

Client: Excel Academy
Contact: Keri Schneeweiss
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Phone: 949-742-2399
Date: 4/1/2024
Number: EA-OPS2425
Revision: Original
Service: OPS 24 Annual Subscription 2024-2025

Description

Online Purchasing/Student Accounting System for (Client) Excel Academy

Goals and Scope of Services

Online Purchasing System (OPS 24)

Staff Resources / OPS 24: This application is a sophisticated financial tool that enables school administrators to devolve many purchasing and accounting functions down to the individual student level. The application fosters local empowerment and accountability, while allowing administrators to track and manage the entire purchasing process. Security is of the utmost importance as the application can house sensitive identification and demographic information about students and teachers.

The “Teacher Resources” section allows teachers to request resources and instructional tools on behalf of individual students. It enables administrators to approve requests and oversee the allocation of funds for all students.

System Overview

Password protected login to the system is required. Users of the system have the ability to change their own login password. The Client’s system administrator has total control over all Teacher, VCI Vendor, Parent, and Admin login credentials and account permissions. It is the Client’s responsibility to distribute and manage these.

The System Permits Four Levels of Access:

1. Administrator
2. Teacher
3. Parent (optional custom feature allowing parents to enter requests on behalf of their own children)
4. VCI Vendor (optional custom feature to provide Vendor Course Instructors (VCI) a paperless invoicing process)

Administrator Access:

Administrators with full permissions have the ability to approve and process all orders as well as access, update, or add Teacher, Vendor, and Admin accounts. They also have the ability to create orders for any Student account and manually adjust student budgets. Administrators have control over users’ access.

Teacher Access:

Teachers can access orders, demographic/enrollment information and EU balances only for their own students, both active and inactive. However, they can only make order requests for active students. They can also access vendor demographic information and parent login credentials. Vendor demographic information and online purchasing is available at the Teacher access level, although approval and processing of all orders remains at the Administrator level.

Parent Access: *(optional)*

Parent Resources can access demographic and enrollment information and EU allocation and balances for their own Student(s). Vendor demographic information and online purchasing is available at the Parent Access level. Parent requests automatically alert the Teacher, add a note that the order was requested by the Parent, and begin at the Pre-Pending order status. Once Teachers advance these orders from Pre-Pending to Pending, the approval and processing can begin at the Administrator level.

VCI Vendor Login: *(optional)*

The objective of the Vendor Login feature is to eliminate emailing, mailing, or faxing paper or PDF POs and invoices. The whole process becomes electronic. OPS intends to set up Client with the Vendor Login area and provide training, but it will be the Client's responsibility to set and supply their VCI vendors with passwords and communicate directly with their vendors on the Vendor Login process.

Detailed Customized Reporting Available for:

- Students
- Teachers
- Parents
- Vendors
- Requests
- Purchase Orders
- EMR and VCI Catalog Items (optional add-on)
- Forms are developed based on requirements necessary for the following Order Types
 - Educational Materials and Resources (EMR)
 - Vendor Course Instructors (VCI)
 - Computer Information Systems (CIS)
 - College Courses (CC)
 - Activities
 - Catalog Items (CAT) (optional)
 - Bulk
 - Batch

The import process with live data will be handled by OPS. Forms were developed based on needs specified by existing Charter Schools using OPS. The forms are programmed with JavaScript to provide real time validation and relational field modification by user's browser before it is submitted to the OPS server.

Programming:

OPS's proprietary technology drives the secure, password protected web application to access your school's data, perform the necessary queries and calculations, keep students budgets accurate and maintain accountability of all users. OPS often adds new features and improvements based on user input at no charge.

Punchout Integrations

Set-up Steps:

1. Client will need to set up a business “Pay by Invoice” account with our Punchout Vendors for each of their school districts in OPS. We will put you in touch with an Account Representative who can guide you through the process, if one has not already been established (This process can take on week or more).
2. After Client has received all of the login credentials from the Punchout Vendors, we need to set up the account within OPS. We will add an order dropdown in the Request Form that Teachers, Administrators, and Parents will see. Additionally, we will set it up so that Administrators can send Electronic POs directly to each Punchout Vendor (Three days).

