



EdTec Service Renewal Proposal Memo for Urban Montessori Charter School

EdTec is honored to be a key support partner to Urban Montessori Charter School (UMCS) since 2012 and we look forward to continuing our role in supporting the organization’s on-going success and impact.

Current Contract Overview

- Contract Term: July 1, 2016 through June 30, 2020
- Service Scope: Back Office Service per Amended & Restated Statement of Work #1
- Service Pricing: Fixed annual fee of \$112,000

Contract Renewal Proposal

Based on the success of our current partnership, we propose a continuation of the current service level. As laid out in the current Statement of Work, EdTec will continue to provide support in budgeting and financial tracking, as well as accounting, accounts payable and receivable, payroll, reporting, audit assistance, attendance reporting support, and other operational activities as outlined.

We are proposing a multi-year renewal agreement, and we have outlined 2-year and 3-year service renewal options in the below table, for your consideration.

Back-Office Service Renewal Pricing – Fixed Fee	2019-20 (CY)	2020-21	2021-22	2022-23
2-Year Renewal Projected Service Cost	\$112,000	\$116,000	\$120,000	
3-Year Renewal Projected Service Cost		\$114,000	\$118,000	\$122,000

A CALPADS Service package can also be provided, separately, for a fixed annual fee of **\$9,000 in 2020-21**, to replace the current hourly billable support model that UMCS is leveraging. The projected savings by moving to the fixed fee service is \$1,000 - \$1,500 for next year.

Next Steps

A new draft Back Office Service Statement of Work #2 (SOW#2), reflecting the proposed 3-year renewal scenario, is attached for your consideration and to include in your board materials.

If Urban Montessori Charter School elects to renew the Back Office Service under the 2-year scenario, then SOW#2 would be adjusted to reflect the 2-year contract term and pricing. The final SOW will be provided via DocuSign for the school’s review and signature.

Additionally, as requested, the fixed fee CALPADS Service Statement of Work #3 (SOW#3) for the 2020-21 school year is also attached for the school’s consideration.

Thank you for your partnership and for your consideration of EdTec’s proposal. We look forward to your feedback and to discussing next steps.

- The EdTec Team

attachments

STATEMENT OF WORK #2

by and between

EdTec Inc. and Urban Montessori Charter School

Reference:	Master Services Agreement dated March 6, 2012, by and between EdTec Inc. (“EdTec”) and Urban Montessori Charter School (“Client”).
Term:	July 1, 2020 through June 30, 2023 (the “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 Term and any Renewal Term(s) are referred to as the Term.
Scope of Services:	<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 experience with California Charter Schools.</p> <p>1. FINANCE and ACCOUNTING</p> <p>Budgeting:</p> <ul style="list-style-type: none"> ▪ Annual and multi-year budgets including cash flows – For existing clients, EdTec works with the school leader to create annual and multi-year budgets in time for submission to the State by July 1, and for new clients entering their first year of operations, in the spring or when services begin, EdTec will review the school’s budget in time for submission to the State by July 1. EdTec strives to ensure that the annual budgets are strategic documents that capture the operations and direction of the school. ▪ Budget revisions (as needed, on demand) – EdTec revises budgets as needed to reflect changing circumstances at the school or in State funding. ▪ Updated monthly budget forecasts – 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). <p>Financial Statements:</p> <ul style="list-style-type: none"> ▪ Monthly year-to-date financial statements – 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. ▪ Monthly cash flow projections – 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.

