semi-monthly payroll processing.</li> <li>▪ <b>Payroll reporting</b> – EdTec works with the payroll processor to prepare and file all required payroll reports for submission to Federal and State agencies and submits electronic payroll, payroll tax reports and payroll tax deposits to the appropriate authorities.</li> <li>▪ <b>Payroll record maintenance</b> – EdTec keeps track of payroll information. Client is responsible for maintaining all employee files, including forms based on EdTec-provided template files.</li> <li>▪ <b>W-2 processing</b> – EdTec works with the payroll processor to prepare and send Form W-2 to the school and to file Forms W-2 and W-3 with the Social Security Administration, provided that this SOW remains in effect at the end of the applicable calendar year, and subject to the timely receipt of accurate and complete information and data from Client, in accordance with EdTec policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of Services under this SOW.</li> <li>▪ <b>IRS, SDI, WC support</b> – EdTec assists in resolving payroll tax issues before the IRS and other Federal and State reporting agencies. EdTec also assists school with any State Disability, Workers Comp, or Unemployment Insurance claims by providing supporting payroll reports.</li> <li>▪ <b>Retirement plan administration</b> – EdTec will help the school set up retirement accounts and makes appropriate deductions and payments to retirement plans based on information provided by the school. The school is ultimately responsible for retirement account setup, administration and enrollments and any fees from outside parties including late fees and interest levied by the retirement plan administrator.</li> </ul> <p><b>Insurance:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Insurance procurement</b> – EdTec provides financial information necessary for the liability insurance quote process.</li> </ul> <p><b>3. BUSINESS CONSULTING</b></p> <p>EdTec is a strategic thought partner to its Clients and provides high-value support and guidance in the following areas:</p> <ul style="list-style-type: none"> <li>▪ <b>Negotiations</b> – EdTec supports the school director and board with non-legal, business advice in negotiations related to issues such as MOUs, facilities, landlords, vendors, and others, including developing presentations and analyses to buttress the school’s position.</li> <li>▪ <b>Strategic budget development</b> – EdTec can assist the school director and board with strategic financial planning and budget scenario development.</li> <li>▪ <b>Financing support</b> – EdTec assists clients in preparing loan packages and connecting the school with non-traditional/specialized funding sources such as bonds, New Market Tax Credits, Community</li> </ul>
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	<p>Development Financial Institution (CDFI) resources, and philanthropic funds.</p> <ul style="list-style-type: none"> <li>▪ <b>Legal services optimization</b> – EdTec can help clients think through and frame issues in preparation for engaging legal counsel, thereby assisting in a more efficient use of legal services costs.</li> <li>▪ <b>Special projects</b> – EdTec performs business-related special projects within reason, such as modeling growth, compensation, and facilities scenarios, and finding food service providers and transportation options. (Note: EdTec does not assist schools with qualification as a provider of subsidized school meals.)</li> </ul> <p><b>4. BOARD MEETING SUPPORT</b></p> <ul style="list-style-type: none"> <li>▪ <b>Board meeting attendance</b> – EdTec attends regularly scheduled board and finance committee meetings in person or by teleconference (at most a total of one meeting per month and at least two meetings per three months) and presents its financial analysis presentation. EdTec can assist the board in staying in compliance with the Open Meeting Law requirements.</li> </ul> <p><b>5. FACILITIES</b></p> <ul style="list-style-type: none"> <li>▪ <b>Facility proposal development for authorizing entity</b> – EdTec provides financial modeling support to Client for the development of facility proposals.</li> <li>▪ <b>Facility acquisition/lease negotiation</b> – <i>On a separate fee basis and subject to staff availability, EdTec can assist clients with business, non-legal advice in negotiating purchase and/or lease terms. The school's attorney should review these.</i></li> </ul> <p><b>6. COMPLIANCE and ACCOUNTABILITY</b></p> <ul style="list-style-type: none"> <li>▪ Note that compliance and accountability are the responsibility of the school. EdTec will provide advice on some matters, but this information is not comprehensive. In addition, since rules, regulations and interpretations regularly change, schools should seek independent verification from their attorneys or other sources.</li> <li>▪ <b>Employee files</b> – As noted above, EdTec provides schools with templates for employee files, forms, and procedures to help ensure compliance with employment laws. (Note: the school should have an attorney review all legal issues.)</li> <li>▪ <b>ESSA compliance support</b> – EdTec will track the financial reporting and provide backup necessary for compliance.</li> <li>▪ <b>SPED compliance</b> – EdTec provides partial checklists and general information to help schools understand their responsibilities related to Special Education. EdTec assistance does not include educational program compliance and we recommend getting specialized assistance in this area to ensure complete compliance.</li> <li>▪ <b>Funding compliance</b> – EdTec makes compliance recommendations regarding funding requirements, such as CSP grant funding and other restricted funds. Note that ESSA Funding compliance is especially complex with many school obligations.</li> </ul>