How it Works:

In the OPS Purchasing section, a Teacher (or Admin/Parent ordering on behalf of a Teacher) will select a student, then click the Punchout dropdown menu, select the Vendor, and click the order button. This will take the Teacher/Admin/Parent directly to the Punchout Vendor’s website.

Note: The first time a Teacher uses the punchout feature, they will have to set up their own personalized account and give the selected vendor a few details about themselves, (first and last name, email address, etc.) so the Vendor can provide more personalized service to each Teacher, such as keeping track of previous orders and preferences. This **MUST** be done **BEFORE** an Admin or Parent can order on the Teacher’s behalf.

After the Teacher sets up their account with the vendor, they can begin adding items to their cart on the Vendor’s website for the Student they have selected from the OPS order form. When they are ready, they can proceed to checkout and click “Submit Items for Approval.” After this happens, the user is taken back to OPS to the Pending Order Summary page for that request.

When the order request is Approved, then Processed within OPS by an Admin, a “Send Electronic PO” button will appear. When this button is pressed an electronic PO will be sent to the Vendor in an XML format. The OPS Admin should then get an approval message that the PO has been received by the Vendor. OPS keeps track of whether or not the PO has been sent, so that POs cannot be sent more than once.

After the PO is received and processed by the Vendor, the order is shipped to the address selected, then marked Received, Invoice Matched, and Paid just like other orders.

Additionally, through the Vendors’ Business portal, school Admins can check the status of their business account requests/orders and get more detailed information about their purchasing history.

Project Approach

OPS Deliverables:

- Fully functional Online Purchasing System
- Spreadsheet Templates to be completed by the Client
- Populate databases with Vendor data provided by Client
- Populate databases with current Student data imported from Client SIS
- Annual application rollover on 5/1/2025
- Archival of previous years order data upon rollover to consecutive school year
- Establish nightly SIS bridge (optional)
- Establish accounting expense item export (optional)
- Implement Vendor Login (optional)
- Facilitate Punchout Integrations (optional)
- Implement Parent Access (optional)
- Provide the Punchout Vendor contact for getting Pay by Invoice business account set-up
- Once the Punchout business accounts are established and the credentials are established, OPS intends to set up the accounts within OPS
- Provide additional support in using this new feature, and assist in troubleshooting with Punchout Vendors any issues that may occur
- One online Administrator training session
- Ongoing tech support during normal business hours

Client Deliverables:

- All downloadable documents that are to be posted, provided in digital format. Specifically in PDF or non-modifiable Word Documents
- All data needed to populate back end database in completed set up spreadsheet template provided by OPS. This includes school name, address and tax rate, vendor records, subject categories, counties, custom VCI and EMR PO text, school logo and signature image. EMR vendors can be the same across multiple schools, but VCI data is often region-specific and requires individual sets of VCI records
- Student funding calendar for the purpose of determining the allotment of educational units based on enrollment date
- Funding schedule (i.e. Initial EUs = \$400.00, 01-12-2021 EU = \$300.00)
- Client is responsible for establishing their own "Pay by Invoice" account with Punchout Vendors and to manage and train their staff accordingly

Project Steps

Vendor records, subject categories and counties served are provided directly from the Client using a provided template. Student and Teacher records are imported by means of an automated SIS importer. After all necessary information is received and implemented, the system is presented for final approval prior to going live. It is at this time that online training sessions will be conducted. Student and Teacher records would then update nightly from Client SIS export, inactivating any records with exit dates.

The system should be available for teachers to begin all ordering approximately 1 week after all their student, teacher, and vendor data is provided, or according to a revised schedule.

Travel and related expenses will be billed additionally at cost plus 20% for coordination. Additional customizations beyond the scope of this agreement will be billed at the rate of \$125.00 per hour and outlined in Change Orders that will require Client approval prior to execution.

