

Ivy Hill Prep Charter School

Board of Trustees Meeting - Ivy Hill Prep

Amended on May 20, 2020 at 9:33 AM EDT

Date and Time

Monday May 25, 2020 at 6:30 PM EDT

Location

Pursuant to Governor Cuomo’s Executive Order 202.1 issued, on March 12, 2020, suspending the in-person public participation provisions of the Open Meetings Law, IVY HILL PREP’s Board Meeting will be held electronically via <https://zoom.us/j/9699543901>, until further notice. Members of the public may listen to or view the board meeting by also connecting to the zoom link at <https://zoom.us/j/9699543901>. A recording of the meeting will be transcribed and posted on Ivy Hill Prep’s website at: <https://www.ivyhillprep.org/home>

TRUSTEES SHOULD ENSURE VIDEO CAPACITY IS ENABLED FOR MEETING/VOTING PURPOSES

IVY HILL PREP - BOARD OF TRUSTEES

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:30 PM
Opening Items			
A. Call the Meeting to Order		Marsha Michael	5 m
<ul style="list-style-type: none"> • Welcome Guests • Public Comments 			
B. Record Attendance and Guests		Kimberly Wedderburn-Henderson	1 m
C. Approve April 2020 Board Meeting Minutes	Approve Minutes	Kimberly Wedderburn-Henderson	4 m
Approve minutes for Board of Trustees Meeting - Ivy Hill Prep on April 27, 2020			
D. Vote to Approve Agenda	Vote	Marsha Michael	2 m
II. Governance			6:42 PM

A. End of Year Compliance - Annual Report	Discuss	Marsha Michael	5 m
<ul style="list-style-type: none"> • Annual Report Due - August 1st. • Trustees to Provide Financial Interest Disclosure Form by July 1st. 			
B. Renewal Chart - Year 2 Goals	Vote	Marsha Michael	5 m
C. Trustee Succession Planning	Discuss	Marsha Michael	5 m
<ul style="list-style-type: none"> • Discuss 3 Trustee Terms Expiring • Need for 2 Officers (Secretary & Vice-Chair) 			
III. Finance Committee			6:57 PM
Finance			
A. Review Current Financial Dashboard	Discuss	Nataki Williams	10 m
B. Vote to Approve Year 2 Budget	Vote	Nataki Williams	20 m
C. Vote to Approve Salary Bands	Vote	Jennifer Small	5 m
<ul style="list-style-type: none"> • Leadership Salary Bands • Teacher Salary Bands 			
D. Vote to Approve Bids	Vote	Brandon Parker	10 m
<ul style="list-style-type: none"> • Review Cafeteria Tables Bids • Review Security Bids • Review Technology Services Bid 			
IV. Academic Achievement			7:42 PM
Academic Achievement			
A. Academic Dashboard	Discuss	Ambrosia Johnson	10 m
V. Head of School Update			7:52 PM
A. HOS Report	Discuss	Ambrosia Johnson	15 m
VI. Facilities Update			8:07 PM
A. Update on Renovation Process	Discuss	Brandon Parker	5 m
VII. Head of School Evaluation & Support Committee			8:12 PM
A. Discuss Committee Next Steps	Discuss	Adam Jimenez-Schulman	5 m
VIII. Development			8:17 PM
Development			
A. Reminder of Board Giving Goal	Discuss	Tanisha James	5 m
B. Discuss Development Initiatives	Discuss	Tanisha James	5 m

- Plan for trivia night on hold until further notice

IX. Closing Items

8:27 PM

A. Adjourn Meeting

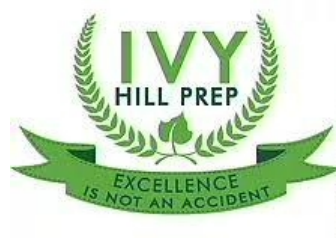
FYI

Marsha Michael

Cover Sheet

Approve April 2020 Board Meeting Minutes

Section: I. Opening Items
Item: C. Approve April 2020 Board Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board of Trustees Meeting - Ivy Hill Prep on April 27, 2020



Ivy Hill Prep Charter School

Minutes

Board of Trustees Meeting - Ivy Hill Prep

Date and Time

Monday April 27, 2020 at 6:30 PM

Location

Pursuant to Governor Cuomo's Executive Order 202.1 issued, on March 12, 2020, suspending the in-person public participation provisions of the Open Meetings Law, IVY HILL PREP's Board Meeting will be held electronically via <https://zoom.us/j/9699543901>, until further notice. Members of the public may listen to or view the board meeting by also connecting to the zoom link at <https://zoom.us/j/9699543901>. A recording of the meeting will be transcribed and posted on Ivy Hill Prep's website at: <https://www.ivyhillprep.org/home>

TRUSTEES SHOULD ENSURE VIDEO CAPACITY IS ENABLED FOR MEETING/VOTING PURPOSES

IVY HILL PREP - BOARD OF TRUSTEES

Directors Present

A. Laniyan (remote), D. Lewis, J. Small (remote), K. Wedderburn-Henderson (remote), M. Kane (remote), M. Michael (remote), N. Williams (remote), T. James (remote)

Directors Absent

A. Jimenez-Schulman

Directors Arrived Late

D. Lewis

Guests Present

A. Johnson (remote), B. Parker (remote)

I. Opening Items

A. Call the Meeting to Order

M. Michael called a meeting of the board of directors of Ivy Hill Prep Charter School to order on Monday Apr 27, 2020 @ 6:34 PM at **Pursuant to Governor Cuomo’s Executive Order 202.1 issued, on March 12, 2020, suspending the in-person public participation provisions of the Open Meetings Law, IVY HILL PREP’s Board Meeting will be held electronically via <https://zoom.us/j/9699543901>, until further notice. Members of the public may listen to or view the board meeting by also connecting to the zoom link at <https://zoom.us/j/9699543901>. A recording of the meeting will be transcribed and posted on Ivy Hill Prep's website at: <https://www.ivyhillprep.org/home>**

TRUSTEES SHOULD ENSURE VIDEO CAPACITY IS ENABLED FOR MEETING/VOTING PURPOSES

B. Record Attendance and Guests

C. Approve March 2020 Board Meeting Minutes

M. Michael made a motion to approve the minutes from. Board of Trustees Meeting - Ivy Hill Prep on 03-23-20

K. Wedderburn-Henderson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

T. James	Aye
N. Williams	Aye
A. Jimenez-Schulman	Absent
M. Kane	Aye
K. Wedderburn-Henderson	Aye
M. Michael	Aye
A. Laniyan	Aye
J. Small	Aye
D. Lewis	Absent

D. Vote to Approve Agenda

M. Michael made a motion to Approve Agenda.

T. James seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

N. Williams	Aye
A. Jimenez-Schulman	Absent
M. Kane	Aye
M. Michael	Aye
A. Laniyan	Aye
T. James	Aye
D. Lewis	Absent
K. Wedderburn-Henderson	Aye
J. Small	Aye

M. Michael made a motion to Approve Agenda.

T. James seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

D. Lewis	Absent
M. Michael	Aye
J. Small	Aye
M. Kane	Aye
T. James	Aye
N. Williams	Aye
A. Jimenez-Schulman	Absent
A. Laniyan	Aye
K. Wedderburn-Henderson	Aye

II. Governance

A. Governance Amidst COVID 19 Pandemic

B. Vote on Remote Instruction Staff Policy

C. Discuss Authorizer Baseline Check-In

The Authorizer Baseline Check-in outlines the framework for the authorizer desk audit. It outlines the documents requests and the responsible party for managing those documents.

D. Discuss Authorizer Board Evaluation Criteria

NYSED will also evaluate our board meetings. The Board will look into the evaluation criteria and make sure the meetings meet the requirements set forth by the authorizer.

E. Discuss Commonly Used Charter School Terms

The Common Charter School terms is a tool for Board Members without an education background.

D. Lewis arrived late.

F. Board Development - Prospective Trustee Questionnaire

The Prospective Trustee Questionnaire will be used for prospective board members.

III. Finance Committee

A. Review Current Financial Dashboard

The financial indicators reveal suitable asset to liability ratio, currently the ratio is 2.77 and should never drop lower than 1. Cash on Hand is at 83 days, but should be over 90. The difference is not drastic, but we have struggled to keep it above 90 all fiscal year. At this rate, we are at risk of having only one-month of cash on hand by June because the monthly expenditures are \$260,000 and we currently only have a cash balance of \$365,000. Our total spending vs. revenue margin is negative but should be positive. The Debt to Asset Ratio is at .77 and should be below .9. \$130,316 in grant fund were received as of 3.31.2020.

The fiscal year is 75% complete and we have received 73% of our revenue. Our expenses are at 56% trending below the 75% mark. We received the final payment from the DOE on April 24, 2020 for general education and special education students.

B. Review Year2 Draft Budget

The 2020-2021 draft budget will continue to be fleshed out by the Finance Committee. Some notable changes are the addition of the Special Education Teacher and the removal of the Operations Fellow position. Payroll services numbers still need to be amended.

The Board also discussed the cost of instructional staff development. The Board recommended using more creative and economical ways of continuing professional development due to these uncertain times.

C. Vote to Approve Salary Bands -Vote Tabled to May Meeting

D. Vote/Discuss Director of Finance Position - Tabled to May Meeting

The Board discussed the addition of the Director of Finance position. The Back-office provider may not be the best fit for our goal of financial prudence. The vote on a Finance Director was tabled for a meeting in the future. The Year 2 Budget must be finalized by June 30, so we will need to determine if these salary bands are sustainable.

Head of School stated that she is looking forward to talking with a facilitator. She does not agree with having an In-House Director of Finance and stated that other Charter Schools have found that a Director of Finance did not work well. She went on to state that the current Back Office Provider is doing a deep dive into the finances and so far it has revealed that the financials are in a good place both short and long term.

E. Vote to Approve School Furniture Bid

Management sought out quotes from four Vendors, but only three vendors were presented to the Board. One vendor could not align with our color scheme and therefore was omitted from consideration. The school furniture bid will supply enough furniture for Ivy Hill Prep through the fifth year.

Management recommended the Chameleon Group furniture bid of \$34,129.20.

The Board questioned the timing of such a large expenditure and inquired if this order could wait. Management explained that CSP funds are available and expire at a certain date.

M. Michael made a motion to Approve School Furniture Bid.

J. Small seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

M. Kane	Aye
J. Small	Aye
K. Wedderburn-Henderson	Aye
D. Lewis	Aye
A. Laniyan	Aye
T. James	Aye
N. Williams	Aye
M. Michael	Aye
A. Jimenez-Schulman	Absent

IV. Academic Achievement

A. Academic Achievement Amidst COVID 19 Pandemic

- Continuity of Education Plan was due to the authorizer on March 27, 2020 . The authorizer expects for the plan to be a living breathing document and evolve over time.
- The Academic Achievement Committee had a discussion with Management about the definition of instructional time. The Committee interpreted instructional time as time in which teachers are working directly with students over Zoom. Management believes this also included independent work time.
- The Committee decided to continue using Zoom, despite the DOE discontinuing use of the platform.

B. Vote to Approve Amended Enrollment Policy

- The enrollment policy was amended to include a process by which parents can submit documentation online.

M. Michael made a motion to approve amended enrollment policy.

K. Wedderburn-Henderson seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

J. Small	Aye
K. Wedderburn-Henderson	Aye
M. Kane	Aye
M. Michael	Aye
N. Williams	Aye
A. Laniyan	Aye
T. James	Aye
A. Jimenez-Schulman	Absent
D. Lewis	Aye

V. Head of School Update

A. Discuss Academic Dashboard

M. Michael made a motion to approve Amended Enrollment Policy.

M. Kane seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

J. Small	Aye
M. Michael	Aye
T. James	Aye
N. Williams	Aye
M. Kane	Aye
A. Jimenez-Schulman	Absent
D. Lewis	Aye
K. Wedderburn-Henderson	Aye
A. Laniyan	Aye

B. HOS Report

Dashboard

The Head of School reported that there is no change in the demographics of the school. The current enrollment is 116 students. There was no attrition and no out-of-school suspensions during the month of April.

Assessments:

The Math Interim assessment was held on March 11 and March 12. All but one class hit the benchmark of 75%.

Literacy assessment will resume on Monday May 4.

2020-2021 Enrollment

All 60 kindergarten seats are filled with a healthy waitlist of 159 students. 9 out of 10 first grade seats have been filled and 2 out of 2 second grade seats are filled.

