

Schedule C:
ADDITIONAL SERVICES SCOPE OF WORK TO BE PERFORMED BY EXED

This Schedule (the “Schedule”) is entered into as of the 30th day of June 2015 (the “Effective Date”). The Schedule outlines the additional services Excellent Education Development (“ExED”) will provide to Citizens of the World Charter Schools - Los Angeles (“School”) as part of the Management and Accounting Services Agreement (the “Agreement”) that ExED and School entered into on the 30th day of June 2015. The services include Invoice Processing.

1. **DEFINITIONS**

- a. “SpendBridge” refers to the third-party organization ExED has contracted with to provide a procure-to-pay software system for use by ExED and its client schools.
- b. “DropBox” refers to a cloud-based file sharing service. ExED may substitute another cloud-based file sharing service to perform the same service as DropBox. ExED will notify School if it does make a substitution.
- c. “IFTTT” refers to a cloud-based service used to transfer invoices emailed as an attachment to DropBox.
- d. All other defined terms used in this Schedule shall have the definitions stated in the Agreement.

2. **INVOICE PROCESSING SERVICES**

- a. ExED will setup a School accounts payable (AP) email account that the School’s vendors may use to email invoices. The AP email account will be used solely to receive vendor invoices. ExED will setup an automatic reply to all emails received at this account to a) inform vendor that their email has been received, b) remind vendor that all invoices must be sent as an attachment, c) remind vendor that the email account is not monitored, and d) remind vendor that all communications with School should be directed to the vendor’s designated school contact. The email account is not monitored and ExED will not process any invoices that are not emailed as attachments. For example, emails that include invoice content in the body of the email or emails that provide a link to an invoice will not be processed.
 - (i) ExED can forward emails sent to School AP account to members of School staff. School is responsible for requesting ExED to forward emails and, if so, to whom.
- b. ExED will provide School with instructions to share with their vendors regarding how to use the School AP email account. The instructions will include the requirement that if the vendor emails an invoice to School AP email account the invoice must be sent as an attachment.

- c. ExED will setup a School accounts payable (AP) folder on DropBox and will share the folder with School staff.
- d. ExED will setup a service with IFTTT to automatically transfer any attachments emailed to School AP email account to School AP folder on DropBox.
- e. ExED will identify all invoices in School AP folder on DropBox and upload these invoices to SpendBridge. Specifically, ExED will complete the following tasks as part of uploading invoices to SpendBridge:
 - (i) Receive vendor invoice. ExED will either receive the invoice against an existing purchase order or create a non-PO invoice.
 - (ii) Enter invoice data which includes invoice date, invoice number, description (if applicable), account codes, unit price, quantity invoiced, shipping charges, taxes, and miscellaneous charges.
 - (iii) Attach a copy of the invoice.
- f. ExED will upload invoices to SpendBridge on a schedule determined with the School. After ExED has uploaded an invoice to SpendBridge, School will be required to review and approve the invoice. Once the School has approved the invoice in SpendBridge, ExED will process the invoice for payment on the schedule outlined in the Agreement.

3. **THE SCHOOL'S OBLIGATION**

- a. School will manage relationship with and communications with its vendors. ExED will not respond to vendor inquiries sent to School AP email account.
- b. School will monitor invoices it processes on SpendBridge as a means to identify if a vendor has not sent an invoice.
- c. School will inform vendors it chooses of the option to email their vendor invoices to School AP email account. School will share with vendors the instructions ExED provides for the proper use of the School AP email account and the requirement to that vendor invoices must be emailed as an attachment.
- d. School will retrieve invoices from any vendor websites that make their invoices available in this manner. School will save the invoice in the School AP folder on DropBox.
- e. School will scan any physical invoices it receives in the mail and will save the invoice in the School AP Folder on DropBox.
- f. School staff will forward any vendor invoices they receive via email to the School AP email account.

- g. School will process credit cards statements and staff reimbursements in SpendBridge. These items fall outside of the scope of this additional service.
- h. School staff will review and modify, if necessary, all invoice data that ExED has entered into the SpendBridge system. School will add ID codes, if necessary, as part of their review.

4. **PAYMENT AND TERMS**

a. Fees and Charges.

- (i) School will pay ExED a flat fee of \$5,575 for the 2015-16 school year. The fee is to be allocated based on the following scheduled: CWC HW - \$2,060, CWC MV - \$2,500, and CWC Middle School - \$500, and CWC RSO - \$515.
- (ii) ExED will invoice School \$464.58 monthly from July 1, 2015 through June 30, 2016. The fee is to be allocated based on the following scheduled: CWC HW - \$171.67, CWC MV - \$208.32, and CWC Middle - \$41.67, and CWC RSO - \$42.92. ExED will automatically prepare a check on a monthly basis for ExED payment for execution by the person authorized by the School to execute such checks.

5. **OTHER PROVISIONS**

- a. All other terms, conditions, obligations, rights and provisions of the Agreement, including but not limited to limitation of liability and dispute resolution provisions, shall apply to all Additional Services identified in this Schedule.

6. **TERM AND TERMINATION EXPIRATION.**

This Schedule to provide Invoice Processing Services shall continue in full force and effect from July 1, 2015, until June 30, 2016.

- a. Termination for convenience. Either party may terminate this Schedule upon 30 days written notice to the other party, without cause. During the notice period, the parties shall cooperate to wind up and complete the pending work for the current month.

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

SCHOOL:

By: _____ Dated: _____,

Name: _____

Title: _____

ExED:

By: _____ Dated: _____,

Name: _____

Title: _____