	<ul style="list-style-type: none">▪ Financial statement analysis (monthly) – 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.▪ Customized financial analysis – 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 modeling (within reason), or fulfilling a request from the authorizing entity. EdTec will also provide customized reports (within reason) for grant proposals.▪ Support in resolving financial issues – EdTec helps the school leader find solutions to financial issues by recommending budget changes and/or identifying sources of potential funding. <p>Accounting:</p> <ul style="list-style-type: none">▪ Setup of school’s chart of accounts and general ledger – EdTec sets up and maintains the school’s chart of accounts, based on EdTec’s standard structure which is designed to be compliant with SACS.▪ Customized account codes – 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.▪ Fund accounting – EdTec can track revenue and expenditures by fund, e.g. implementation grant funds and expenses or Title I expenditures.▪ Training – EdTec trains appropriate personnel on accounting procedures and practices designed to ensure accurate record keeping.▪ Transaction recording – EdTec records in detail all transactions in a computerized accounting system.▪ Journal entries and account maintenance – EdTec prepares and records journal entries and maintains the general ledger according to accepted accounting standards.▪ Bank reconciliation – 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.▪ Account for capital outlay expenses – 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.▪ Generate financial reports as requested – 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. <p>Accounts Payable & Receivable:</p> <ul style="list-style-type: none">▪ Revenue verification – EdTec verifies that the school is receiving the correct amount of funds from State and Federal sources.▪ Revenue collection – If the funds from the State or the county/district are not correct, EdTec tracks down the appropriate officials and alerts them of the problem. EdTec will use reasonable
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	<p>efforts to negotiate on behalf of the school in disputes with funding agencies over improperly calculated payments.</p> <ul style="list-style-type: none">▪ Accounts payable – 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 vendor payment issues with the school. EdTec also verifies that funds are available to pay the bill.▪ Form 1099 processing – 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. <p>Purchasing:</p> <ul style="list-style-type: none">▪ Vendor selection – EdTec provides guidance on vendors based on its experience with vendors around the State and country.▪ Purchasing assistance on big-ticket items – EdTec can assist the school in its purchase or leasing of big ticket items such as portables. <p>Government Financial Reporting:</p> <p>Subject to timely receipt of information and/or materials from Client, EdTec provides the following:</p> <ul style="list-style-type: none">▪ Preliminary and final budget reports – EdTec prepares and files the preliminary budget report by July 1st based on the board adopted budget and a final budget as required.▪ Interim financial reports – EdTec prepares and files the two interim financial reports to the district or county by the December 15 and March 15 deadlines.▪ Audited financial reports – Subject to timely receipt of information and/or materials from the auditor, EdTec prepares and files the unaudited financial report by September 15. EdTec supports the Client and the auditor in the preparation (by the auditor) of the final audited report by December 15. <p>Audit:</p> <ul style="list-style-type: none">▪ Audit support – 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.▪ Audit compliance training – EdTec helps the school leader and audit staff develop financial policies designed to meet requirements and help protect the school from financial mismanagement.▪ Single Audit Act of 1984 – EdTec provides support in school compliance with accounting related audit requirements, including the Single Audit Act of 1984.
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	<ul style="list-style-type: none">▪ IRS Form 990 support (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).▪ Annual auditor selection form – EdTec sends auditor information to the county in the spring.▪ The school is responsible for attendance and audit of employee work. <p>SB 740 compliance (Non-classroom based):</p> <ul style="list-style-type: none">▪ SB 740 budget compliance – For non-classroom based schools, EdTec monitors budget compliance with SB 740 and alerts school to potential problems in meeting the full-funding determination.▪ Funding determination form – EdTec completes and files the school’s funding determination form based on school input. At Client’s request and subject to staff availability, travel to and attendance at ACCS and State Board meetings by EdTec is available at the then-current discounted hourly fee schedule.▪ Note that the school is responsible for compliance with policies and procedures associated with non-classroom based instruction. <p>2. PAYROLL and HUMAN RESOURCES</p> <p>Payroll:</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">▪ Payroll processing – 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; for a higher frequency payroll an additional fee will apply.▪ Payroll reporting – 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 for a single EDD/tax ID number. For multiple reporting numbers, an additional fee will apply.▪ Payroll record maintenance – EdTec keeps track of payroll information. Client is responsible for maintaining all employee files, including forms based on EdTec-provided template files.▪ W-2 processing – EdTec prepares and sends Form W-2 to the school and files 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