Distance Learning Plan

The first version of virtual learning expired on April 21. This plan included the distance learning included 1:1 video conferencing instruction, distance learning binders, packets, and online games.

Ivy Hill Prep Distance Learning Plan is currently in version 2.0. The students will no longer be using the distance learning binder and will have increased instructional time with their teachers and submit work to be graded.

Every Monday, a video model of a teacher working with a student will be posted on youtube. Parents watch the video model and can use it to guide home instruction. 1:1 video sessions have continued, but have increased to four times per week. The students will use the Lexia app 40 minutes/day. Some parents voiced concerns about keeping up with submitting work, but generally the feedback from families has been positive overall.

School Culture

Ivy Hill Prep held a virtual spirit week. The feedback from families have been very positive so far. The school culture is also continued through virtual martial arts and dance lessons that include parents.

VI. Facilities Update

A. Update on Renovation Process

Student lockers have arrived. The renovation process is currently in phase III and there are no delays anticipated.

VII. Head of School Evaluation & Support Committee

A. Discuss Committee Next Steps

The HOS contract and evaluation rubric are not finalized yet. The goal is for the rubric to be finalized by May 2020 and the Evaluation Process to be complete by July 2020.

VIII. Development

A. Reminder of Board Giving Goal

The Board was reminded of the Board Giving Goal.

B. Discuss Development Initiatives

Trivia Night is on pause until the shutdown is over. Once the pandemic is over and restaurants reopen, a new date will be scheduled.

IX. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:30 PM.

Respectfully Submitted,
M. Michael

CERTIFICATE OF THE SECRETARY

The undersigned does hereby certify that the undersigned is the Secretary of the Corporation an education Corporation duly organized and existing under the law of the State of New York; and that the Meeting Minutes of said Corporation were duly and regularly adopted as such by the Board of Trustees of said Corporation.

Secretary: Kimberly Wedderburn-Henderson
Date: May 25, 2020

Cover Sheet

End of Year Compliance - Annual Report

Section: II. Governance
Item: A. End of Year Compliance - Annual Report
Purpose: Discuss
Submitted by:
Related Material: FinancialDisclosure2019 (1).doc
IHP Year 1 Annual Report Checklist.pdf

Disclosure of Financial Interest by a Current or Proposed Board of Trustees Member

Name:

Name of Charter School Education Corporation (the Charter School Name, if the charter school is the only school operated by the education corporation):

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g. president, treasurer, parent representative).
2. Are you an employee of any school operated by the education corporation?
 Yes **No**

If **Yes**, for each school, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

3. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?
 Yes **No**

If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

4. Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six-month period prior to such service. If there has been no such interest or transaction, write **None**. Please note that if you answered **Yes** to Questions 2-3 above, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of financial interest/transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to you
<i>Please write "None" if applicable. Do not leave this space blank.</i>			

5. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) living in your house had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the school(s) that is/are doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, write "**None**."

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest
<i>Please write "None" if applicable. Do not leave this space blank.</i>				

Signature

Date

Please note that this document is considered a public record and, as such, may be made available to members of the public upon request under the Freedom of Information Law. Personal contact information provided below will be redacted.

Business Telephone:

Business Address:

E-mail Address:

Home Telephone:

Home Address:

last revised 08/21/2018



IVY HILL PREP BOARD OF TRUSTEES ANNUAL REPORT REQUIREMENTS

Our first annual report is due on August 1, 2020. Below is a list of the necessary entries.

1. Entry 1 – School Information and Cover Page
 - Official School Name (as chartered) and Popular School Name
 - Charter Authorizer as of June 30, 2020
 - District/CSD of Location
 - Date of Initial Charter
 - Date School First Opened for Instruction
 - Approved School Mission (Regents, NYCDOE and Buffalo BOE authorized schools only)
 - Key Design Elements (Regents, NYCDOE and Buffalo BOE authorized schools only)
 - School Website Address
 - Total Maximum Approved Enrollment for 2019-20 SY
 - Total Enrollment on June 30, 2020
 - Grades Served during the 2019-20 School Year
 - Charter Management Organization/Educational Management Organization (if applicable), including contact information (name, email address, telephone number)
 - Facilities Contact Information: physical address(es), phone number(s), district/CSD, and grades served in 2019-20 and to be served in 2020-21; Emergency Contact Name, Title, and Phone Number (This information should match school information housed in the SEDREF system); Public (co-location) or Private Space Information for each site; and COO and Fire Inspection Documentation for each private site.
 - Summary of Material and Non-Material Charter Revisions approved or pending in 2019-20 including updates to the school’s board of trustee bylaws, enrollment policy, discipline policy, or complaint policy (IHP Amended Enrollment Policy)
 - Name and Position of Person who Completed/Submitted the 2019-20 Annual Report
 - Names and Signatures of the Charter School Leader(s) and Board Chair
2. Entry 2 – NY State School Report Card
3. Entry 3 – Progress towards goals – See Template in Manual
4. Entry 4 – Total Expenditure & Administrative Expenditure per Child
 - See Calculation Formula in NYSED Annual Report Guide
5. Entry 5 – Audited Financial Statement due by **Nov 1**
 - Entry 5b – Audited Financial Statement – Use NYSED Template
 - Entry 5c – Additional Financial Documents
 - Entry 5d – Financial Contact Information

*Through high-quality curriculum and instruction, intentional leadership development, and a commitment to excellence in all that we do, **Ivy Hill Preparatory Charter School** educates kindergarten through fifth grade scholars to thrive in middle and high school, graduate from the college of their choice, and access lives of purpose and opportunity.*



IVY HILL PREP BOARD OF TRUSTEES ANNUAL REPORT REQUIREMENTS

6. Entry 6 – Fiscal Year Budget – See NYSED Template
7. Entry 7 – Board of Trustee Disclosure of Financial Interest (all forms as one PDF document)
8. Entry 8 – Trustee Membership Table
9. Entry 9 – Final Approved Meeting Minutes from July 2019 – June 2020.
10. Entry 10 – Enrollment & Retention Data
11. Entry 11 – Teacher and Administrative Attrition
12. Entry 12 – Percent of Uncertified Teachers
13. Entry 13 – Organizational Chart
14. Entry 14 – School Calendar

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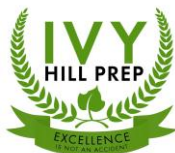


IVY HILL PREP BOARD OF TRUSTEES ANNUAL REPORT REQUIREMENTS

INFORMATION ON CURRENT VOTING MEMBERS OF THE BOARD OF TRUSTEES FOR ALL CHARTER SCHOOLS

Voting Trustee Name and Email Address	Position on the Board (e.g., officers or constituent representatives)	Committee Affiliation(s)	Number of Terms Served	Current Term Start and End MM/YY
Marsha D. Michael Email: marsha.michael.esq@gmail.com	Board Chair	Governance, Academic Achievement, HOS Evaluation & Support, (Temporary Membership: Finance, Development)	1	06/18-07/20
Nataki Williams Email: NatakiWilliams1@gmail.com	Treasurer	Finance (Chair), Development, HOS Evaluation & Support	2	07/19-07/20
Kimberly Wedderburn- Henderson, Esq., Email: wedderburnlaw@gmail.com	Secretary	Governance & Academic Achievement	1	06/19-07/20
Adam Jimenez-Schulman Email: a.jimenez.schulman@gmail.com		Academic Achievement, Finance, HOS Evaluation & Support (Chair)	1	06/18-07/20

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IVY HILL PREP BOARD OF TRUSTEES ANNUAL REPORT REQUIREMENTS

Derrick Lewis Email: derricklewis@gmail.com		Finance & Development	1	06/18-07/21
Jennifer Small Email: jennifer.p.small@gmail.com		Finance & Development	1	06/18-07/21
Maimouna Kane Email: mkane@eagleharlem.org		Academic Achievement	1	02/20-07/22
Tanisha James Email: tjames@cooley.com		Development	1	02/20-07/21
Adam Laniyan Email: adam@laniyan.net		Finance, Development	1	02/20-7/22

**INFORMATION ON CURRENT
NON-VOTING MEMBERS OF THE BOARD OF TRUSTEES
FOR REGENTS, NYC DOE AND BUFFALO BOE CHARTER SCHOOLS**

Non-Voting Trustee Name and Email Address	Constituent Representative	Committee Affiliation(s)	Number of Terms Served	Current Term Start and End MM/YY
N/A	N/A	N/A	N/A	N/A

All Schools	Total number of Voting Members on June 30, 2020:	9
	Total number of Voting Members added during the 2019-2020 school year:	4

*Through high-quality curriculum and instruction, intentional leadership development, and a commitment to excellence in all that we do, **Ivy Hill Preparatory Charter School** educates kindergarten through fifth grade scholars to thrive in middle and high school, graduate from the college of their choice, and access lives of purpose and opportunity.*



IVY HILL PREP BOARD OF TRUSTEES ANNUAL REPORT REQUIREMENTS

	Total number of Voting Members who departed during the 2019-2020 school year:	1
	Total Number of Voting members in 2019-2020, as set by the board in bylaws, resolution or minutes:	5-15
Regents, NYCDOE, & Buffalo BOE Schools	Total number of Non-Voting Members on June 30, 2020:	N/A
	Total number of Non-Voting Members added during the 2019-2020 school year:	N/A
	Total number of Non-Voting Members who departed during the 2019-2020 school year:	N/A
	Total Number of Non-Voting members in 2019-2020, as set by the board in bylaws, resolution or minutes:	N/A
All Schools	Number of board meetings conducted in 2019-2020:	11
	Number of board meetings scheduled for the 2020-2021 school year:	12

*Through high-quality curriculum and instruction, intentional leadership development, and a commitment to excellence in all that we do, **Ivy Hill Preparatory Charter School** educates kindergarten through fifth grade scholars to thrive in middle and high school, graduate from the college of their choice, and access lives of purpose and opportunity.*

Cover Sheet

Renewal Chart - Year 2 Goals

Section: II. Governance
Item: B. Renewal Chart - Year 2 Goals
Purpose: Vote
Submitted by:
Related Material: IHP - Year 1 NYSED Renewal Analysis.docx



Ivy Hill Prep Road to Renewal - NYSED Renewal Benchmarks

BENCHMARKS	YEAR 1 EVIDENCE OF BENCHMARK SUCCESS GLOWS & GROWS	YEAR 2 GOALS
ACADEMIC SUCCESS		
<p>BENCHMARK 1: Student Performance</p> <ul style="list-style-type: none"> • Meet or exceed indicators for academic proficiency. • Proficiency compared to district. 	<p><input type="checkbox"/> Meets <input type="checkbox"/> Approaches <input type="checkbox"/> Falls Below</p>	
<p>BENCHMARK 2: Teaching and Learning</p> <p>➤ CURRICULUM</p> <ul style="list-style-type: none"> • System in place to cultivate shared accountability and high expectations. • School has documented research-based and coherent curriculum and assessment that aligned to NYS learning standards. • Teachers engage in strategic planning to address gaps in achievement to ensure consistent high achievement. • Differentiated materials in curriculum to ensure all grade levels can master skills and concepts (including students with disabilities/ELL etc.). • Curriculum is systematically 		



Ivy Hill Prep Road to Renewal - NYSED Renewal Benchmarks

BENCHMARKS	YEAR 1 EVIDENCE OF BENCHMARK SUCCESS GLOWS & GROWS	YEAR 2 GOALS
<p>reviewed and revised.</p> <ul style="list-style-type: none"> ➤ INSTRUCTION <ul style="list-style-type: none"> • Staff has shared understanding of high-quality instruction which supports all learners. • Instruction fosters engagement with all students. • Differentiated instruction practices to ensure all learners have access to materials. • Staff provided with professional development to promote best practices and improve student success in all learning groups. ➤ ASSESEMENTS & PROGRAM EVAL <ul style="list-style-type: none"> • School uses formative, diagnostic and summative assessments. • Date driven approach. • School uses multiple measures to assess student progress toward meeting State learning standards. ➤ SUPPORTS DIVERSE LEARNERS <ul style="list-style-type: none"> • School follows NYSED approved identification for process for students with disabilities/ELL & MLL. • School provides supports to meet academic needs for all levels. 		