Project Costs

Application and Database Set-up	\$ N/A
OPS 24 Annual Subscription Fee (Based on enrollment of 1621 students each @ \$ 15.3 annually)	\$ 24,801.30
SIS Bridge (Initial, non-reoccurring implementation fee)	\$ N/A
Accounting Export (Initial, non-reoccurring implementation fee)	\$ N/A
Vendor Login (Initial, non-reoccurring implementation fee)	\$ N/A
Punchout Integration Package (PIP) (Initial, non-reoccurring implementation fee)	\$ N/A
PIP Support/Maintenance Fee (Based on enrollment of 1621 students at \$1.44 annually)	\$ 2,334.24
Parent Access (PA) (Initial, non-reoccurring implementation fee)	\$ N/A
PA Support/Maintenance Fee (Based on enrollment of 1621 students at \$0.36 annually)	\$ 583.56
Total Project Cost:	\$ 27,719.10
Discount (Option A: Less 10% for Pre-paid Annual Subscription)	\$ -2,771.91
Total (Option A, Pre-paid Annual Subscription)	\$ 24,947.19
Total (Option B, Monthly Payments)	\$ 27,719.10

Due on Acceptance (Option A) \$ 24,947.19

Due on Acceptance (Option B) \$ 2,309.93 (Set-up and Implementation Fees \$ N/A + 1st month subscription \$2,309.93)

Due Monthly (Option B) \$ 2309.93

Important Note: This proposal is based on the current number of student and budget IDs in the OPS system totaling 1621 at the combined annual rate of \$17.10 ea. This agreement is for the definite term of twelve months as agreed by the parties. At the end of this Annual Service Agreement, unless other arrangements are made, the subscription will automatically renew on a month-to-month basis. The subscription fee will be based on the current number of student IDs in the OPS system in March of 2025.

Contact Information:

OPS
 PO Box 126, Beaver, WA 98305
 Guy Stokley, 530.265.3333, or send E-mail to guy@opslr.com
 Joe Lawrence, 951.259.0716, or send E-mail to joe@opslr.com

Total Annual Subscription Cost for the Period of July 1, 2024 - June 30, 2025: \$ 27,719.10

Monthly Subscription Fee: \$ 2,309.93

This Services Agreement (“Agreement”) is entered into between OPS and Client. This Agreement includes and incorporates this Proposal and the accompanying Standard Terms, as such Terms may be amended from time to time. Each Party’s acceptance of this Agreement is expressly conditions upon the other’s acceptance of the Terms contained in the Agreement to the exclusion of all other terms.

On Behalf of Client: Name: _____
 Title: _____
 Date: _____ Payment Option _____

Partners on Behalf of OPS: Guy Stokley: *Guy M. Stokley* _____
 Sam Frangiamore: *SF* _____
 Date: 4/1/2024

SERVICES, PRICES AND PAYMENT

Upon execution of the Proposal, Client shall pay OPS a non-refundable advance of amount specified on previous page. Monthly subscription fees are due OPS on the first day of every month and/or as of the date listed therefor in the Proposal. Late payments will incur a \$20 late fee. If Client halts work or wishes to terminate this Agreement, Client agrees to pay for all work completed or hours spent, and any pre-approved out-of-pocket expenses incurred. Any prepayment or monthly fees received by OPS shall be non-refundable. For any Services requiring OPS to travel, Client agrees to reimburse OPS for its actual, reasonable travel and other out-of-pocket expenses. Client shall be responsible for any collection expenses, and for all taxes associated with the Services, except those based on OPS's net income. If Client becomes delinquent in its payments, any deliverables due to Client may be withheld until Client is current, and late fees may be charged. Upon payment therefor, any and all deliverables conceived by OPS during this engagement relative to OPS's duties under this Agreement (the "Deliverables") shall be licensed by OPS to the Client on a perpetual basis for the purpose directly listed in the Proposal and no other purpose. If OPS works on materials or documents provided by Client ("Materials"), the Materials shall belong to the party holding title thereto. Client hereby assigns any and all potential right, title, interest and claims to the Deliverables to OPS. Client shall not transfer or copy the Deliverables for delivery to any party for utilization by said party without OPS's prior consent; provided, however that Client may assign the Deliverables in any merger, acquisition, or other purchase or transfer of Client's assets. The intent of the preceding sentence is to prevent Client from disseminating templates or the like designed by OPS for Client to other parties with whom OPS may contract in the future, thereby potentially decreasing the market for OPS's services. Client is responsible for using any Deliverables to achieve Client's intended results. Client authorizes OPS to access its account, with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs that need access for OPS to perform the Services. OPS may rely on all decisions and approvals made by employees and agents of Client, oral or written (including extranet or email). Client's request for any changes must be in writing. OPS shall not be obligated to perform tasks described in Client's request until the Parties agree in writing to the proposed change and hourly rate therefor. Upon contract signing, OPS may mention its relationship, show its work, and utilize Client's logo in marketing presentations, and, upon delivery of its work, if desired by OPS, link OPS's web site to the area on Client's site displaying the Deliverables, and, at OPS's request, Client shall include OPS's logo in an appropriate area on its web site, which OPS may revoke at its discretion.