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	<ul style="list-style-type: none"> <li>▪ <b>District and State regulation compliance</b> – EdTec can help the school identify areas where it may not be in compliance with district or State regulations.</li> </ul> <p><b>7. CHARTER DEVELOPMENT and GRANTS ADMINISTRATION</b></p> <ul style="list-style-type: none"> <li>▪ <b>Financial reports</b> – EdTec prepares customized financial reports for grant purposes, within reason.</li> <li>▪ <b>Fund accounting</b> – EdTec sets up fund accounting to track direct and allocated costs to grants.</li> <li>▪ <b>Charter School Grant Program (CSP) grant reporting</b> – EdTec assists the school in preparing and submitting the CSP reporting and manages the review/finalization process.</li> <li>▪ <b>State Revolving Loan</b> – EdTec prepares the financial component of the application for this loan program.</li> <li>▪ <b>Charter renewal</b> – <i>On a separate fee basis, EdTec will prepare and advocate a charter petition for school renewal.</i></li> </ul> <p><b>8. START-UP/SETUP</b></p> <ul style="list-style-type: none"> <li>▪ <b>Start-up support</b> – EdTec helps new schools get started on the right foot by providing forms, instructions, and support needed to launch the school, including:           <ul style="list-style-type: none"> <li>○ State and Federal IDs</li> <li>○ Charter number registration with the state</li> <li>○ 501(c) (3) information</li> <li>○ Payroll information (I-9, state retirement system, health, Live Scan, etc.)</li> </ul> </li> </ul>
<p><b>Excluded Services:</b></p>	<p>Other than the services outlined above, EdTec is not responsible for any other activities, unless mutually agreed to in writing. Examples of Excluded Services include, but are not limited to, outside legal costs, computer installation and support, purchasing of small items or of curriculum materials, printing and graphic arts, grant writing or fundraising, hiring and associated legal requirements (e.g., background checks, credential reviews) and recordkeeping, meetings with outside parties (e.g., the Board or District) beyond those meetings required to accomplish the included services, Special Ed administration, testing, assessment, compliance with ESSA, compliance with government grant requirements, audits, attendance accounting, and other outside professional services costs.</p>
<p><b>Compensation:</b></p>	<ul style="list-style-type: none"> <li>▪ <b>Back Office Services:</b> EdTec will provide these services at a fixed fee per school fiscal year as follows:           <ul style="list-style-type: none"> <li>○ \$60,000 for the 2022-23 school fiscal year</li> <li>○ \$65,000 for the 2023-24 school fiscal year</li> </ul> <p>These fixed fees <u>include</u> all normal postage, telephone, copying, faxing, etc., <u>except</u> for bank and payroll fees that will be passed through. The annual fees are payable monthly commencing on July 1, 2022.</p> <ul style="list-style-type: none"> <li>○ The fees above are for the scope of services contained herein solely for those school(s) for which Client holds a granted charter or that have been in operation prior to the date of this SOW.</li> <li>○ In addition to the fees as provided above, there will be an incremental fee for the following, if applicable:</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• Benefit accrual tracking such as vacation and sick time for a one-time setup fee of \$250.</li> <li>• Use by school personnel of debit cards.</li> </ul> <ul style="list-style-type: none"> <li>▪ <b>Consulting:</b> Should you desire additional services not in the above scope, we would be pleased to provide these, subject to staff availability, at the then-current discounted hourly fee schedule for back-office clients (travel time is billed at ½ of the applicable hourly rate). Typical additional services that are not in the above scope are charter petition writing and the implementation of computer systems or computerized Student Information Systems. Again, this rate includes normal phone, copying and incidental costs. Additional costs would include mileage reimbursement for travel, overnight delivery charges, and pre-approved out-of-pocket expenses.</li> <li>▪ <b>Setup Charges:</b> EdTec will absorb the expenses of setting up clients on our systems. However, if reconciliations due to incomplete or unorganized records require more than twenty hours of our staff time, we will charge for the additional reconciliation time at our discounted hourly consulting rate.</li> <li>▪ <b>Fee Increases:</b> EdTec reserves the right to increase the fees payable under this Statement of Work by up to 5% upon the conclusion of the Initial Term and each Renewal Term. EdTec will provide written notice of a fee increase at least thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable.</li> <li>▪ <b>Payment Terms:</b> All fees payable to EdTec must be received by EdTec within thirty (30) days of the date of invoice. EdTec reserves the right to suspend the provision of Services in the event an invoice is thirty days past due.</li> </ul>
<p><b>School Obligations</b></p>	<p>EdTec's services will assist with the operations of Client's back-office operations, but do not include auditing Client's provided information and operations for completeness and compliance. It is Client's responsibility to adopt and adhere to reasonable policies and procedures, and to ensure the school remains in compliance with all applicable rules and regulations and maintains sound fiscal operations. In order to fulfill the scope of services described herein, EdTec relies on Client to provide timely, accurate and complete information, and to cooperate reasonably with EdTec. Furthermore, Client must immediately inform EdTec of any material change that could affect EdTec's ability to complete its responsibilities and to assist Client in complying with all applicable laws and regulations.</p> <p>Client will comply with the attached Roles and Responsibilities document (Attachment 1).</p>
<p><b>Termination</b></p>	<p>Either party may, upon giving thirty (30) days' written notice identifying specifically the basis for such notice, terminate this Statement of Work for breach of a material term or condition of this Statement of Work, unless the party receiving the notice cures such breach within the thirty (30) day period. In addition, EdTec may terminate this Statement of Work immediately upon written notification and without liability, (a) if Client, in EdTec's reasonable judgment, violates any of the "School Obligations" above, (b) if Client does not open by September 30, 2022, or (c) upon any revocation of Client's charter. Upon any early termination under this section, Client shall pay EdTec for all services rendered by EdTec prior to the effective date of termination. In addition, if EdTec terminates this Statement of Work under this section, Client shall also pay EdTec for any demobilization or other costs resulting from such early termination.</p>