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	<p>for any portion of the applicable calendar year that preceded the provision of Services under this SOW.</p> <ul style="list-style-type: none">▪ IRS, SDI, WC support – 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.▪ STRS/PERS and other retirement plan administration – EdTec will help the school set up STRS/PERS accounts, and makes appropriate deductions and payments to the county for STRS and/or PERS based on information provided by the school. Note that in some cases it can take approximately 12 months to set up such contributions because of district/county delays. Also, some counties charge separately for this mandated service. The school is responsible for STRS/PERS account setup, administration and enrollments and any fees from outside parties including late fees and interest levied by STRS/PERS. <p>Human Resources, Benefits and Insurance:</p> <ul style="list-style-type: none">▪ Employee file setup – EdTec provides clients with template employee files and procedures to help ensure compliance with State and Federal requirements regarding Live Scan procedures, TB Test information, and/or credential verification information.▪ Contracts and handbook development support – EdTec provides schools with non-legal, business advice on employment contracts and employee handbooks and their business implications.▪ Health benefits administration – EdTec assists in guiding the school in the health benefits procurement process, and assists with re-quotes of insurance on an annual basis. Client is responsible for all benefit reporting under the Affordable Care Act, including without limitation the Forms 1094-C and 1095-C.▪ Teacher credentialing – EdTec provides information and assistance to school leaders to help them evaluate teacher credentials and “highly qualified” requirements.▪ Insurance procurement – EdTec provides financial information necessary for the liability insurance quote process. <p>3. BUSINESS CONSULTING</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">▪ Negotiations – EdTec supports the school director and board with non-legal, business advice in negotiations related to issues such as MOUs, facilities, and SPED with districts, landlords, vendors, and others, including developing presentations and analyses to buttress the school’s position.▪ Strategic budget development – EdTec can assist the school director and board with strategic financial planning and budget scenario development.▪ Financing support – 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 Development Financial Institution (CDFI) resources, and philanthropic funds.
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	<ul style="list-style-type: none">▪ Legal services optimization – 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.▪ Special projects – EdTec performs business-related special projects within reason, such as modeling growth, compensation and facilities scenarios, and providing an understanding of and analyzing food service and transportation options. (Note: due to State regulations, EdTec cannot complete the School Food Authority (SFA) application. However, EdTec provides assistance in understanding the process.) EdTec can also assist the school leader, within reason, in the analysis and understanding of best practices regarding a structurally sound pay scale. <p>4. BOARD MEETING SUPPORT</p> <ul style="list-style-type: none">▪ Board materials (electronic) – EdTec collects, organizes, and collates materials for each meeting (up to two board meetings per month) and makes the materials electronically available to Client in advance of the meeting. Client prints board meeting materials to have on hand for attendees.▪ Board meeting attendance – 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 Brown Act.▪ Board meeting minutes - Client takes board meeting minutes and provides to EdTec for incorporation into board meeting materials. EdTec reviews and edits minutes, incorporating Client feedback, as needed. <p>5. FACILITIES</p> <ul style="list-style-type: none">▪ Facility needs assessment and planning – EdTec works with clients to help them refine their thinking about key facilities-related considerations and identify important facility requirements based on the school program and industry standards. EdTec helps clients think creatively about their facility needs and come up with workable solutions.▪ Prop 39 – EdTec helps the school prepare Prop 39 requests, including analyzing student data, and helps to manage timelines related to the Prop 39 process.▪ District negotiations – EdTec will help the school negotiate deals with the district regarding facilities.▪ SB 740 – As State funding is available, EdTec prepares and submits SB 740 facilities reimbursements on the school's behalf.▪ Financial reporting to lender - EdTec provides financial data to lenders for loan covenants.▪ Facilities funding support – EdTec provides financial data for compliance-related reporting on State facility funding programs such as Prop 1D.▪ Facility acquisition/lease negotiation – <i>On a separate fee basis and subject to staff availability, EdTec can assist clients with</i>
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business, non-legal advice in negotiating purchase and/or lease terms. The school's attorney should review these.