CONFIDENTIALITY

Each Party agrees to maintain the confidentiality of any business, operational or technical information provided by the other Party pursuant to this Agreement hereunder that a reasonably prudent person would understand to be revealed under a duty of confidentiality (the "Proprietary Information"), and to only use it in carrying out its rights and obligations under this Agreement. The Services furnished by OPS, its intake process and link/email survey and form questions promulgated to the Client, its creative brief made therefrom, and the terms of and pricing under this Agreement are OPS's Proprietary Information. The confidentiality obligations shall not apply to any material or information that the receiving Party can document (i) is or becomes generally available to the public; (ii) was in its possession or known by it prior to receipt from the other Party; (iii) was rightfully disclosed to it by a third party; (iv) was independently developed without use of the other Party's Proprietary Information; or (v) is required to be disclosed by law.

WARRANTIES AND DISCLAIMER

OPS shall indemnify, defend and hold Client harmless from and against any third party claims, suits, demands, actions and proceedings, judgments, penalties, damages, costs and expenses (including reasonable legal fees and costs), losses or liabilities ("Damages") arising out of a claim against Client that the deliverables developed by OPS and provided to Client hereunder constitute an infringement of any copyright held by a third party in the United States, by paying the damages actually awarded against Client in any such suit or proceeding brought by a third party against Client, up to the amount paid by Client hereunder for the offending Deliverable. OPS shall not be obligated to defend or be liable for costs and/or damages under this Section if the alleged infringement (1) arises out of or is in any manner attributable to any modification of any of its deliverables by any other party, or (2) is due to the operation of any computer hardware or software not listed in OPS's technical specifications or (3) arises out of or is in any manner attributable to the collateral or content provided by Client or any other party to OPS for use hereunder (for which Client shall indemnify OPS). Client warrants, represents, and unconditionally guarantees that it has sufficient rights in any and all materials it is providing to OPS hereunder, including but not limited to any elements of text, fonts, graphics, photos, designs, trademark, artwork or the like (the "Client Materials") for OPS to complete the Services contemplated by this Agreement, including but not limited to any necessary authorization, release, clearance or license related to any rights of ownership, privacy, publicity, or intellectual property; and it will not provide OPS for use hereunder with any Client Materials that infringe any third party's intellectual property or other proprietary rights. Client hereby agrees to indemnify, defend, and hold harmless OPS, its employees, subcontractors, and agents, against any third-party damages, losses, liabilities, taxes, tariffs, settlements, or expenses (including, without limitation, costs, and attorneys' fees), in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Client Materials, Client's exercise of Internet electronic commerce, or the Services. OPS and Client will indemnify and hold each other harmless from and against all losses, damages, and/or claims caused by their negligence or failure to act under this Services Agreement. If either party incurs attorneys' fees and court costs due to litigation arising under this Agreement, the prevailing party in such litigation shall be entitled to recover such attorney's fees and court costs from the non-prevailing party. Should any of the Services or Deliverables not comply with OPS's specifications therefor, Client must inform OPS of the deficiency within 30 days of receipt and OPS shall use commercially reasonable efforts to remedy. If compliant Services cannot be provided within a reasonable time, Client's remedy shall be to terminate this Agreement. Client understands that any Internet Service Provider (ISP)'s services require a separate contract with that ISP. Client agrees to