Ivy Hill Prep Road to Renewal - NYSED Renewal Benchmarks

BENCHMARKS	YEAR 1 EVIDENCE OF BENCHMARK SUCCESS GLOWS & GROWS	YEAR 2 GOALS
<ul style="list-style-type: none"> School has system to monitor progress of individual students to assist with communication between any intervention services and classroom teachers. 		
<p>BENCHMARK 3: Culture, Climate, and Student and Family Engagement</p> <ul style="list-style-type: none"> Process and procedure to address chronic absenteeism so that all students are fully engaged in school community. (<i>Rate of absenteeism should be equal or less than that of the District</i>). Process in place to address out of school suspension. (<i>Suspension rates should be equal to or less than that of the district</i>). Plan in place to measure school climate and culture. <p>➤ BEHAVIOR MANAGEMENT & SAFETY</p> <ul style="list-style-type: none"> School has clear approach to manage behavior which includes written discipline that addresses when out of school suspension is appropriate. Behavior policy is implemented throughout school by all staff with 		



Ivy Hill Prep Road to Renewal - NYSED Renewal Benchmarks

BENCHMARKS	YEAR 1 EVIDENCE OF BENCHMARK SUCCESS GLOWS & GROWS	YEAR 2 GOALS
<p>fidelity.</p> <ul style="list-style-type: none"> • Tiered approach to behavior interventions which support social development. • Safe environment. • School has anti-bullying policy in place and measures to ensure bullying and harassment does not exist. • School has a Dignity for all Students Act (DASA) Coordinator identifiable by all staff. • Classrooms are conducive to learning. <p>➤ FAMILY ENGAGEMENT & COMMUNICATION</p> <ul style="list-style-type: none"> • Consistent and effective communication with parent (language appropriate). • School has multiple touch points of family engagement. • School has method in place to address family satisfaction by using surveys, feedback sessions, community forums and considers results when making school wide policies. • School has systematic and transparent process to respond to 		



Ivy Hill Prep Road to Renewal - NYSED Renewal Benchmarks

BENCHMARKS	YEAR 1 EVIDENCE OF BENCHMARK SUCCESS GLOWS & GROWS	YEAR 2 GOALS
<p>family or community concerns.</p> <ul style="list-style-type: none"> • School shares NYSED school report with parents and school community to promote transparency and accountability. • School shares NYS exam participation and rates compared to district rates. <p>➤ SOCIO-EMOTIONAL & MENTAL HEALTH</p> <ul style="list-style-type: none"> • School has systems, programs & curriculum in place to support socio-emotional mental health. • HOS collect data to track needs. • HOS collect data to assess impact of programs designed to support needs. • School provides staff with PD to support socio-emotional and mental health of students in a way that is culturally responsive. • School address needs of McKinney-Vento eligible students and has McKinney Vento coordinator staff can identify. 		
ORGANIZATIONAL SOUNDNESS		



Ivy Hill Prep Road to Renewal - NYSED Renewal Benchmarks

BENCHMARKS	YEAR 1 EVIDENCE OF BENCHMARK SUCCESS GLOWS & GROWS	YEAR 2 GOALS
<p>BENCHMARK 4: Financial Condition</p> <ul style="list-style-type: none"> • School is in sound and stable financial condition as evidence by key financial indicators below. Key financial indicators should be presented on a separate dashboard to provide context for school’s performance on the following indicators: <ul style="list-style-type: none"> ○ Current ratio ○ Unrestricted days of cash ○ Enrollment variance ○ Composite score ○ Total margin ○ Debt-to-asset ratio ○ Debt service coverage ratio • Data to be retrieved from schools independently audited financial statement. 		
<p>BENCHMARK 5: Financial Management</p> <ul style="list-style-type: none"> • School operates in a fiscally sound manner with realistic budgets pursuant to a long-range plan, use of appropriate internal controls and procedures and in accordance with State law and generally accepted accounting practices. Evidence of this will be based on whether the 		



Ivy Hill Prep Road to Renewal - NYSED Renewal Benchmarks

BENCHMARKS	YEAR 1 EVIDENCE OF BENCHMARK SUCCESS GLOWS & GROWS	YEAR 2 GOALS
<p>school has:</p> <ul style="list-style-type: none"> ○ Financial professionals assigned to manage school finances. ○ Accurate and functional accounting systems. ○ Monthly budgets. ○ Budget objectives set and regularly analyzed in conjunction with underlying assumptions. ○ Surpluses allocated in fiscally sound manner which attends to social and academic needs of students. ○ Written fiscal policies ○ Compliance with State and federal financial reporting requirements. ○ School maintains internal financial controls and procedures. ○ Programmatic and independent fiscal audits conducted at least once per year. ○ Follows generally accepted accounting principles. 		
<p>BENCHMARK 6: Board Oversight and Governance</p>		



Ivy Hill Prep Road to Renewal - NYSED Renewal Benchmarks

BENCHMARKS	YEAR 1 EVIDENCE OF BENCHMARK SUCCESS GLOWS & GROWS	YEAR 2 GOALS
<ul style="list-style-type: none"> • Trustees provide competent stewardship and oversight of the school while maintaining policies, establishing performance goals and implement systems to ensure academic success, organizational viability, board effectiveness and faithfulness to the terms of the charter. • Renewal evidence based on following indicators: <ul style="list-style-type: none"> ○ Board uses annual written performance-based evaluation process to evaluate school leadership, itself and providers. ○ Board recruits and selects board members with a diverse set of skills and expertise. ○ Board demonstrates active oversight of charter school management, service providers, fiscal operations and progress toward meeting academic and other school goals through a written evaluation process. ○ Board engages in strategic and continuous 		



Ivy Hill Prep Road to Renewal - NYSED Renewal Benchmarks

BENCHMARKS	YEAR 1 EVIDENCE OF BENCHMARK SUCCESS GLOWS & GROWS	YEAR 2 GOALS
<p>improvement planning by setting priorities and goals aligned with school's mission and charter.</p> <ul style="list-style-type: none"> ○ Board regularly updates school policies when needed and receives NYSED approval prior to applicable policy implementation. ○ Board engages in ongoing professional development. ○ Board demonstrates full understanding of governance role, its legal obligations to the school and stakeholders and requirements of charter. ○ Board is familiar with NYSED Charter Performance Framework standards and has a plan to ensure that school meets standards. 		
<p>BENCHMARK 7: Organizational Capacity</p> <ul style="list-style-type: none"> ● School has established a well-functioning organizational structure and has clearly delineated roles for staff, management and board members. 		



Ivy Hill Prep Road to Renewal - NYSED Renewal Benchmarks

BENCHMARKS	YEAR 1 EVIDENCE OF BENCHMARK SUCCESS GLOWS & GROWS	YEAR 2 GOALS
<ul style="list-style-type: none"> • School has effective leadership team. • Team clearly communicates defined mission and goals to staff and school community. • School has clear and well-established communication systems and decision-making processes. • School successfully recruits, hires and retains key personnel. • School leadership is familiar with NYSED Charter Performance Framework standards and has plan to ensure that school meets standards. • School ensures staff has the requisite skill, expertise and professional development to meet student’s needs. • School is fully staffed with personnel who can meet all operational needs including finance, human resources and communications. • School has procedure for effective collaboration among teachers. • School has formal evaluation process in place for staff. • School has mechanism to solicit teachers and staff feedback. 		



Ivy Hill Prep Road to Renewal - NYSED Renewal Benchmarks

BENCHMARKS	YEAR 1 EVIDENCE OF BENCHMARK SUCCESS GLOWS & GROWS	YEAR 2 GOALS
FAITHFULNESS TO CHARTER AND LAW		
<p>BENCHMARK 8: Mission and Key Design Elements</p> <ul style="list-style-type: none"> School is faithful to its mission and has implemented key design elements outlined in its charter. Stakeholders share common and consistent understanding of the school’s mission and key design element outlined in the charter. School has fully implemented key design elements in approved charter. 		
<p>BENCHMARK 9: Enrollment, Recruitment, And Retention</p> <ul style="list-style-type: none"> School is making progress in meeting enrollment plan in charter and retention targets for students with disabilities and ELL & MLL students and students who receive free and reduced lunch. Benchmark compared against district and charter school data: 		



Ivy Hill Prep Road to Renewal - NYSED Renewal Benchmarks

BENCHMARKS	YEAR 1 EVIDENCE OF BENCHMARK SUCCESS GLOWS & GROWS	YEAR 2 GOALS
<ul style="list-style-type: none"> ○ At least 85% of enrollment authorized in charter (minimum). ○ No less than 5% lower than district enrollment of students with disabilities/ELL/MLL. 		
<p>BENCHMARK 10: Legal Compliance</p> <ul style="list-style-type: none"> ● School has record of substantial compliance with State/federal law, regulations and charter provisions including but not limited to adhering to the following: <ul style="list-style-type: none"> ○ FOIL requests ○ Open Meeting law ○ Protecting the rights of students and employees ○ Addressing complaints ○ Financial management and oversight ○ Governance and reporting ○ Health, safety, civil rights and student assessment requirements ● School has undertaken corrective action when requested by NYSED/Board of regents and implemented necessary safeguards to maintain compliance. 		



Ivy Hill Prep Road to Renewal - NYSED Renewal Benchmarks

BENCHMARKS	YEAR 1 EVIDENCE OF BENCHMARK SUCCESS GLOWS & GROWS	YEAR 2 GOALS
<ul style="list-style-type: none"> • School has plan in place to ensure teachers are certified in accordance with applicable state law. • School has sought pre-approval from Board of regents/NYSD for any material or non-material revisions to charter. • School maintains sufficient enrollment to meet expectations detailed in enrollment plan listed in charter agreement. • School seeks guidance from legal counsel when updating documents and handling issues which arise. 		

Cover Sheet

Trustee Succession Planning

Section: II. Governance
Item: C. Trustee Succession Planning
Purpose: Discuss
Submitted by:
Related Material: Public List of IHP Board of Trustees - 2020.pdf



BOARD OF TRUSTEES

Below represents a list of the current Board of Trustees, Officers and their respective terms as approved by the board of trustees' resolution dated September 30, 2019.

1. Marsha D. Michael, Founding Trustee & Board Chair

[REDACTED]
[REDACTED]
[REDACTED]

Email: marsha.michael.esq@gmail.com

Committee Membership: Governance (Chair), Academic Achievement, HOS Evaluation & Support, (Temporary Membership: Finance, Development)

Term began 2018: 2 years (Ending July 2020)

Competency Area: Law, (Civil and Criminal for 17 Years)

Current Employment: Justice of the New York State Supreme Court.

2. Nataki Williams, Founding Trustee & Treasurer

[REDACTED]
[REDACTED]
[REDACTED]

Email: NatakiWilliams1@gmail.com

Committee Membership: Finance (Chair), Development, HOS Evaluation & Support

Term began 2018: 1 Year

Term Renewed 2019: 1 Year (ending July 2020)

Experience Area: Finance (18 Years)

Current Employment: Vice – President of Finance (Coach USA)

3. Kimberly Wedderburn-Henderson, Esq., Secretary

[REDACTED]
[REDACTED]
[REDACTED]

Email: wedderburnlaw@gmail.com

Committee Membership: Governance & Academic Achievement

Term began 2019: 1 Year (ending July 2020)

Competency Area: Law, Education (Formerly a Special Education Teacher)

Through high-quality curriculum and instruction, intentional leadership development, and a commitment to excellence in all that we do, Ivy Hill Preparatory Charter School educates kindergarten through fifth grade scholars to thrive in middle and high school, graduate from the college of their choice, and access lives of purpose and opportunity.



BOARD OF TRUSTEES

Current Employment: Education Lawyer specializing in Special Education Advocacy

4. Adam Jimenez-Schulman, Founding Trustee

[REDACTED]
[REDACTED]
[REDACTED]

Email: a.jimenez.schulman@gmail.com

Committee Membership: Academic Achievement, Finance, HOS Evaluation & Support (Chair)

Term began 2018: 2 Years (ending July 2020)

Competency Area: Education, Operations (Formerly a Director of Operations at Explore Charter School)

Current Employment: Currently working on a fellowship in the Netherlands

5. Derrick Lewis, Founding Trustee

[REDACTED]
[REDACTED]
[REDACTED]

Email: derricklewis@gmail.com

Committee Membership: Finance, Development

Term began 2018: 3 Years (ending July 2021)

Competency Area: Finance (Extensive Board Experience)

6. Jennifer Small, Trustee

[REDACTED]
[REDACTED]
[REDACTED]

Email: jennifer.p.small@gmail.com

Committee Membership: Finance, Development

Term began 2018: 3 Years (Taking over Term of Trustee who resigned – Term Ends 2021)

Competency Area: Finance (over 10 Years)

Current Employment: Stone Ridge Asset Manager

Through high-quality curriculum and instruction, intentional leadership development, and a commitment to excellence in all that we do, Ivy Hill Preparatory Charter School educates kindergarten through fifth grade scholars to thrive in middle and high school, graduate from the college of their choice, and access lives of purpose and opportunity.