6. COMPLIANCE and ACCOUNTABILITY

- 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.
- **Mid-year internal review** – From time to time, EdTec may perform an internal review with client designed to help the school comply with many school regulations, or in preparation for a potential authorizer site visit. Using an EdTec-developed checklist, we assist the school staff in testing compliance in key areas, such as: Board resolutions and policies; risk management; food service; restricted funding; student and personnel files; and attendance reporting and student data.
- **Employee files** – 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.)
- **ESSA compliance support** – EdTec will track the financial reporting and can help provide related backup necessary for the Every Student Succeeds Act (ESSA) compliance. On an hourly billable basis, EdTec can provide assistance on Local Control Accountability Plan (LCAP) development and related school and student performance analysis.
- **SPED compliance** – 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. EdTec assists the school in completing the following reports: Maintenance of Effort (MOE), Mental Health expenditure reporting, Excess Cost Report, and year-end reporting.
- **Funding compliance** – EdTec makes compliance recommendations regarding funding requirements, such as Federal PCSGP implementation grant funding and other restricted funds. Note that, as more information becomes available, ESSA compliance may be especially complex with many school obligations.
- **District and State regulation compliance** – EdTec can help the school identify areas where it may not be in compliance with district or State regulations.

7. ATTENDANCE and DATA REPORTING

- **Local attendance reporting** – EdTec will provide support with monthly attendance reports based on school-provided data as outlined in the addendum to this Statement of Work.
- **State attendance reporting** – Using school-provided data, and at the school's request, EdTec will provide support on government attendance reports, including the 20-day report, P-1, P-2, and

	<p>Annual Attendance Report. For specific support level, please refer to the Roles and Responsibilities in Attachment 1.</p> <ul style="list-style-type: none"> ▪ Non-attendance reporting – EdTec will support school on CALPADS and CBEDS reporting. For specific support level, please refer to the Roles and Responsibilities in Attachment 1. ▪ Attendance procedures assistance – EdTec will provide assistance reviewing schools’ attendance accounting procedures and advising on areas for improvement, although the school is ultimately responsible for keeping accurate attendance and ADA compliance. ▪ Quarterly ADA analysis – EdTec reviews ADA data to ensure the school is on track with projections, if EdTec is provided access by the school to their Student Information System. ▪ School requests for EdTec assistance on items not listed in this section shall be billed hourly. <p>8. CHARTER DEVELOPMENT and GRANTS ADMINISTRATION</p> <ul style="list-style-type: none"> ▪ Financial reports – EdTec prepares customized financial reports for grant purposes, within reason. ▪ Fund accounting – EdTec sets up fund accounting to track direct and allocated costs to grants. ▪ Consolidated Application (ConApp) – EdTec prepares the Consolidated Application parts 1 and 2 for eligible schools and files in the Consolidated Application Reporting System (CARS). ▪ State Revolving Loan – EdTec prepares the application for this loan program (up to \$250,000). ▪ After School Education and Safety Program (ASES) – EdTec submits annual budget and quarterly expenditure reports. ▪ School-Based Medi-Cal Administrative Activities (SMAA) – EdTec completes quarterly reports. ▪ Charter School Facilities Incentive Grant (CSFIG) – EdTec completes semi-annual disbursement requests. ▪ Deferral Exemption Application – EdTec completes the application for the school. ▪ Charter renewal – <i>On a separate fee basis, EdTec can assist in preparing and advocating a charter petition for school renewal.</i>
<p>Excluded Services:</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>Compensation:</p>	<ul style="list-style-type: none"> ▪ Back Office Services: EdTec will provide these services at a fixed fee per school fiscal year as follows: <ul style="list-style-type: none"> ○ \$114,000 for the 2020-21 school fiscal year ○ \$118,000 for the 2021-22 school fiscal year ○ \$122,000 for the 2022-23 school fiscal year

	<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, 2020.</p> <ul style="list-style-type: none"> ○ 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. ○ In addition to the fees calculated as provided above, there will be an incremental fee for the following, if applicable: <ul style="list-style-type: none"> • Benefit accrual tracking such as vacation and sick time. • Use by school personnel of debit cards. <ul style="list-style-type: none"> ▪ Consulting: 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. ▪ Fee Increases: EdTec reserves the right to increase the fees payable under this Statement of Work by up to 5% upon the conclusion of the 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 Term or then-current Renewal Term, as applicable. ▪ Payment Terms: 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.
<p>School Obligations</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>Termination</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, 2020, or (c) upon any revocation of Client's charter. Upon any early termination under this section, Client shall pay EdTec for all services</p>

	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.
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<p>EDTEC INC.</p> <p>By: _____</p> <p>Name: Steve Campo</p> <p>Title: President & CEO</p> <p>Date: _____</p> <p>1410A 62nd Street Emeryville, CA 94608</p> <p>Fax: 510.663.3503</p>	<p>URBAN MONTESSORI CHARTER SCHOOL</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>
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The undersigned officer of Urban Montessori Charter School, a California public charter school (the "School"), hereby certifies that this Agreement has been duly approved by the governing body of the School, at a publicly noticed meeting held on June 18, 2020.