Statement of Work #1 by and between EdTec Inc. and  
CLV Strong Start Academy Elementary Schools, Inc.  
Page 8 of 10, April 11, 2022

<b>EDTEC INC.</b> By: <u>DocuSigned by: Steve Campo</u> <small>7A50CD0252334E8...</small> Name: Steve Campo Title: President & CEO Date: 4/12/2022  1410A 62nd Street Emeryville, CA 94608  Fax: 510.663.3503	<b>CLV STRONG START ACADEMY ELEMENTARY SCHOOLS, INC.</b> Signature: <u>DocuSigned by: Lorna M. James-Cervantes</u> <small>6251585827794FF</small> Name: Lorna M. James-Cervantes Title: Board President, Strong Start Academy ES Date: 4/12/2022 Address: 495 S. Main St. 5th Floor Las Vegas, NV 89121 Email: jamescervanteslorna@gmail.com Phone: 702-266-7240 Fax:
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## ATTACHMENT 1

### Roles and Responsibilities

Clarity on roles and responsibilities between EdTec and CLV Strong Start Academy Elementary Schools, Inc. ("Client") will help ensure high quality, timely business services. Table 1 below outlines the roles and responsibilities of both parties:

Table 1: Roles & Responsibilities

	<b>EdTec</b>	<b>Client</b>
<b>Payroll</b>	<ul style="list-style-type: none"> <li>▪ Accurate, complete payroll on a monthly or semi-monthly basis</li> <li>▪ Published calendar of payroll deadlines</li> <li>▪ Reminders for payroll deadlines</li> <li>▪ Final payroll information sent to client for approval prior to client's payroll approval deadline</li> <li>▪ Advice on setting up retirement plans</li> <li>▪ Primer on health insurance terminations, COBRA, and employee vs. contractor classifications</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>Timecards and changes:</b> Submission to EdTec of the timesheet summary, payroll client change summary, and other payroll changes and backup forms by the payroll calendar deadlines and using EdTec forms/processes</li> <li>▪ <b>Payroll approval:</b> Approval according to EdTec process by payroll calendar deadlines</li> <li>▪ <b>New hires:</b> Timely submission of new hires according to EdTec process by payroll calendar deadline</li> <li>▪ Enrolling (or working with a broker to enroll) staff in any retirement plans, 403b, health plans, and other insurance/retirement/contribution/deduction programs</li> <li>▪ Terminating staff from health plans, other insurance, and other applicable contribution/deduction programs.</li> </ul>
<b>Accounts Payable</b>	<ul style="list-style-type: none"> <li>▪ Timely and accurate check payments</li> <li>▪ Payment of invoices according to client's approval policies</li> <li>▪ Recordkeeping/processes adhering to generally accepted accounting standards for accuracy and security and approved by independent auditors</li> <li>▪ Payment systems linked to financial statements and analyses for informed managerial decision-making</li> <li>▪ Bank account reconciliations</li> <li>▪ Invoice/payment research</li> <li>▪ Advising clients on outstanding checks to ensure adequate cash availability</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>Submission of payment and deposit information; view-only access to bank account</b> <ul style="list-style-type: none"> <li>○ Weekly submission to EdTec of invoices, reimbursement requests, deposits, and other expenditures using EdTec forms and processes</li> <li>○ Coding all expenses and non-State funding deposits using EdTec forms and processes and codes from the most recent budget.</li> </ul> </li> <li>▪ <b>Banking:</b> Monitoring and maintaining adequate bank account balances to meet expense obligations; securing view-only access to school bank account(s) for use by EdTec.</li> </ul>

The payroll, accounts payable, and attendance deadlines / calendars referenced above shall be provided separately.

## 1. LATE FEES and PROCESSING CHARGES

### Payroll:

- **Timecards and payroll changes:** A late fee of \$100 will be imposed for each business day timesheet information for hourly staff and payroll changes are submitted late to EdTec based on the published Payroll Calendar. The latest timesheet information and changes can be accepted is one business day prior to Payroll Approval deadlines.
- **Manual checks:** EdTec will generate and distribute manual checks, as needed and without charge, for employee terminations and payroll corrections due to EdTec error. For manual checks for employee terminations, EdTec will bill the overnight delivery charges to the school if overnight delivery is requested. For all other manual check requests processed by EdTec, EdTec will charge a fee of \$50 plus overnight delivery charges (if overnight delivery is requested), and for all manual check requests processed by the payroll processor, school will pay the additional fee charged by the payroll processor plus overnight delivery charges (if overnight delivery is requested). An additional payroll cycle outside of the normal payroll processing schedule is possible with adequate advance notice and subject to EdTec staff availability at the time the request is made; an additional payroll cycle will incur an added EdTec processing fee that will be quoted at that time for Client pre-approval.

### Accounts Payable:

- **Weekly submittal:** Client must submit a weekly package conforming to EdTec forms and processes. The submittal shall contain invoices with appropriate coding, reimbursement requests, deposits, and/or other payment documents to EdTec using EdTec forms. If Client fails to submit this weekly package or fails to submit all necessary invoices and receipts to process payment, Client will be charged an additional processing fee of \$50.
- As a courtesy, EdTec may waive the first two occurrences (i.e., up to \$100) of the Weekly Submittal processing fee.