BOARD OF TRUSTEES

7. Maimouna Kane, Trustee

[REDACTED]
[REDACTED]
[REDACTED]

Email: mkane@eagleharlem.org

Committee Membership: Academic Achievement

Term began 2020: 2 Years (ending July 2022)

Competency Area: Education (Educator over 13 Years)

Current Employment: English Language Arts Educator at HCZ Promise Academy HS

8. Tanisha James, Trustee

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Committee Membership: Development

Term began 2020: 1 Year (ending July 2021)

Competency Area: Law (Mergers & Acquisitions/Corporate Law over 10 Years)

Current Employment: Equity Partner at Cooley, LLP

9. Adam Laniyan, Trustee

[REDACTED]
[REDACTED]
[REDACTED]

Email: adam@laniyan.net

Term began 2020: 2 Years (ending July 2022)

Committee Membership: Finance, Development

Competency Area: Finance

Current Employment: Bloomberg

Through high-quality curriculum and instruction, intentional leadership development, and a commitment to excellence in all that we do, Ivy Hill Preparatory Charter School educates kindergarten through fifth grade scholars to thrive in middle and high school, graduate from the college of their choice, and access lives of purpose and opportunity.

Cover Sheet

Review Current Financial Dashboard

Section: III. Finance Committee
Item: A. Review Current Financial Dashboard
Purpose: Discuss
Submitted by:
Related Material: Ivy Hill Monthly Financials - April 2020.xlsx

Cover Sheet

Vote to Approve Year 2 Budget

Section: III. Finance Committee
Item: B. Vote to Approve Year 2 Budget
Purpose: Vote
Submitted by:
Related Material: IHP-Y2-Budget-Draft-05.19.20-V4.xlsx

Cover Sheet

Vote to Approve Salary Bands

Section: III. Finance Committee
Item: C. Vote to Approve Salary Bands
Purpose: Vote
Submitted by:
Related Material: IHP Teacher Salary Scale 20-21.pdf
Salary Bands for Leadership Roles .xlsx



IVY HILL PREP TEACHER SALARY SCALES

IVY HILL PREP SALARY SCALES 2020-2021				
YEARS OF EXPERIENCE	BA	BA & CERTIFIED	MA	MA & CERTIFIED
1	59,291	62,291	65,291	68,291
2	60,470	63,470	66,470	69,470
3	60,970	63,970	66,970	69,970
4	61,852	64,852	67,852	70,852
5	62,616	65,616	68,616	71,616
6	64,020	67,020	70,020	73,020
7	68,355	71,355	74,355	77,355
8	76,414	79,414	82,414	85,414

Years of Experience based on the following:

- Full time teaching at a K-12 school in an urban, rural, suburban, private or public-school setting.
- Full time teaching at an accredited Pre-K day school setting.
- Teacher coaching
- Full time teaching overseas at a full day program teaching 5 days per week ages 4-18.
- Experience must be at least 7 months in order to be rounded up to a year.

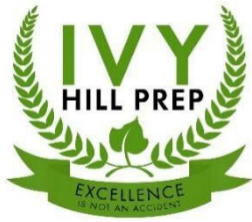
Miscellaneous Guidance:

- Academic Managers & Instructional Coaches = teacher scale and \$8,000 plus COLA increases going forward.
- Dean of Students = teacher scale and \$10,000 plus COLA increases going forward.

Cover Sheet

Vote to Approve Bids

Section: III. Finance Committee
Item: D. Vote to Approve Bids
Purpose: Vote
Submitted by:
Related Material: YR 2 - Cafe Table Bids Package.pdf
Year 2-Security Bids w-Management Rec.pdf
Yr 2 - Tech Services Bids Package.pdf



Ivy Hill Preparatory Charter School
OFFICIAL RECOMMENDATION

IVY HILL PREPARATORY CHARTER SCHOOL

Management Recommendation

04-30-2020

Recommendation:

Background:

We received formal proposals from 4 vendors. All vendors followed the requirements as outlined by management.

Recommendation:

Management recommends that we move forward with Chameleon Marketing Group. We would recommend them based on the following:

1. CMG was the lowest priced option
2. CMG will aide in setting up the cafeteria tables once they arrive.
3. CMG will be able to provide the cafeteria tables prior to June 30th.

Ivy Hill Prep

Cafertia tables

Model # MTFB12-PBTMPC- \$1,295 each

Qty 4 = \$5,180

Shipping Cost - \$625

Total: \$5,805

Ships fully assembled, Inside delivery, Lift gate needed.

Inside Delivery service means that a single freight driver will assist in bringing your shipment inside the first set of doors to your facility. The driver will not navigate stairs/elevators and may still require assistance with extremely large or heavy items.

Ship to: 75 E 57th St, Brooklyn, NY 11203





W.B Mason Co, Inc.

1160 Commerce Ave
 Bronx, NY 10462
 1-888-926-2766

Quotation Date: 04/07/20
 Quote No:
 Salesperson: Ricky Macklin
 Account Number: C2736944

Billing Address:		Shipping Address:	
Company:	Ivy Hill Prep Charter School	Company:	Ivy Hill Prep Charter School
Name:	Brandon Parker	Name:	Brandon Parker
Address:	475 E 57 th St Fl 2	Address:	475 E 57 th St Fl 2
City/State/Zip	Brooklyn, NY 11203-6010	City/State/Zip	Brooklyn, NY 11203-6010

Qty	Item Number	Product Description	Amount Each	Amount
4	MTFB12-MDPEPC-GYGY	NPS 12' Rectangle Mobile Table with Benches	\$1,393.75	\$5,575.00
1		Shipping & Install	\$1,000.00	\$1000.00
Grand Total:				\$6,575.00



Quote #QTE034469

Customer ID: IVY2005

For assistance, please contact your furniture expert:

Valid 4/3/2020 To 12/31/2020

Sharon Jefferson


sharon@worthingtondirect.com

P: 800-599-6636

Bill To
IVY HILL PREP CHARTER SCHOOL
ACCOUNTS PAYABLE
475 E 57TH ST FL 2
BROOKLYN, NY 11203-6010
P: (917) 789-8959

Ship To
IVY HILL PREP CHARTER SCHOOL
BRANDON PARKER
475 E 57TH ST FL 2
BROOKLYN, NY 11203-6010
P: (862) 755-2670

NOTE WHEN ORDERING, PLEASE LET US KNOW IF YOU ARE ABLE TO RECEIVE SHIPMENTS AT THIS TIME. YOU CAN PREPAY ORDER WITH CHECK OR CREDIT CARD. FREIGHT QUOTED INSIDE DELIVERY, THE DRIVER WILL BRING THE CARTONS INSIDE THE FIRST SET OF DOORS ONLY, HE WILL NOT UN-CARTON, TAKE INTO ROOMS, STAIRS OR ELEVATORS. A CALL BEFORE DELIVERY WILL BE PROVIDED

Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
	15000-GN-BK-BK	QUICK-MBT12-GNBTB 30"WX12'1"LX29"H, 17"H BENCH, GRAY NEBULA TOP/BENCHES, BLACK EDGE/FRAME, MOBILE BENCH TABLE	\$1415.95	4	\$5,663.80
Estimated Lead Time: 3 days - 5 days			plus 2-5 days for transit		

Subtotal	\$5,663.80
Shipping	1,550.00
Tax	0.00
Total	\$7,213.80

Shipping Information

This order includes: Liftgate Service Inside Delivery Call Before Delivery (862) 755-2670

Delivery appointments can be made by the freight company to schedule approx delivery time. Please contact your rep to remove or add additional services to your quote, or to learn more about them.

Liftgate service is recommended for facilities that do not have a loading dock or personnel/equipment needed to lower large or heavy freight to the ground. Selecting this service will ensure that your shipment is lowered to the ground.

Inside Delivery service means that a single freight driver will assist in bringing your shipment inside the first set of doors to your facility. The driver will not navigate stairs/elevators and may still require assistance with extremely large or heavy items.

Please contact your rep to have these additional services added to your quote, or to learn more about them.

When you are ready to order, please make sure you have made all color selections and verified shipping and billing details. Feel free to discuss any questions you may have with your representative: Sharon Jefferson at sharon@worthingtondirect.com

Thank you for this opportunity to furnish your space!

INVOICE

Chameleon Group
 6451 Cotton Creek Ct
 Indianapolis, IN 46278

Phone: 201.400.4040
 Email: ross@chameleonmg.com

PO/Ref #: CAFE-001
 Job #: 524
 Date: Apr 30, 2020

Bill To:
 Ivy Hill Prep
 Ambrosia Johnson
 475 E 57th St
 Brooklyn, New York 11203

Ship To:
 Ivy Hill Prep
 Ambrosia Johnson
 475 E 57th St
 Brooklyn, New York 11203

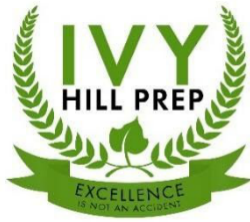
Salesperson	Ship Via Best Way-LIFTGATE	Est. Ship Date	Payment Terms Prepay - EFT
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Qty	Item #	Description	Unit Price	Ext. Price
4	MTFB-8-9YCAFE	Cafeteria Table	\$1,225.00	\$4,900.00

Subtotal	\$4,900.00
Shipping	\$506.00
Tax	\$0.00
Total	\$5,406.00

NOTES TO CUSTOMER:

SHIPPING COST INCLUDES LIFTGATE SERVICE. THE CARRIER WILL OFFLOAD THE ITEMS FROM THE TRUCK TO GROUND LEVEL. IF INSIDE DELIVERY SERVICE IS NEEDED, PLEASE LET ME KNOW SO I CAN REVISE YOUR QUOTE ACCORDINGLY. THANK YOU



Ivy Hill Preparatory Charter School OFFICIAL RECOMMENDATION

IVY HILL PREPARATORY CHARTER SCHOOL

Management Recommendation

04-04-2020

Recommendation: Arrow Security Services

Background:

We received formal proposals from 3 vendors. Those vendors being Watch Guard who we currently use, Arrow security and Sentinel Security Services.

Recommendation:

Management recommends that we go with Arrow Security to fulfil our security needs. We would recommend them based on the following:

- Their familiarity with the charter school sector and their flexibility as well as top level communication with their host schools.
- Arrow Security came in as the 2nd lowest of the 3 bids we have received, for a total of 1k higher than the lowest bid.
- By utilizing a lower cost security company that does not compromise the building or its inhabitants allows for a shift of monies to other lines that it could be best utilized.



SENTINEL SECURITY SERVICES, LLC

“This business is licensed by the New York State, Department of State, Division of Licensing Services.”

AGREEMENT FOR SECURITY SERVICES

THIS SECURITY SERVICE AGREEMENT for Professional Security Services (this “Agreement”) is entered into on **Wednesday, the 1st day of July, 2020** (the “Effective Date”), by and between **SENTINEL SECURITY SERVICES, LLC**, a domestic business corporation, licensed by the New York State, Department of State, Division of Licensing Services as a Watch Guard and Patrol Agency with its principal office at 416 Vermont Street, Brooklyn, NY 11207-4214, referred to, herein as the “Company,” and **IVY HILL PREPARATORY CHARTER SCHOOL**, referred to, herein as the “Client.” Each of the Company and the Client may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Client desires to obtain from the Company, and the Company desires to provide, certain security guard services (“the Services”) to the Client;

NOW THEREFORE, the Parties hereby agree as follows:

1. Procedures: The Services will be provided in accordance with the procedures set forth on Exhibit A attached hereto and as amended from time to time in accordance with the terms of this Agreement.
2. Term: The term of this Agreement (the “Term”) shall commence upon the Effective Date and continue for a period of **Three Hundred and Sixty Five (365) Days**, terminating on **Wednesday, the 30th day of June, 2021**, (the “Termination Date”). Thereafter, this Agreement shall automatically renewed and apply to subsequent Services requested by the Client.
3. Location of Services: The Services will be rendered at the location(s) specified on Exhibit A.
4. Guard Quantity; Schedule: The number of security guards (“Security Guards”) to be provided by the Company, and the times when Security Guards will be provided shall be as set forth in Exhibit A.
5. Compensation: The Client shall pay to the Company:
 - a) A rate of **\$21.84** per hour per Guard (the “Regular Rate”);
 - b) For any hours in excess of regularly scheduled hours and for service on the following six major holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, the Client shall pay the Company a rate equal to 1.5 (one and one-half) times the Regular Rate (“the Additional Services Rate”);
 - c) If the Client requests and the Company provide, Services including additional services beyond those set forth on Exhibit A, the Client shall pay the Additional Services Rate for the initial 24-hour period for which less than 24 hours notice was given (the “Initial Period”). After the Initial Period expires, the Client shall pay the Company at the Regular Rate for all Services provided in connection with such request.

