

**STATEMENT OF WORK #5**  
 by and between  
**EdTec Inc. and East Bay Innovation Academy**

<b>Reference:</b>	Master Services Agreement dated April 22, 2013, by and between EdTec Inc. ("EdTec") and East Bay Innovation Academy ("Client").
<b>Term:</b>	January 27, 2021 through August 31, 2021.
<b>Scope of Services:</b>	<p>Services to be performed</p> <p><b>Illuminate</b></p> <ul style="list-style-type: none"> <li>• ISI Data Export and Back Up</li> </ul> <p><b>PowerSchool</b></p> <p>Student Data Imports</p> <ul style="list-style-type: none"> <li>• Student Core Demographics - All (includes California Compliance Data)</li> <li>• Student Race – All</li> <li>• Student Contacts - 20-21</li> <li>• Student Re-enrollments – All</li> <li>• Historical Grades – All</li> <li>• Student English Language Acquisition (SELA) Records - All</li> <li>• Student Program Records – All (i.e. FRPM, LIPs, 504, Homeless, Title I, etc.)</li> </ul> <p>Staff Data Imports</p> <ul style="list-style-type: none"> <li>• Staff Core Demographics – All (includes California Compliance Data)</li> <li>• Staff Race - All</li> <li>• Staff Assignments - All</li> </ul> <p>Historical Schedules/Rosters Imports</p> <ul style="list-style-type: none"> <li>• Courses - All (including California Compliance Data)</li> <li>• Sections - 20-21 (including California Compliance Data)</li> <li>• Sections - Previous Academic Years (No California Compliance Data)</li> <li>• Student Class Enrollments - 20-21</li> <li>• Student Class Enrollments - Previous Academic Years</li> </ul> <p>Other Historical Data Imports</p> <ul style="list-style-type: none"> <li>• Attendance - 20-21</li> <li>• Attendance - Historical</li> <li>• Behavior - "Major Incidents" All</li> <li>• Behavior - "Minor Incidents" 20-21</li> <li>• Immunization (if possible)</li> </ul> <p>2021-2022 School Year Setup and Scheduling</p> <ul style="list-style-type: none"> <li>• PowerScheduler - Set up, Training and Support</li> <li>• 2021-2022 Master Scheduling Support</li> <li>• 2020-2021 to 2021-2022 End-of-Year Rollover</li> </ul> <p>Third -party Integration Support</p> <ul style="list-style-type: none"> <li>• Schoolmint-PowerSchool Mapping and Integration</li> <li>• Third-party integration assistance, as needed</li> </ul>

<b>Excluded Services:</b>	Other than the services outlined above, EdTec is not responsible for any other activities, unless mutually agreed to in writing.
<b>Compensation:</b>	<ul style="list-style-type: none"> <li>• Client commits to a minimum of 100 hours for the Term at the reduced hourly rate of \$140 (standard EdTec pricing is \$160/hr) a total cost of \$14,000 for the Term. Hours in excess of the 100 committed hours will be billed at the hourly rate of \$150.</li> <li>• Recognizing the fluctuating monthly support needs of Client, support hours may be consumed flexibly throughout the Term. However, Client agrees to collaborate with EdTec on developing a mutually agreeable project and support timeline that targets a monthly support level as close to the 14 hours per month as possible. If Client consumes fewer than the 100 committed total hours for the Term, any remaining hours are forfeited at the conclusion of the Term.</li> <li>• All fee estimates are subject to Client compliance with the School Obligations set forth below.</li> <li>• Additional costs for in-person support requests by Client are to be billed to Client including, actual travel costs, and pre-approved out-of-pocket expenses.</li> </ul> <p><b>Payment Schedule:</b> Payment terms are net 30 days from receipt of EdTec's invoices. Invoices for the committed hours will be issued in seven equal monthly installments of \$2,000 beginning March 1, 2021. If applicable, invoices for excess hours will be billed in the month following completion of such work.</p>
<b>School Obligations:</b>	<p>Client shall provide EdTec with access to Client's instance and/or equipment upon which applicable software programs are loaded or operating as reasonably necessary to permit EdTec to perform its obligations under this SOW.</p> <p>In order to fulfill the scope of services described herein, EdTec relies on Client to provide timely, accurate and complete information, to cooperate reasonably with EdTec, and to timely complete all tasks reasonably requested of Client in connection with the project.</p>
<b>Termination:</b>	<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) 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.</p>

<b>EDTEC INC.</b> DocuSigned by: By: <u>Steve Campo</u> 7A50CD0252334E8... Name: Steve Campo Title: President & CEO Date: 1/29/2021 1410A 62 <sup>nd</sup> Street Emeryville, CA 94608 Fax: 510.663.3503	<b>EAST BAY INNOVATION ACADEMY</b> Signature: <u>Michelle Cho</u> 88736CCD559246E... Name: Michelle Cho Title: Executive Director Date: 1/29/2021 Address: 3400 Malcolm Ave. Oakland, CA 94605 Email: michelle.cho@eastbayia.org Phone: 510-577-9557 Fax:
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