## STATEMENT OF WORK #2

by and between

EdTec Inc. and CLV Strong Start Academy Elementary Schools, Inc.  
Limited Back-Office Services (Pre-Launch)

<b>Reference:</b>	Master Services Agreement dated April 11, 2022, by and between EdTec Inc. ("EdTec") and CLV Strong Start Academy Elementary Schools, Inc. ("Client").
<b>Term:</b>	May 1, 2022 through June 30, 2022.
<b>Scope of Services:</b>	<p>The philosophy of our Back-Office Services is that we provide outsourced solutions so your school can focus on its educational mission. The scope of services under this Statement of Work is to provide Client, as you prepare to open your school for the 2022/23 fiscal year, with school set-up and limited back-office services from the date of this SOW until July 1, 2022, when EdTec's full back-office services under Statement of Work #1 would begin.</p> <p><i><b>This Statement of Work is subject to, and shall have no force or effect in the absence of, the prior or contemporaneous execution of Statement of Work #1 for full back-office services to commence on July 1, 2022 by and between Client and EdTec.</b></i></p> <p><b>1. FINANCE and ACCOUNTING</b></p> <p><b>Budgeting:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Annual and multi-year budgets including cash flows</b> – EdTec works with the school leader to create a budget for the period prior to July 1, 2022, as well as annual and multi-year budgets. EdTec strives to ensure that the annual budgets are strategic documents that capture the operations and direction of the school.</li> <li>▪ <b>Budget revisions (as needed, on demand)</b> – EdTec revises budgets as needed to reflect changing circumstances.</li> <li>▪ <b>Updated monthly budget forecasts</b> – EdTec tracks budget to actuals and updates the budget forecast on a monthly basis (if forecasts move materially off budget, we recommend a budget revision).</li> </ul> <p><b>Financial Statements:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Financial statements</b> – EdTec can prepare budget versus actual reports.</li> <li>▪ <b>Customized financial analysis</b> – EdTec performs reasonable financial analysis that the staff or board requests, e.g., providing a comparative analysis of the school's budget relative to industry norms or fulfilling a request from the authorizing entity. EdTec will also provide customized reports (within reason) for grant proposals.</li> </ul> <p><b>Accounting:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Setup of school's chart of accounts and general ledger</b> – EdTec sets up and maintains the school's chart of accounts, based on EdTec's standard structure which is designed to be compliant with state reporting requirements.</li> </ul>