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- d) Sale taxes, if any, will be added to the Client's total invoice and are in addition to the hourly rate, unless the Client is a tax-exempt organization. If the Client is a tax-exempt organization, the Client must furnish a copy of the Certificate of Exemption and hereby agrees to indemnify and hold harmless the Company for any damages incurred due to a failure to pay or withhold such sales tax.

Federal Tax ID Number: _____

- e) The Company shall issue invoices to the Client on a weekly basis, for a period covering the preceding week. The Client shall tender the full amount due under the invoice to the Company within ten (10) days after the Client's receipt of the invoice. If the amount invoiced is not paid in full by the Client within 10 days of receipt of the invoice, a fee (the "Credit Fee") of the lesser of one and one-half percent (1.5 %) per month, or the maximum amount allowed by applicable law, shall be applied to the unpaid balance on the invoice after thirty (30) days. Notwithstanding the payment of the Credit Fee by the Client, a failure to pay invoices in accordance with the terms of this Section 5 (e) shall be considered a material breach of this Agreement.
 - f) The Regular Rate may be adjusted upon agreement of the parties.
 - g) The Client agrees to pay all costs of collection and reasonable attorney's fees incurred by the Company in its efforts to collect amounts invoiced to the Client and applicable Credit Fees in accordance with 5(e) above.
6. Confidentiality: For the purposes of this Agreement, "Confidential Information" shall mean all information not generally known and that is proprietary to the Company or that the Company is obligated to treat as proprietary. This Agreement, any proposals to the Client and all related materials are Confidential Information. Releases, duplications, disclosures, or use of Confidential Information (other than in connection with fulfilling the obligations of the parties under this Agreement) is not permitted unless authorized in writing by an authorized representative of the Company. The Client recognizes and agrees that the unauthorized use or disclosure of Confidential Information by the Client would cause irreparable injury to the Company and the Company may seek immediate injunctive relief, in addition to any other rights and remedies available. The obligations in this section will expressly survive the termination, cancellation, or expiration of this Agreement.
7. Employees: All Security Guards rendering the Services on behalf of the Company are employees of the Company and will not be considered employees of the Client. The Company shall be responsible for all wages and applicable employment taxes.

Notwithstanding any other provision in this Agreement and because the Client has sole control over the condition of its premises, the Client represents and warrants that it will provide and maintain safe working conditions for the Security Guards and any other personnel assigned by the Company to Client's facilities in accordance with applicable laws and regulations. The Client acknowledges that Company personnel are invitees to Client's property and the Client shall adequately protect such Company personnel from sustaining personal injury or property damage.

The Client may request the removal of any Company employee upon written request, provided that the basis for Client's request is reasonable and the employee's removal will not violate any law. In the event any employee is removed at the Client's request, the Client shall indemnify and hold the Company harmless from all claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties, and

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expenses, including reasonable attorney's fees and defense costs (hereinafter, collectively "Claims") that may arise therefrom.

Company employees providing the Services will be assigned in accordance with Federal, State, or municipal city laws, and in the case of Services rendered to any government entity, shall be assigned in accordance with regulations governing the conduct of contractors with Federal, State or municipal government.

A designated representative of the Company will directly supervise the Security Guards and other personnel provided to Client at Client's facilities. The supervisor will not be present on-site.

8. Workers Compensation: All agents and employees of the Company are covered by applicable workers' compensation.
9. Emergency Contacts; Authorization: The Client shall furnish to the Company a current list of names, addresses, and telephone numbers of any persons who may be contacted by the Company in the event of any emergency arising during the Term. If the Company is unable to contact the persons named therein, the Company may take whatever action it deems reasonable and necessary to address the emergency or to secure the Client's property and shall not be liable for any damages incurred in such efforts.

The Company and its duly-authorized employees or agents are authorized to notify the appropriate police and fire agencies of any and all situations arising at any premises for which Services are being provided.

10. Insurance:
 - (a) The Company maintains all necessary insurance for the provision of Services. If requested, the Company will provide to the Client a certificate of insurance.
 - (b) Should the Company personnel be required and/or directed by the Client or the Client's authorized agent to operate any equipment in the performance of the Services, the Client shall have in force all necessary insurance for Client owned and/or provided equipment and/or vehicles. The Client shall provide the Company with an insurance certificate naming the Company as an insured regarding use and/or operation of any such equipment. The Client shall defend, indemnify, and hold harmless the Company and any of its officers, directors, agents or employees from any claims arising out of the performance of the Services, or the use or operation of any Client-owned and/or provided equipment, vehicle(s), or property.
 - (c) The Client assumes all risk of loss or damages to its premises, business and property, and risk of loss or damages to the property of others on the Client's premises, occurring as a result of fire, theft or other casualty at any time, and the Client agrees that it will maintain insurance to fully protect the Client against such loss or damage.
11. Limitations of Services: The Company makes no guarantee, implied or otherwise, that no loss or injury will occur to the Client's real or personal property, or that the Services will detect or prevent losses or injuries that the Services may be designed to help discover or avert.

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If, in the Company's reasonable judgment, the Services require the use or hiring of a third-party contractor, the relationship between the Company and such third-party contractor shall not be deemed to be an agency relationship and the Company shall not be liable for any conduct of such third-party contractor.

12. Allegations of Theft: Under no circumstances will the Company be responsible for the theft of the Client's property. In the event of allegation theft by an employee of the Company, the Client waives all right of recovery unless: (i) the Company is notified of such allegation within forty-eight (48) hours after the Client has or should have reasonably discovered the theft; (ii) the Client fully cooperates with the Company in the investigation of the matter; and (iii) the Client files a written report of the alleged theft with the appropriate law enforcement agency.

13. Indemnification:
The Client agrees that:
 - (a) The Company is not an insurer and that the amounts payable hereunder are based upon the value of the Services offered and not the value of the Client's interest being protected or the property of the Client or others located on the Client's premises. The Company does not guarantee or promise that a loss will not occur. Accordingly, the Company undertakes no liability to the Client and makes no representation, express or implied, that its services will prevent occurrences or their consequences that result in a loss or damage.
 - (b) The Client shall indemnify the Company and any of the Company's officers, directors, agents, subsidiaries, assigns and employees (the "Related Parties") to the fullest extent permitted by law, from and against any and all losses, claims, damages and liabilities, joint or several, directly or indirectly caused by, related to, based upon, or arising out of the engagement of the Company pursuant to this Agreement, or the rendering of the Services by the Company for the Client or at the Client's direction, including those related to the hiring, training, supervision or retention of personnel, by the Company or Related Parties, except as caused by the grossly negligent acts or omissions of the Company.
 - (c) The Client shall promptly reimburse the Company and any Related Parties for all costs and expenses (including counsel fees and expenses and the costs and expenses of enforcing this Section 13), as incurred, in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising there from, whether or not the Company or any of the Related Parties is a party and whether or not such claim, action or proceeding is initiated or brought by or on behalf of the Client and whether or not such claim, action or proceeding results in any liability.
 - (d) The Client agrees to indemnify and hold the Company harmless from and against any claims made by a third party(s), including, but not limited to, injury, death, damages or loss of property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this Agreement, including those relating to hiring, training, supervision or retention of personnel of Company, or Related Parties, except when arising from the grossly negligent act or omissions of the Company.
 - (e) The Client hereby waives any and all rights of subrogation that insurer of the Client may have against Company.

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- (f) Where the Company is entitled to indemnification, the Company may, at its option, conduct any such defense as may be reasonable or require that the Client shall take over such defense.
 - (g) Disputes concerning the Parties' indemnification obligations shall be resolved in accordance with the terms of Section 19 hereof.
14. Intellectual Property: All procedures, manuals, trademarks, emblems, labels, sticker decals, signs, equipments and/or materials of any variety whatsoever furnished by the Company to the Client, unless specifically described in a Bill of Sale or other agreement indicating to the contrary, shall be deemed to be the property of the Company and may be removed or recovered by the Company at anytime. The Company is hereby expressly authorized to remove and/or recover its property at anytime, without seeking prior consent from the Client.
15. Non-Solicitation; Liquidated Damages: Each Party agrees that it will not hire or attempt to hire, directly or indirectly, personnel from the other Party's employment while this Agreement is in effect and for a period of two year from the Termination Date, unless mutually agreed upon in a writing signed by both Parties. In the event such mutual consent is not obtained and an employee of one party is hired by the other party during the Term of this Agreement or within one year of the Termination Date thereof, the hiring party hereby agrees to compensate the other party an amount equal to forty five percent (45%) of the annualized wages of the person hired. This placement/retraining fee shall be immediately due and payable upon the commencement of the hired individual's employment with the hiring party.
16. Termination: This Agreement may be terminated upon the occurrence of any of the following:
- a) At the election of either Party upon thirty (30) days written notice to the other Party;
 - b) At the election of the Company for Cause, (as defined below), immediately upon written notice by the Company to the Client, which notice shall identify the Cause upon which the termination is based. For the purposes of this Section 16 (b) "Cause" shall mean (i) the Client has failed to pay the Company for the Services in accordance with the terms of Section 5(e) hereof; (ii) the Client has failed to provide the Company with a certificate of insurance in accordance with the terms of Section 10 hereof; (iii) any bankruptcy, reorganization, liquidation or other such proceeding is commenced or threatened by or against the Client or the Client makes or threatens to make an assignment for the benefit of creditors; or (iv) any other material breach of any term or provision of this Agreement.
17. Workplace Safety: The Client agrees that it will comply with any and all workplace safety standards or health related regulations as required by applicable law ("Workplace Safety Standards"). The Client agrees to indemnify and hold the Company harmless from all Claims, including injuries to Company's employees arising out of any condition existing at the Client's premises or resulting from the Client's violation of any Workplace Safety Standards.
18. No Third-Party Beneficiaries: This Agreement is entered into solely for the mutual benefit of the Parties hereto, and no benefits, rights, duties, or obligations are intended or created by this Agreement as to any third parties.

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19. Arbitration: In the event of a dispute, claim or controversy arising from or relating to this Agreement, or the relationship which results from this Agreement, or the validity of this arbitration clause or Agreement, that dispute, claim or controversy shall be resolved by binding arbitration in the State of New York under then current Commercial Rules of the American Arbitration Association, using one arbitrator with knowledge of contract security guard service operations. The decision and award of the arbitrator shall be final and binding. Judgment upon award rendered may be entered in any court having jurisdiction.
20. Notice: Any and all notices, demands, or other communications required or desired to be given hereunder by any Party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five (5) days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Company:

Sentinel Security Services, LLC
416 Vermont Street
Brooklyn, NY 11207 – 4214

If to the Client:

Name: Ivy Hill Preparatory Charter School
Address: 475 East 57 Street
Brooklyn, NY 11203

Any party hereto may change its address for the purpose of this paragraph by written notice given in the manner provided above.

21. Waiver: Unless otherwise stated herein, by an instrument in writing, either party may waive compliance by the other party of any term or provision of this Agreement; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any term or provision, except as stated in such waiver and shall not act as a future waiver of any term or provision waived except as stated in such waiver. Any amendment or waiver on behalf of the Company will only be effective if signed by an officer or authorized representative of the Company.
22. Choice of Law: The validity, interpretation, enforceability, and performance of this agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the principles of conflicts of law thereof.
23. Headings: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
24. Modification or Amendment: No amendment, change or modification of this Agreement shall be valid unless in writing signed by all Parties hereto.