URBAN MONTESSORI CHARTER SCHOOL

Signature: _____

Name: _____

Title: _____

ATTACHMENT 1

Roles and Responsibilities

Clarity on roles and responsibilities between EdTec and Urban Montessori Charter School (“Client”) will help ensure high quality, timely business services. Table 1 below outlines the roles and responsibilities of both parties:

Table 1: Roles & Responsibilities

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

<p>Attendance and Data Reporting</p>	<ul style="list-style-type: none"> ▪ Monthly attendance reports: Generation of complete, accurate attendance reports (based on school provided data) by the deadline (up to 1.5 hours per report). Resolution of data discrepancies and attendance revisions will be charged at the hourly rate. ▪ 20-Day and P-Reports: Generation of complete, accurate attendance reports (based on school provided data) by the deadline (up to 1.5 hours per report). Resolution of data discrepancies and attendance revisions will be charged at the hourly rate. ▪ CALPADS/CBEDS: EdTec will provide up to 4 hours to train Client on CALPADS/CBEDS procedures and report generation. CALPADS/CBEDS support beyond the initial 4 hours is available on an hourly billable or project billable basis. 	<ul style="list-style-type: none"> ▪ Accurate and complete collection of attendance data in compliance with State rules. ▪ Monthly reports: Preparation and submission of data to EdTec at least 3 business days before the deadline ▪ 20-Day and P-Reports: Submission of data to EdTec at least 5 business days before the deadline ▪ Clients without student information system software will submit student and attendance data to EdTec using EdTec forms ▪ Clients using a non-EdTec-supported SIS will provide student and attendance data to EdTec in an EdTec-approved format
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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 timecards for hourly staff and payroll changes are submitted late to EdTec based on the published Payroll Calendar. The latest Timecards 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 \$35 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 \$35.

- As a courtesy, EdTec may waive the first two occurrences (i.e. up to \$70) of the Weekly Submittal processing fee.

Attendance and Data Reporting:

- **Monthly, 20-Day and P-Reports:** EdTec fees include 1.5 hours of quality assurance and troubleshooting when processing and generating each report. Any EdTec work beyond this hour (including data correction and reconciliation with other periods) will be charged at the then-current discounted data service rate.
- **Expedite fee:** If Client misses an EdTec deadline for providing data and subsequently requests assistance in generating reports on an expedited basis, a \$100 expedite fee per occurrence may apply.
- **CALPADS/CBEDS reports:** EdTec fees include up to two hours for training and guidance on report generation. CALPADS/CBEDS support beyond the initial 4 hours is available on an hourly billable or project billable basis.
- EdTec can provide additional assistance for reports at the then-current discounted data service rate.
- If Client requires EdTec assistance for work with external deadlines (e.g. P-Reports), EdTec may set a deadline for receiving the request, data, and/or other materials from the Client to ensure timely and accurate processing. EdTec may charge an expedite fee for requests, data, and/or other materials not received from the client by the EdTec deadline.
- If Client does not have a student information software system, Client will use EdTec forms when submitting information to EdTec. Failure to use EdTec forms will result in a processing fee of \$100.
- As a courtesy, EdTec may waive the first occurrence of the forms processing fee.

STATEMENT OF WORK #3
 by and between
EdTec Inc. and Urban Montessori Charter School

Reference:	Master Services Agreement dated March 6, 2012, by and between EdTec Inc. ("EdTec") and Urban Montessori Charter School ("Client").
Term:	July 1, 2020 through June 30, 2021 (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.
Scope of Services:	<p>CALPADS Support Services to be performed:</p> <ul style="list-style-type: none"> ▪ CALPADS project management, including: <ul style="list-style-type: none"> ○ Establishing timelines and milestones ○ Tracking important system changes and announcements ○ Communicating progress and areas of need to appropriate school officials ▪ Provide instruction on data elements for staff to collect ▪ Training and documentation on data entry into student information system, CALPADS system, or file templates as appropriate ▪ Generate files and assist schools in resolving missing/conflicting data in student information system ▪ Upload files and assist schools in resolving missing/conflicting data in CALPADS ▪ Review of key performance indicators, red flags, and possible implications of certified data ▪ Complete all CALPADS submissions for Client to review and certify <p><i>Note: For detailed support level with Client and EdTec roles and responsibilities, please refer to Attachment 1 of this Statement of Work.</i></p>
Excluded Services:	Other than the services outlined above, EdTec is not responsible for any other activities, unless mutually agreed to in writing.
Compensation:	<ul style="list-style-type: none"> ▪ Fixed annual fee of \$9,000 for the 2020-21 school fiscal year, payable in 12 equal monthly installments ▪ Any work requested by Client beyond the scope of this Statement of Work is billable at the then current discounted hourly rate table for EdTec Clients (currently \$150/hour). ▪ Actual travel costs and out of pocket expenses will be billed to Client and unproductive travel time, if necessary, will be billed at ½ of the applicable hourly rate. ▪ All fee estimates are subject to Client compliance with the School Obligations set forth below.