	<ul style="list-style-type: none"> <li>▪ <b>Fund accounting</b> – EdTec can track revenue and expenditures by fund, e.g., implementation grant funds and expenses or Title I expenditures.</li> <li>▪ <b>Training</b> – EdTec trains appropriate personnel on accounting procedures and practices designed to ensure accurate record keeping.</li> <li>▪ <b>Transaction recording</b> – EdTec records in detail all transactions in a computerized accounting system.</li> <li>▪ <b>Journal entries and account maintenance</b> – EdTec prepares and records journal entries and maintains the general ledger according to accepted accounting standards.</li> <li>▪ <b>Bank reconciliation</b> – EdTec reconciles primary bank and investment accounts to general ledger monthly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as required.</li> <li>▪ <b>Account for Capital Outlay Expenses</b> – EdTec records capitalized assets as provided by the school.</li> <li>▪ <b>Generate financial reports as requested</b> – EdTec can generate the following reports upon request: detailed account activity; bank register activity; summary of budget, expenditures by account; cash balances; payroll register (for periods when payroll is processed by EdTec); revenues; general ledger account balances.</li> </ul> <p><b>Accounts Payable:</b></p> <ul style="list-style-type: none"> <li>▪ EdTec processes all invoices and, pending approval from the school leader or surrogate, pays the bills and codes them in the financial software, typically on a two-week schedule with limited rush payments as needed. EdTec also verifies that funds are available to pay the bills.</li> </ul> <p><b>Purchasing:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Vendor selection</b> – EdTec provides guidance on vendors based on its experience with vendors around the country.</li> <li>▪ <b>Purchasing assistance on big-ticket items</b> – On an hourly consulting basis, EdTec can assist the school leader in its purchase or leasing of big ticket items such as portables.</li> </ul> <p><b>Government Financial Reporting:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Preliminary and final budget reports</b> – EdTec prepares and files the preliminary budget report based on the board adopted budget and a final budget as required.</li> </ul> <p><b>2. PAYROLL</b></p> <p><u>Note: payroll support is to begin with the mid-June 2022 payroll processing run.</u></p> <p>EdTec uses an external payroll processor to accomplish the following tasks. EdTec interfaces between the school and payroll processor, and performs quality checking so that the school does not need to interact with the payroll processor. The school pays payroll processing fees.</p> <ul style="list-style-type: none"> <li>▪ <b>Payroll Processing</b> – EdTec calculates and processes payroll and payroll-related payments/deductions for salaried and hourly employees based on information submitted by authorized School representatives (excluding vacation and/or sick time tracking). EdTec generates checks for signature by authorized School representatives (or through electronic</li> </ul>
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	<p>signature) or facilitates Direct Deposit at the School's request. The fees set forth below include up to twice per month payroll processing.</p> <ul style="list-style-type: none"> <li>▪ <b>Payroll reporting</b> – EdTec works with the payroll processor to prepare and file all required payroll reports for submission to federal and state agencies and submits electronic payroll, payroll tax reports and payroll tax deposits to the appropriate authorities.</li> <li>▪ <b>Payroll record maintenance</b> – EdTec keeps track of employee payroll information. School maintains employee files (based on EdTec-provided template files).</li> <li>▪ <b>W-2 processing</b> – EdTec works with the payroll processor to prepare and send Form W-2 to employees and to file Forms W-2 and W-3 with the Social Security Administration, provided that this SOW (or a full fiscal year back-office services SOW) remains in effect at the end of the applicable calendar year, and subject to the timely receipt of accurate and complete information and data from Client, in accordance with EdTec policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of Services under this SOW.</li> <li>▪ <b>IRS, SDI, WC support</b> – EdTec assists in resolving payroll tax issues before the IRS and other federal and state reporting agencies. EdTec also assists school with any State Disability, Workers Comp, or Unemployment Insurance claims by providing supporting payroll reports.</li> <li>▪ <b>Retirement plan administration</b> – EdTec will help the school set up retirement plan accounts, and makes appropriate deductions and payments to retirement plans based on information provided by the school. The school is ultimately responsible for retirement account set-up, administration and enrollments and any fees from outside parties.