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25. Entire Understanding: This document and any exhibit or schedule attached constitute the entire understanding and agreement of the Parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
26. Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
27. Assignment: This Agreement may not be assigned by either party without the prior written consent of the other; provided, however that either party may assign its rights and obligations under this Agreement in connection with a merger or sale of substantially all of its assets.
28. Survival: The provisions of Sections 6, 14, and 15 shall survive the termination of this Agreement.
29. Force Majeure: The obligations of the Company hereunder may be suspended during any period where performance of the Services is prevented by acts of God, civil or labor disturbances, or other events beyond the Company's reasonable control, economic or otherwise.
30. Authorized Signature: This Agreement shall not become binding on the Company until it is executed by an authorized representative of the Company.

[SIGNATURE PAGE FOLLOWS]

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SENTINEL SECURITY SERVICES, LLC

BY: COLIN BLACKMAH

TITLE: PRESIDENT

DATE: 03-14-20

IVY HILL PREPARATORY CHARTER SCHOOL

BY: _____

TITLE: _____

DATE: _____

SIGNATURE PAGE TO SENTINEL SECURITY SERVICES, LLC SERVICES AGREEMENT

EXHIBIT A

PROCEDURES, LOCATION OF SERVICES, SECURITY GUARD QUANTITY & SCHEDULE

PROCEDURES:

The Company shall render the Services in accordance with the following Procedures: As defined in the Security Guard Act of 1992 and detailed in the Sentinel Security Services, Site Specific Security Services Post Orders_____

LOCATION OF SERVICES: The Services shall be rendered at the following location(s):

**Ivy Hill Preparatory Chartered School
475 East 57th Street
Brooklyn, NY 11203**

SECURITY GUARD

QUANTITY & SCHEDULE:

The Company shall provide Security Guard/s in the following quantity/ies on the following schedule:-

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	0630-1800 11.30 Hrs	0630-1800 11.30 Hrs	0630-1800 11.30 Hrs	0630-1800 11.30 Hrs	0630-1800 11.30 Hrs	

- One (1) Unarmed Uniformed Security Guard _____

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**ARROW SECURITY
ARON SECURITY, INC.**



**ARROW SECURITY
ARON SECURITY, INC.**

For





Our Promise

When you hire our qualified security guards to perform security, we will handle a wide range of tasks so you can focus on the finer details of your site. We handle jobs such as entry control, crowd management, security searches, theft prevention, ushering and more. Our primary concern is making sure your affair is safe, orderly and crime-free.

We will work with you to carefully analyze the needs of your location and offer specialized services. These services are based on your needs. We want to ensure that your security and budgetary needs are met.

As we work with you, we'll carefully review your security needs from setup to completion of the security plan. This information will help us determine your requirements from beginning to end and come up with a thorough security plan. You can expect the best security team for the job with the right experience and training for each position and task.

In today's environment, safety of staff, friends, students, and family is changing every day. Arrow Security can enhance or help you develop your security program, guaranteed! With over 100 years in combined security experience, we are qualified to plan, develop, and deploy a security assessment within 24 hours.

We guarantee 15-minute return phone calls, face-to-face meetings within 24 hours, access to your managers 24 hours a day, and same-shift guard replacement.

When it comes to security, we do it all. From armed, unarmed guards, motor patrol, and investigations, access control/CCTV to workers comp and other investigations. **Warehouses, Pharmaceutical, and Dept. of Defense** accounts are just some of our customers.

Uniformed Silver Level School Safety Officer - \$22.25 (up to 7 years school experience)

Uniformed Gold Level School Safety Officer - \$24.02 (up to 7 years school experience)

Uniformed Law Enforcement / Military - \$41.33

Uniformed ARMED Law Enforcement / Military - \$47.97

No Overtime, no night differential, and no weekend rates.

Security threats and challenges can vary greatly from companies of different industries, and it's important to work with a company with the flexibility to address each security problem with the right solution. Regardless of industry, Arrow Security can partner with your organization to improve your security process and enhance the protection of your most valuable assets. Arrow Security provides security solutions to all industries.



About Us

Arrow and its principals have more than 100 years' worth of combined experience in the security industry. As we grow, we remain committed to delivering consistently high-quality security officers, investigations, and surveillance services to our clients throughout the NY area. As part of our commitment to quality, we commit to involving our executive team with all aspects of our client's security program. As a result, we remain easy to do business with and flexible enough to readily adjust to changes in your security requirements.

PROVIDING EXCEPTIONAL SERVICE

Providing exceptional Security Officer service has become one of the hallmarks of Arrow Security. As a company we believe that we have mastered the art and science of providing exceptional service by closely examining our past experiences, understanding industry best practices, and seeking continuous client feedback. As a result of these practices, we have found that there are four (4) keys to providing exceptional service.

What are the 4 keys?

- 1) Striving for continuous improvement using a documented Quality Control Plan;
- 2) Having well trained officers and supervisors;
- 3) Retaining great officers;
- 4) Unwavering commitment to customer satisfaction.

CORPORATE LOCATION

Our corporate headquarters is located within the NY area, allowing our CEO and executive management team to be immediately available to answer client concerns and resolve problems as they occur. You will see as you review this brochure that we are innovative, aggressive in our attempts to obtain the goals we define, and always seeking to be challenged.

But our greatest strength is and will always be, that we are fundamentally dedicated to reaching excellence for our clients and every employee.

EXPERTISE AND QUALIFICATIONS

Our officers receive classroom and field training prior to assignment at any account. Permanently assigned officers receive additional site-specific training to understand your requirements and expectations. Refresher training is provided to all officers yearly. Based on our comprehensive training curriculum our officers are well suited to handle many roles at our client's sites.



OUR OFFICER'S ROLES

Our officers are capable of providing many types of functional roles for our clients. Some of the functions that our officers provide are as follows:

- *Uniformed Unarmed Officers*
- *Emergency Medical Technicians*
- *Concierge*
- *Receptionists*
- *Court Room Monitors*
- *Investigators*

OFFICER DUTIES

Depending on the role that our clients select, the officers may be called upon to provide a wide array of services/duties. Some of the duties that officers perform for our clients are:

- *Managing Access Control*
- *Performing Foot Patrols*
- *Conducting Vehicle Patrols*
- *Providing First Aid/CPR/AED*
- *Operating Magnetometers*
- *Providing Alarm Response*
- *Managing Video Systems*
- *And more*

TRAINING

State Licensing & Pre-assignment:

We use the NYS Security Officer Training 12 Part Course for training and each new Arrow Security employee completes this basic training program. Arrow Security owns and operates a State of New York approved training facility within its corporate offices in New York.

The training staff utilizes lecture, films, video, class discussions and role-playing techniques with a written examination following each session. The topics covered are:

- Human and Public Relations, Officer Fundamentals
- Crime Scene Procedures, Handling Emergencies
- Report Writing, Using Communication Tools
- Fire, Bomb Threats, Emergency Traffic Control
- Fire and Safety Equipment
- Laws Related to Arrest, Search, and Seizure for private security officers
- Use of Force & Liability for Acts both Civil and Criminal
- Topics unique to the particular client or contract





THE ARROW SECURITY PROMISE



“We are driven to meet elevated standards and demands. Through our commitment and determination, Arrow Security can meet and exceed these expectations. Our responsiveness and adaptability enable us to deliver a higher level of service creating a better return for your security investment.

Arrow Security personnel are dedicated to achieving maximum customer satisfaction and performing to your specifications. Every Arrow Security employee knows that, as our client, you must always have access to key personnel. You are assured of Top Notch’s consistent performance through regular communication at all levels.

Joe Hirsch
VP
Arrow Security
Jhirsch@arrowSecurity.net



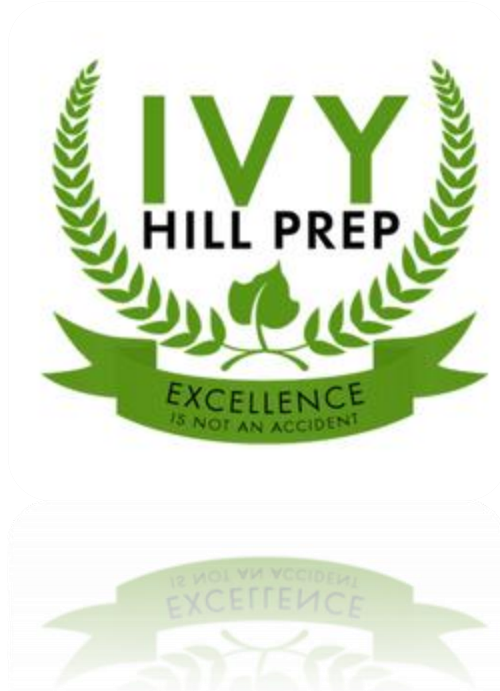
ARROW SECURITY
ARON SECURITY, INC.



WATCH GUARD 24/7 LLC
Security & Investigation Service

Security Services Proposal

2020



475 East 57th Street ♦ Brooklyn, NY 11203

Prepared for

Mr. Brandon L. Parker - Director of Operations

Contact: Ms. Norma Slocovich
Director of Sales & Marketing
WATCH GUARD 24/7, LLC
71-16 Myrtle Avenue ♦ Glendale NY, 11385
PHONE: (917) 783-7199 FAX: (718) 874-0062

January 22, 2020

Mr. Brandon L. Parker
 Director of Operations
 Ivy Hill Preparatory Charter School
 475 East 57th Street
 Brooklyn, NY 11203

RE: Proposal for Security Officer Services – 2020 Billing Rates

Dear Mr. Parker:

WATCH GUARD 24/7, LLC, would like to take this opportunity to express our appreciation in providing essential and valued security services to Ivy Hill Preparatory Charter School. Following our pledge to deliver quality, cost-effective services, enclosed please find our proposal for 2020 security officer bill rates.

Company Overview

Founded in 2009 by NYPD Lieutenant, John T. Rafferty, WATCH GUARD 24/7 LLC is a privately owned and locally operated security guard company licensed in the State of New York and headquartered in Glendale, NY. WATCH GUARD 24/7 specializes in providing armed and unarmed security services for schools, residential and commercial real estate, corporations, corporate parks, the hospitality industry, construction sites, cultural institutions, senior living facilities, warehouses, distribution centers, and critical infrastructure. WATCH GUARD 24/7 also provides private investigation services for civil and criminal matters and executive protection services.

The company has strong roots in law enforcement under the leadership of John Rafferty, one of the highest decorated Lieutenants in the NYPD upon his retirement. He was also the recipient of the NYPD's second highest honor, the Combat Cross. Mr. Rafferty was involved in multiple areas of law enforcement, from crime prevention to conducting criminal investigations. He was assigned to some of the busiest, crime ridden commands in Brooklyn, NY which revealed a proven track record for combating crime and in dealing with public safety and security issues. Mr. Rafferty continues to have strong ties with the New York City Police Department and works in tandem with several command precincts in providing safe and secure environments for all of our clients' sites.

WATCH GUARD 24/7 attributes its steady growth over the past 11 years to a business model that continues to provide communicative and uncompromising management support; timely, proactive action and problem resolution; and an overall superior level of service focused on exceeding every client's expectations. Our ability to support small to large security guard programs, coupled with our knowledge and expertise to develop tailored security plans, offers a better choice to our clients as well as real savings. This business model is executed by the industry's most experienced management staff and facilitated by cutting edge technologies and support systems.

Our computer and operating systems allow our staff and clients to benefit from the efficiency of concise scheduling, payroll, and invoicing reports. Additionally, Watch Guard 24/7 has its own state-of-the-art Security Operations Center (SOC) with real-time dispatchers, which is functional on a 24-hour, 7-day per week basis.

Operational Experience

WATCH GUARD 24/7 has been successful in meeting the security needs and special services of customer environments very similar to yours by working closely with our clients. Our goal is to effectively manage our services and activities to maintain a high level of professionalism and performance at all times. WATCH GUARD 24/7 continuously develops performance monitoring measures and fully complies with all City and State legislative

mandates. It is our sole desire to provide a safe, secure, and friendly atmosphere while simultaneously providing excellent services. We accomplish this by establishing and meeting the highest standards in the areas of personnel appearance, job performance, and the development of staff and community relations.

WATCH GUARD 24/7 strives to achieve superior safety and security services through the strong leadership of our experienced management and supervisory staff, and through those they lead. We are committed to continuously creating, developing, communicating and implementing well-planned and coordinated strategic and tactical business objectives, goals and standards in alignment with those of our customers. Additionally, on-demand availability permeates the entire WATCH GUARD 24/7 organization, from our 24/7 real-time "LIVE" dispatchers at our Security Operations Center (SOC) to instant access to our Executive Management Team.