	<p>Fee Increases: 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.</p> <p>Payment Terms: Payment terms are net 30 days from receipt of EdTec's invoices, which shall be issued monthly and upon completion of the services. EdTec reserves the right to suspend the provision of Services in the event an invoice is thirty (30) days past due.</p>
<p>School Obligations:</p>	<p>Client CALPADS responsibilities include:</p> <ul style="list-style-type: none"> ▪ Collecting student, course, and staff data ▪ Entering data into student information system, file templates, or CALPADS system as appropriate following training/instructions and schedule provided by EdTec ▪ Resolving data discrepancies that cannot be resolved by EdTec ▪ Resolving anomalies with other LEAs ▪ Certifying completed submissions after EdTec completes submission process <p>Client shall be responsible for the quality and integrity of its data and verifying the accuracy of certification reports, including all supporting reports.</p> <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>
<p>Termination:</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) 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>

EDTEC INC.	URBAN MONTESSORI CHARTER SCHOOL
By: _____	Signature: _____
Name: Steve Campo	Name: _____
Title: President & CEO	Title: _____
Date: _____	Date: _____
1410A 62 nd Street Emeryville, CA 94608	Address: _____
Fax: 510.663.3503	_____
	Email: _____
	Phone: _____
	Fax: _____

Attachment 1: CALPADS Services		
The services described below will be performed for the fixed annual fee set forth in this Statement of Work, provided that Client uses an EdTec-preferred Student Information System (SIS). In the event that Client uses a non-preferred SIS, EdTec will provide up to 30 hours per school per school fiscal year of the service under the fixed annual fee; additional support hours shall be billed at the then-current discounted data service rate.		
Task Description	EdTec Responsibilities	School Responsibilities
A. Fall 1 Submission (October - January)		
Data Review and Reconciliation	<ul style="list-style-type: none"> -Provide schools with list of required data and project calendar -Manage submission deadlines for each school site and provide regular reminders -Review Fall 1 required data in School's SIS and identify missing/inaccurate data -Review of CALPADS Fall 1 setup in School's SIS (race/ethnicity, exit code mappings) -Train staff how to review Fall 1 certification reports and resolve fatal errors 	<ul style="list-style-type: none"> -Populate School's SIS with all Fall 1 required data per EdTec's guidance -Adhere to project calendar deadlines as set forth by EdTec -Review and certify Fall 1 snapshot reports and make corrections, as needed
Student Enrollment Submission	<ul style="list-style-type: none"> -Mass request SSIDs and update student enrollments through an SENR submission -Generate and troubleshoot SENR extracts -Train school how to manually generate single SSIDs in CALPADS for new students enrolling throughout the school year 	<ul style="list-style-type: none"> -Enter required student demographic information into School's SIS -Follow up with other districts/schools to resolve CCE and MID anomalies
Student Information Submission	<ul style="list-style-type: none"> -Generate, upload and troubleshoot SINP extracts -Generate, upload and troubleshoot SELA extracts 	<ul style="list-style-type: none"> -Ensure English Language Learner Information in School's SIS is up-to-date and accurate
Student Programs Submission	<ul style="list-style-type: none"> -Review student program records in School's SIS for completeness. Add student program records, if necessary -Generate, upload and troubleshoot SPRG extracts 	<ul style="list-style-type: none"> -Enter lunch eligible (free and reduced), foster youth and special education records into School's SIS
B. Fall 2 Submission (October - March)		
Data Review and Reconciliation	<ul style="list-style-type: none"> -Provide schools with list of required data and project calendar -Manage submission deadlines for each school site and provide regular reminders -Review State required data in School's SIS and identify missing/inaccurate data -Review of CALPADS Fall 2 setup in School's SIS -Train staff how to review Fall 2 certification reports and resolve fatal errors 	<ul style="list-style-type: none"> -Populate School's SIS with all Fall 2 required data per EdTec's guidance -Adhere to project calendar deadlines as set forth by EdTec -Review and certify Fall 2 snapshot reports and make corrections, as needed