</li> </ul> <p><b>3. INSURANCE</b></p> <ul style="list-style-type: none"> <li>▪ <b>Insurance procurement</b> – EdTec provides financial information necessary for the liability insurance quote process.</li> </ul> <p><b>4. BOARD MEETING SUPPORT</b></p> <ul style="list-style-type: none"> <li>▪ Other than preparation of the monthly financial information described above, attendance at, or preparation of materials for, Board meetings may be provided on an hourly consulting basis subject to staff availability.</li> </ul> <p><b>5. COMPLIANCE and ACCOUNTABILITY</b></p> <ul style="list-style-type: none"> <li>▪ Note that compliance and accountability are the responsibility of the school. EdTec will provide advice on some matters, but this information is not comprehensive. In addition, since rules, regulations and interpretations regularly change, schools should seek independent verification from their attorneys or other sources.</li> <li>▪ <b>Funding compliance</b> – EdTec makes compliance recommendations regarding funding requirements, such as CSP grant funding and other restricted funds. Note that Title Funding compliance is especially complex with many school obligations.</li> </ul>
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	<p><b>6. CHARTER DEVELOPMENT and GRANTS ADMINISTRATION</b></p> <ul style="list-style-type: none"> <li>▪ <b>Charter School Grant Program (CSP) grant reporting</b> – EdTec assists the school in preparing and submitting the CSP grant reports, and manages the review/finalization process.</li> </ul> <p><b>7. START-UP/SET-UP</b></p> <ul style="list-style-type: none"> <li>▪ <b>Startup Support</b> – EdTec helps new schools get started on the right foot by providing forms, instructions, and support needed to launch the school, including: <ul style="list-style-type: none"> <li>○ State and Federal IDs</li> <li>○ Charter number registration with the state</li> <li>○ 501(c) (3) information</li> <li>○ Payroll information (I-9, retirement system, health, Live Scan, etc.)</li> </ul> </li> </ul>
<p><b>Excluded Services:</b></p>	<p>Other than the services outlined above, EdTec is not responsible for any other activities, unless mutually agreed to in writing. Examples of Excluded Services include, but are not limited to, outside legal costs, computer installation and support, purchasing of small items or of curriculum materials, printing and graphic arts, grant-writing or fundraising, hiring and associated legal requirements (e.g., background checks, credential reviews) and recordkeeping, meetings with outside parties (e.g., the Board or District) beyond those meetings required to accomplish the included services, Special Ed administration, testing, assessment, compliance with ESSA, compliance with government grant requirements, audits, attendance accounting, and other outside professional services costs.</p>
<p><b>Compensation:</b></p>	<ul style="list-style-type: none"> <li>▪ <b>Limited Back Office Services:</b> Our fee for the back-office services described above is \$2,000 per month, payable monthly in advance on the first day of each month. This fee <u>includes</u> all normal postage, telephone, copying, faxing, etc., <u>except</u> for bank and payroll fees that will be passed through.</li> <li>▪ <b>Consulting:</b> Should you desire additional services not in the above scope, we would be pleased to provide these, subject to staff availability, at the then-current discounted hourly fee schedule for back-office clients (travel time is billed at ½ of the applicable hourly rate). Additional costs would include mileage reimbursement for travel, overnight delivery charges, and pre-approved out-of-pocket expenses.</li> <li>▪ <b>Set-Up Charges:</b> EdTec will absorb the expenses of setting up clients on our systems. However, if reconciliations due to incomplete or unorganized records require more than five hours of our staff time, we will charge for the additional reconciliation time at our discounted hourly consulting rate.</li> <li>▪ <b>Payment Terms:</b> All fees payable to EdTec must be received by EdTec on the first day of the month for which services are to be provided. EdTec reserves the right to suspend the provision of Services in the event a payment is not made when due.</li> </ul>
<p><b>School Obligations:</b></p>	<p>EdTec’s services will assist with the operations of Client’s back-office operations, but do not include auditing Client’s provided information and operations for completeness and compliance. It is Client’s responsibility to adopt and adhere to reasonable policies and procedures, and to ensure the school remains in compliance with all applicable rules and regulations and maintains sound fiscal operations. In order to fulfill the scope of services described herein, EdTec relies on Client to provide timely, accurate and complete</p>