In closing, rest assured that our commitment to your security program would be nothing less than 100%! We believe our professional management team and operations infrastructure, coupled with our list of satisfied clients, demonstrates our unique qualifications to continue being your security provider.

Once you have had an opportunity to review the enclosed information, please contact me if there are any questions. I am at your disposal at any time.

On behalf of President and CEO – John T. Rafferty and the rest of the WATCH GUARD 24/7 Team, we appreciate the confidence Ivy Hill Preparatory Charter School has placed in us and we look forward to providing you with the best possible service into the future.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'Norma Slocovich', written in black ink.

Norma Slocovich
Director of Sales and Marketing
WATCH GUARD 24/7, LLC

Ivy Hill Preparatory Charter School

2020 Billing Rate Proposal

CATEGORY OF SERVICE	WEEKLY HOURS	OFFICER SCHEDULE	HOURLY BILL RATE
One (1) Security Officer Post	57.5	Mon-Fri 6:30a-6:00p	\$26.47

WATCH GUARD 24/7 will continue to implement ongoing consultative communications to meet and exceed your expectations by providing a Director of Operations, an Operations Manager, and a dedicated site inspection team which will perform frequent, unannounced client visits. The Director of Client Relations will be responsible for continuous quality improvement and proper liaison with representatives of Ivy Hill Preparatory Charter School, the local police precinct and local fire department.

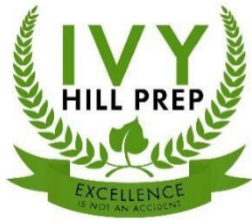
- All WATCH GUARD 24/7 personnel working at Ivy Hill Preparatory Charter School will undergo a criminal background investigation, will have been given and passed a drug screening, will be first aid and CPR certified, and will be registered as NYS security officers.
- Clean and well-fitting professional uniforms, with seasonal attire changes, will be provided for all security officers working at Ivy Hill Preparatory Charter School (included).
- Total paid time off is offered per WATCH GUARD 24/7's standard policy. Entitlements during the first year of employment is one (1) hour for every thirty (30) hours worked up to 5 days.
- The following six (6) holidays will be recognized and paid to the security officers at a rate of 1.5 times their regular pay rate (if worked) and billed at the above Premium Bill Rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

A time and one-half rate will apply for all client requested overtime hours and additional coverage requests with less than 72 hours' notice.

Hourly rates are subject to adjustment for any change in pay rates or payroll related taxes resulting from any federal, state or municipal law, regulation, administrative ruling or collective bargaining agreement, requiring any increase in work hours, wages, and benefits, taxes, working conditions or other costs incurred by WATCH GUARD 24/7 in performance of this Agreement. Without limiting the foregoing, any and all costs (including penalties) incurred by WATCH GUARD 24/7 associated with the Health Care and Education Reconciliation Act of 2010 for security personnel rendering services hereunder shall result in a penny for penny increase in WATCH GUARD 24/7's hourly rate.

The above rates include all payroll taxes and insurance. The above rates do not include sales tax, if applicable.

This business is licensed by the State of New York.



Ivy Hill Preparatory Charter School
OFFICIAL RECOMMENDATION

IVY HILL PREPARATORY CHARTER SCHOOL

Management Recommendation

04-22-2020

Recommendation:

Background:

We received formal proposals from 3 vendors. All vendors followed the requirements as outlined by management.

Recommendation:

Management recommends that we continue our services with EdIT technology management service. We would recommend them based on the following:

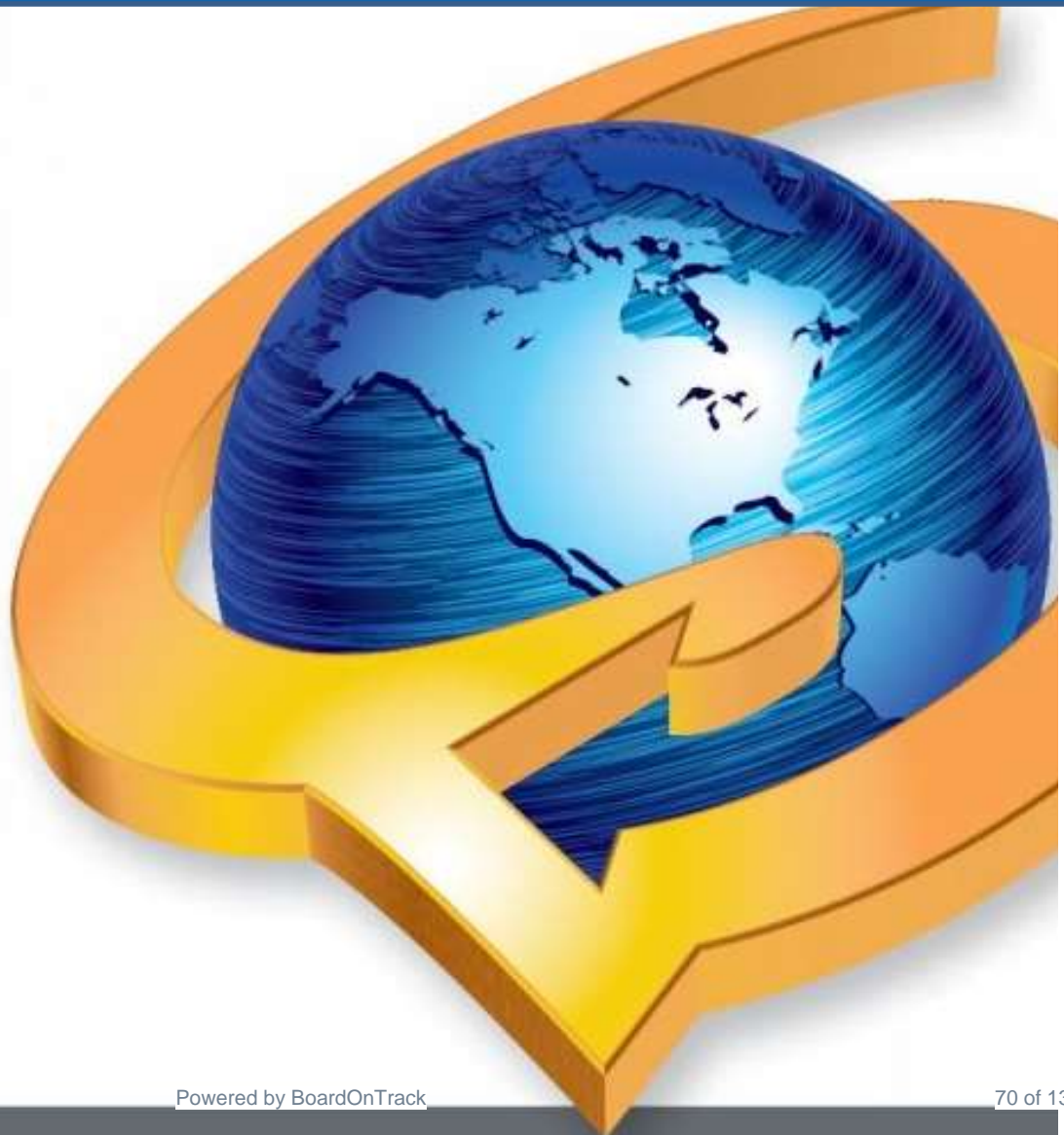
1. EdIT is already familiar with our school and currently provides us exceptional service.
2. EdIT was the most affordable technology management service.
3. This company provides technology maintenance service and onsite visits as requested for a flat monthly fee of \$2,000 for a total of \$24,000 for the year the lowest of all 3 vendors.



IVY HILL PREP IT MANAGED SERVICES PROPOSAL VER 1.1

FEBRUARY 26, 2020

**PRESENTED BY:
MINDSHIFT TECHNOLOGIES
MICHAEL HENDRICK, SALES DIRECTOR, EDU & SLG
michael.hendrick@mindshift.com | 201-788-5046**



C. EXECUTIVE SUMMARY

Thank you for the opportunity to provide some information and pricing on Total IT Management solution for your school. We are excited for the opportunity to partner with Ivy Hill Prep in providing the requested support.

mindSHIFT is certified Erate provider with over 17 years of experience providing products and services to schools across the country. We have over 150 K-12 school clients (primarily charter schools) that we serve today, with 60+ in New York and New Jersey. These clients include Uncommon Schools, Harlem Village Academies, Explore Network, Coney Island Prep, Inwood Academies, Amber Charter, Open Sky Education, Harriet Tubman Charter, and others.

K-12 Education represents the number one vertical industry that we serve today and is the primary focus for everyone that supports your account.

mindSHIFT has a dedicated account team for K-12 and charter school education with over 80 engineering and account management personnel dedicated to supporting K-12 school clients. mindSHIFT has a dedicated customer care and NOC group in our main operations facility that does support for our K-12 and charter school clients.

mindSHIFT is experienced in summer project work for schools and understands the importance of delivering projects in a short period of time when schools are able to implement projects when students and teachers are not in session. mindSHIFT has the resources to implement any project(s) for school clients in the summer months.

MINDSHIFT OVERVIEW

mindSHIFT is an IT services provider, helping small and mid-sized businesses and K-12 education for more than 17 years. At mindSHIFT, we know that offering the right mix of IT services is only part of the solution. Whether you are looking for a service provider to take over your entire IT function or looking to move specific applications to the cloud, we give you the attention you deserve and the strategic guidance you need to succeed and grow.

- **Founded in 1999 to provide a suite of managed IT services**
- **900 Employees – Dedicated K-12 Education Support Team**
- **50,000 managed desktops, 13,000+ managed Servers and devices**
- **140,000 Mailboxes managed**
- **2.8 PB of storage**

“Grow as you Go” Technology Services

Managed IT Services

- Server Management
- Network Management
- Desktop / Laptop Management
- Mobile Device Management
- Data Protection & Backup
- 7x24 Support

Cloud Services

- cloudSHIFTSM Server
- cloudSHIFTSM Desktop
- cloudSHIFTSM VoIP
- cloudSHIFTSM Private Dedicated
- cloudSHIFTSM Hybrid Dedicated
- cloudSHIFTSM Applications
 - Email / Chat / eDiscovery
 - SharePoint
- cloudSHIFTSM IBM i Series

Data Center Services

- Managed Hosting
- Disaster Recovery
- IBM I Series Management
- AS/400 Management
- Colocation
- Web Hosting
- Content Management Systems

Professional Services

- CIO Consulting Services
- Cloud Strategy Consulting
- Application Development
- Content Management Systems
- Professional Services

E. SUMMARY OF FIRM'S QUALIFICATIONS

mindSHIFT will be assigning the best resources available to the Ivy Hill Prep account. The roles of those primary resources are detailed here.

mindSHIFT Approach

We pride ourselves on employing very talented individuals and providing them with a stimulating work environment. Our clients and top talent stay with us year after year for the same reason: we develop innovative, industry-leading solutions that deliver results and resolve our client's business problems. We also strive to promote a **“one team”** mentality with our clients, working towards common goals.

mindSHIFT maintains a full time operations staff with multiple resources in each technical discipline. In addition, mindSHIFT has several partnerships that facilitate immediate access to additional technical resources as required.

An **Account Manager (AM)** from our Education Group is assigned to each customer as a single point of contact for overall service delivery. The Account Manager oversees all of the mindSHIFT support and service activities associated with the supported environment. The Account Manager is responsible for mindSHIFT delivery performance, accountable as a single point of contact to ensure that mindSHIFT's commitments to our clients are met.

A **Technology Consultant (TC)** is assigned to each customer to assist with long term strategy, technology steering and budgeting to ensure that IT meets business priorities and goals. The Roadmap reviews past objectives and provides a place to plan both company and technology goals. The Technology Summary provides more detail about the specific platforms in place in the company as it exists currently and highlights any risks or liabilities that may exist.

Your organization will be supported technically by a dedicated team within the mindSHIFT Network Operations and Customer Care groups. mindSHIFT's service delivery team becomes an extension of your company; with open lines of communication, full disclosure of support issues and an ongoing focus on meeting your IT related business objectives.