select an ISP that allows OPS full access to its Web site and a cgi-bin directory via FTP. Due to conditions beyond its control, OPS does not warrant that the operation of the Deliverables, including any portion of Client's Web site, will be uninterrupted or error-free. Any warranties, indemnities, guarantees, and representations, express or implied, are specifically disclaimed, including, but not limited to, any warranty of non-infringement, merchantability, title, or fitness for a particular purpose and implied warranties arising from course of dealing or performance, except to the extent that such disclaimers are held to be legally invalid. OPS also disclaims any warranty regarding any benefit Client might obtain from the Services, and the operation or appearance or interaction of the Deliverables with Client's web site.

LIMITATION OF LIABILITY

AS ALL DELIVERABLES PROVIDED HEREUNDER SHALL BE BASED ON CLIENT'S CONTENT, SPECIFICATIONS AND MATERIALS, ALL OPS SERVICES AND DELIVERABLES ARE PROVIDED "AS IS". IN NO EVENT SHALL OPS OR CLIENT BE LIABLE FOR LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES, LOSS OF USE OR OF DATA, OR FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUSINESS INTERRUPTION OR LOSS OF PROFITS (EXCEPT IN THE CASE OF NONPAYMENT), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT. OPS SHALL IN NO EVENT BE LIABLE HEREUNDER FOR DAMAGES EXCEEDING THE FEES PAID BY CLIENT FOR THE SERVICES THAT DIRECTLY GAVE RISE TO SUCH DAMAGES.

MISCELLANEOUS

All Sections of this Agreement that by their nature should survive termination or expiration will survive, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. Except for payment obligations, neither Party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, embargoes, fire, floods, terrorist attacks, earthquakes, accidents, strikes, sickness, computer viruses, or the like. In the event of any such delay, any period of time for action by said Party may be deferred for a period sufficient to resume normal business activities. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority to bind OPS in any respect. OPS shall have the right to use third parties in performance of the Services and, for purposes of this Agreement, all references to OPS shall be deemed to include such third parties/subcontractors. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications, proposals, and other understandings related to the subject matter of this Agreement. All waivers and modifications must be in writing signed by both Parties in ink, except as otherwise provided. The Parties expressly agree that any pre-printed or other terms on any purchase order, request for proposal, or other document shall have no force or effect, even if signed by the Parties after the date hereof. If a court of competent jurisdiction determines as a part of a final non-appealable judgment that any provision of this Agreement is illegal or otherwise unenforceable, it will be limited to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any notice under this Agreement will be in writing and will be deemed to have been duly served the day after it is sent, if sent by next day commercial courier delivery (e.g., Federal Express). The Parties have read this Agreement and had the opportunity to consult with their legal advisors. It will be fairly interpreted in accordance with its terms and without any strict construction against either Party. From time to time, governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Client agrees that it is solely responsible for complying with said laws, taxes, and tariffs, and will hold harmless, protect, and defend OPS and its subcontractors from any claim, suit, penalty, tax or tariff arising therefrom. No failure or delay on the part of a Party in exercising any right, power or remedy shall operate as a waiver thereof; nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. This Agreement and all transactions hereunder shall be governed in all respects by the laws of the State of California, without regard to either its conflicts or choice of laws rules or the application of the United Nations Convention on Contracts for the International Sale of Goods. In any action to enforce rights under this Agreement, the prevailing party may recover its reasonable costs and attorneys' fees. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and each of which alone and all of which together, shall constitute one instrument. In making proof of this Agreement, it is only necessary to produce or account for the counterpart signed by the Party against whom this Agreement is to be enforced. A facsimile or photocopy thereof of any autograph is deemed an original signature, and the fax/copy shall be an original counterpart. The signatures on the Proposal evidence that the Parties agree to these Terms.