	<p>information, and to cooperate reasonably with EdTec. Furthermore, Client must immediately inform EdTec of any material change that could affect EdTec's ability to complete its responsibilities and to assist Client in complying with all applicable laws and regulations.</p> <p>Client will comply with the Roles and Responsibilities document provided under SOW #1 (Attachment 1).</p>
<p><b>Termination:</b></p>	<p>Either party may, upon giving thirty (30) days' written notice identifying specifically the basis for such notice, terminate this Statement of Work for breach of a material term or condition of this Statement of Work, unless the party receiving the notice cures such breach within the thirty (30) day period. In addition, EdTec may terminate this Statement of Work immediately upon written notification and without liability, (a) if Client, in EdTec's reasonable judgment, violates any of the "School Obligations" above, or (b) if EdTec reasonably believes that Client will not open by September 30, 2022. This Statement of Work will also terminate automatically upon any early termination of SOW #1 by EdTec. Upon any early termination under this section, Client shall pay EdTec for all services rendered by EdTec prior to the effective date of termination. In addition, if EdTec terminates this Statement of Work under this section, Client shall also pay EdTec for any demobilization or other costs resulting from such early termination.</p>
<p><b>EDTEC INC.</b></p> <p>DocuSigned by: By: <u>Steve Campo</u> <small>7A50CD0252334E8...</small></p> <p>Name: Steve Campo</p> <p>Title: President &amp; CEO 4/12/2022</p> <p>Date: _____</p> <p>1410A 62<sup>nd</sup> Street Emeryville, CA 94608</p> <p>Fax: 510.663.3503</p>	<p><b>CLV STRONG START ACADEMY ELEMENTARY SCHOOLS, INC.</b></p> <p>DocuSigned by: Signature: <u>Lorna M. James-Cervantes</u> <small>52515B5827784FF...</small></p> <p>Name: <u>Lorna M. James-Cervantes</u></p> <p>Title: <u>Board President, Strong Start Academy ES</u></p> <p>Date: <u>4/12/2022</u></p> <p>Address: <u>495 S. Main St. 5th Floor</u> <u>Las Vegas, NV 89121</u></p> <p>Email: <u>jamescervanteslorna@gmail.com</u></p> <p>Phone: <u>702-266-7240</u></p> <p>Fax: _____</p>