Staff Demographics Submission	<ul style="list-style-type: none"> -Generate reports that identify missing or inaccurate staff demographic data -Provide guidance on data requirements for staff demographic records -Provide guidance on obtaining SEID numbers for credentialed staff 	<ul style="list-style-type: none"> -Request Statewide Educator ID (SEID) numbers for certificated staff -Enter staff demographic data and fix any error identified by EdTec
Staff Assignments Submission	<ul style="list-style-type: none"> -Update school-provided Staff Assignment data into School's SIS, as needed -Provide guidance on data requirements for staff assignment records -Generate, upload and troubleshoot SASS extract(s) 	<ul style="list-style-type: none"> -Enter staff assignments records in the staff assignments into School's SIS
Course Sections Submission	<ul style="list-style-type: none"> -Update school-provided Course/Section data into School's SIS -Generate, upload and troubleshoot CRSE extract(s) 	<ul style="list-style-type: none"> -Enter required course and section information in School's SIS
Student Course Sections Submission	<ul style="list-style-type: none"> -Generate, upload and troubleshoot SCSE extracts 	<ul style="list-style-type: none"> -Ensure student schedules are up-to-date and accurate through Census Day
C. End-of-Year Submission (May - August)		
Data Review and Reconciliation	<ul style="list-style-type: none"> -Provide schools with list of required data and project calendar -Manage submission deadlines for each school site and provide regular reminders -Review State required data in School's SIS and identify missing/inaccurate data -Review of CALPADS EOY setup in School's SIS (discipline codes, program codes) -Train staff how to review EOY certification reports and resolve fatal errors 	<ul style="list-style-type: none"> -Populate School's SIS with all EOY required data per EdTec's guidance -Adhere to project calendar deadlines as set forth by EdTec -Review and certify End-of-Year certification snapshot reports and make corrections, as needed
Student Enrollment Update Submission	<ul style="list-style-type: none"> -Generate and submit SENR and SINP extracts for all changes since the Fall 1 Submission 	<ul style="list-style-type: none"> -Populate School's SIS with required student demographic information for students since the last enrollment update -Verify completers and graduates along with all associated data elements
End-of-Year Program Submission	<ul style="list-style-type: none"> -Submit and troubleshoot the End-of-Year program submission (SPRG) -Provide guidance on data requirements for additional program records 	<ul style="list-style-type: none"> -Enter student End-of-Year student program records into School's SIS
End-of-Year Discipline and Attendance Submission	<ul style="list-style-type: none"> -Submit and troubleshoot the End-of-Year Discipline submission (SDIS) -Submit and troubleshoot the End-of-Year Attendance submission (STAS) -Provide guidance on data requirements and process for adding discipline records in School's SIS 	<ul style="list-style-type: none"> -Enter student discipline information into School's SIS -Enter all absences for the reporting year into School's SIS
End-of-Year Course Completion Submission	<ul style="list-style-type: none"> -Submit and troubleshoot the End-of-Year Course Completion submission (CRSC and SCSC) 	<ul style="list-style-type: none"> -Confirm all term grades have been entered into School's SIS for Grades 7-12
D. Anomaly Resolution (Year-long, as needed)		
Anomaly Resolution Support	<ul style="list-style-type: none"> -Assist school with identifying and fixing CCE, MID and ERD anomalies in CALPADS and School's SIS -Provide schools with CALPADS contact info for other LEAs 	<ul style="list-style-type: none"> -Follow up with other LEAs to resolve anomalies

*This proposal does not include data remediation services. If it is determined that the initial data quality and set up requires significant intervention by EdTec, a separate scope of work for data remediation services may be required.