Length of time in business	21 years, since 1999
Location	Corporate HQ – Malvern, PA Local Office: Atlanta 400 Northridge Road Suite 1100 Atlanta GA 30350
Number of employees	800+, 75% are technical.
Number of years of experience with small businesses	18
Number of small business clients, and years with	2000+
Number of years of experience with charter schools	14
Number of charter schools clients, and years with	150 +, many for 5+ years
Competitive advantage	No other company has the experience and resources to provide the level of support that mindSHIFT can. Our turnover in the EDU groups is about 5%, with most staff having 5+ years of experience. We can list many more reasons, however the most inclusive answer is that over the last 12 years we have an unheard of 95% customer retention.

PROPOSAL

Ivy Hill Prep Pricing Estimate			
Total IT Management -	Quant	Per Unit	Total Monthly
Account Management, Strategic CIO Services,			
Education account management team - monthly strategic meetings, monthly reports, access to customer care portal and ticketing system - all included with our services	1	N/C	N/C
Server and Infrastructure Management			
Advanced Monitoring and Management - Per Location			
Up to five (5) devices at a single location Monitor uptime, services and resources Remote support to remediate alerts and outages of monitored devices	1	\$300	\$300
Advanced Monitoring and Management - Per Additional Device			
Single device fee (Location Fee required) Monitor uptime, services and resources Remote support to remediate alerts and outages of monitored devices	20	\$30	\$600
Desktop Management			
Desktop Management - MAC / PC Assumption = 15 total managed workstations Unlimited contact to Help Desk 7-7 EST M-F (off hrs available - see below) Remote Help Desk - unlimited incidents & remote resolution System Administration - Adds, Changes, Moves, Deletes, Policies Anti Spam ,Anti Virus & Spyware / Malware (licensing & management) Patch Management, Remote Management Tools & mindSHIFT Portal	22	\$30	\$660
Office 365 and Google App Support	25	\$2	\$50
Low Usage Workstation Support for Student Machines	0	\$10	\$0
Chromebook Support	80	\$3	\$240
On Site Prescheduled Customer Engineering			
Prescheduled Proactive Customer Engineering days (2 days per month) Best Practices Analysis & Reporting	1	\$1,600	\$1,600
Total for Direct Services - Monthly			\$3,450
One-Time Setup / Installation Fee			\$3,450

Case study – Open Sky Education

- Schools: 18
- Regions: AZ, WI, MI
- HQ Office locations: 3
- IT Assets: iPads/mobile devices, Laptops, Desktops, Servers, Wireless Access Points, LANs, Phones

Open Sky Education operates schools in Milwaukee, St Louis and Phoenix – a total of 18 schools today and growing to 25 within the next 3 years. Open Sky has utilized Erate funding in the past to pay for internet access and network upgrade projects. They used a third-party IT company to support all their technology needs. But that provider could not keep up with the growth and satisfaction with their support levels had grown to an all-time low.

Open Sky decided to issue an RFP to evaluate new potential IT support providers. mindSHIFT reviewed the RFP and visited some of the schools to review the current IT network and infrastructure. The following challenges existed:

- Outdated network and wireless access point equipment
- Not enough wireless access points to cover the access needs of the students and teachers
- Network down time and slow response from current provider
- Classroom technology unused because of slow network and server access
- Online testing problems because of lack of support and proper network infrastructure

mindSHIFT proposed a solution to take over as the IT support provider and upgrade key aspects of their network and server infrastructure. Open Sky had limited budgets for projects so mindSHIFT developed a managed WIFI and managed VoIP platform specific for this client so that the client was able to afford the upgrades and shift the costs into their operational budget. mindSHIFT also proposed faster and more reliable fiber Internet access for all locations to improve speed to access the Internet for classroom technology and online testing requirements.

mindSHIFT was selected as the vendor of choice and now provides ongoing support with both remote staff and onsite staff. mindSHIFT implemented the proposed projects which helped give Open Sky the ability to use technology more efficiently and aided student performance in the classroom.



TECHNOLOGY SUPPORT SERVICES AGREEMENT

This Technology Services Agreement (the “Agreement”), dated 4/27/2020, is entered into by and between edIT Support Technology Services (“edIT”) and Ivy Hill Prep (the “Client”) and is effective as of 7/1/2020 (the “Effective Date”).

RECITAIS

- A. WHEREAS, edIT is in the business of providing Information Technology services to charter schools;
- B. WHEREAS, Client is the grantee of a charter (the “Charter”) to operate as a charter school in New York State;
- C. WHEREAS, the Client and edIT (collectively referred to herein as the “Parties”) desire to set forth the terms and conditions under which edIT shall provide to the Client the Services (as defined below in Section 2);

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

AGREEMENT

1. Relationship and Roles of the Parties

- 1.1. During the Term (as defined below), the Board of Trustees of the Client (the “Board”) hereby agrees to engage edIT as service provider to provide certain school services, upon the terms and conditions hereinafter set forth.
- 1.2. Notwithstanding anything to the contrary contained herein, as required by Applicable Law (as defined below), all policy, operational and financial/budget decisions of the Client will be made by the Board and the Board will at all times have final authority for such decisions of the Client.



2. Services

- 2.1. During the Term (as defined below) of this Agreement, edIT shall provide Client with IT services, as more fully outlined on Schedule A attached hereto (collectively, the “Services”), such Services to be provided in accordance with the terms and conditions set forth herein.
- 2.2. edIT agrees that it will (i) perform the Services in a competent and professional manner and (ii) provide the Services to the Client in accordance with all Applicable Law and the Charter. “Applicable Law” as used herein means any law, statute, regulation, or rule of any governmental or administrative authority, any principle of common law, and any judgment, order, writ, injunction, decision, ruling, decree or award from any legal, arbitral, or judicial process.
- 2.3. The Board, by adopting this Agreement, delegates to edIT the authority to perform the Services. edIT will perform the Services in consultation with and subject to the Board’s approval.

3. Term of Agreement

- 3.1. Subject to Section 7 below, the initial term of this Agreement shall be for one (1) year from the Effective Date of this Agreement (the “Initial Term”) and this Agreement shall revert to month-to-month periods thereafter “Renewal Term” (each, a “Renewal Term,” and together with the Initial Term, the “Term”) unless either Party provides written notice to the other Party of its intention to not renew this Agreement at least thirty (30) days prior to the end of the then-current term.

4. Fees and Payment

- 4.1. In exchange for the Services, the Client shall pay to edIT the service fee outlined on Schedule A (the “Service Fee”). The Service Fee shall be paid on a monthly basis in arrears, with the payment invoiced in the month following the delivery of services. If payment is not received by edIT within thirty (30) days of the invoice date, a 1.5% per month late fee shall be applied to all unpaid balances until the past due payment is received. The Client shall direct all payments to edIT at the address provided in Section 15.1 below. Notwithstanding the foregoing, the Client agrees to allow edIT to debit from the Client account(s) on the first day



of each month an amount equal to the Service Fee then due and payable.

- 4.2. Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that the Services may be amended in writing from time to time by mutual agreement of the Parties, and any changes to the Services, including additional Services requested by the Client, may result in an adjustment to the Service Fee. Additionally, the Service Fee set forth on Schedule A expires one (1) year from the Effective Date, at which time the current Service Fee rate is subject to change. edIT shall give the Client at least thirty (30) days' notice prior to any changes to Schedule A.
- 4.3. Except as otherwise set forth in this Agreement, it is understood by both Parties that all expenses incurred by edIT and its employees in the performance of this Agreement are included in the Service Fee and are not reimbursable to edIT from the Client; provided, however, that in the event that edIT and the Client enter into a separate agreement or agreements whereby the Client commits to reimbursing edIT for certain expenses, this section does not apply to such reimbursable expenses; and provided, further, that this section does not apply to budgeted expenses of the Client which are incurred by edIT rather than the Client for convenience or in anticipation of the receipt of funds by the Client.

5. Rights and Duties of the Board and the Client

- 5.1. Compliance with Laws; Licenses; Insurance. The Board and the Client staff agree to manage and operate the Client in compliance with all Applicable Law and the Charter.
- 5.2. Maintenance of Charter. The Client, acting through the Board, will do, or cause to be done, all things reasonably necessary to ensure that all legal requirements and all such conditions as may have been imposed by the Client's sponsor, are fully complied with at all times.

6. Representations and Warranties

- 6.1. Each Party hereby represents and warrants that it is duly authorized and empowered to execute, deliver and perform this Agreement, that such action does not conflict with or violate any provision of law, rule or regulation, contract or other instrument to which it is a party or to which any of its property is subject, and that this Agreement is a valid and binding obligation enforceable against it in accordance with its terms. The execution and delivery of this Agreement by the Parties and the performance of their obligations hereunder are not in violation or breach of, and will not conflict with or constitute a default under, any contract, agreement or commitment binding upon them, and will not conflict with or violate in any manner, any Applicable Law.



7. Termination

7.1. This Agreement may be terminated prior to expiration of the Term only under the following conditions:

7.1.1. Notwithstanding other provisions in this Agreement, edIT may immediately terminate this Agreement as allowed by law and be discharged from all further responsibilities under this Agreement upon delivery of written notice to the Client in the event of: (i) the Client's failure to pay the Service Fee provided hereunder;(ii) the Client's failure to disclose or the Client's misrepresentation of key information required by edIT to provide the Services to the Client; or (iii) a material breach of the terms of this Agreement by the Client that has not been timely cured pursuant to Section 7.1.4 below;

7.1.2. Notwithstanding other provisions in this Agreement, the Client may immediately terminate this Agreement as allowed by law and be discharged from all further responsibilities (except for payment for services rendered) under this Agreement upon delivery of written notice to edIT in the event of a material breach of the terms of this Agreement by edIT that is not cured pursuant to Section 7.1.4 below;

7.1.3. At any time, upon mutual agreement of both Parties;

7.1.4. Except as otherwise provided herein above, either Party may provide written notice of deficiency to the other Party. The Party receiving notice of deficiency shall have thirty (30) days from the date of delivery of said notice to cure the cited deficiency. If the cited deficiency is not cured within the thirty (30) day period, the Party complaining of deficiency may terminate this Agreement upon providing written notice to the other Party.

7.2. Upon the Agreement expiration or termination for any reason, neither Party will have any further obligations to the other except as specified below:

7.2.1. Those obligations that expressly survive termination of this Agreement pursuant to Section 15.16 shall so survive.

7.2.2. The Parties agree to cooperate in good faith and use their reasonable best efforts to complete a prompt and orderly separation.

7.2.3. All unpaid compensation, fees, indebtedness, loans or other financial obligations to edIT incurred by the Client under this Agreement will immediately become due and payable in full, including fees for services rendered on or prior to



the date this Agreement expires or is terminated and expenses incurred by edIT on the Client's behalf prior to expiration or termination.

7.2.4. edIT will promptly provide the Client with copies of Client data and records in edIT's possession and not currently in the Board's possession, as well as any instruments, including without limitation, a power of attorney, required to revoke edIT's custody and signature authority in respect to the Client's account(s), or to transfer or modify licenses, certificates of insurance or other contracts to which edIT has become a party in connection with its provision of Services pursuant to this Agreement.

8. Proprietary Information

8.1. Except as provided below in this Section 8, the Client shall not acquire ownership of any materials, reports, information, know-how, tools, models, methodologies, techniques, or other intellectual property owned, developed, created or licensed by edIT (all of the foregoing, "edIT Intellectual Property"). Notwithstanding the foregoing, (i) to the extent permissible, edIT grants to the Client a non-exclusive, non-transferable, revocable, royalty-free license to use such edIT Intellectual Property solely to the extent that such license is required to enable the Client to make use of the Services hereunder during the Term and (ii) all reports, communications, material, or information (whether or not copyrightable), made or developed by edIT solely for Client in connection with edIT's performance of the Services hereunder shall be the sole property of Client and shall not be deemed edIT Intellectual Property, and edIT hereby assigns to Client all rights, title and interest therein.

9. Indemnification

9.1. Subject to Sections 10 and 11, the Client will indemnify and hold harmless edIT and its directors, officers, shareholders, employees and agents, and their respective predecessors, successors and assigns, heirs, executors, and administrators (collectively, "Representatives") from and against any liability, loss, damage, claim, cause of action, award, judgment, fine, cost and expense (including, reasonable attorneys' fees and disbursements) (collectively, "Losses") incurred or suffered by edIT or its Representatives arising out of or relating to this Agreement by reason of (i) the breach of this Agreement by the Client, (ii) any claim, action, suit or proceeding (a "Claim") brought by a third party against edIT or its Representatives as a result of the actions or omissions occurring, or as a result of a condition existing, prior to the Effective Date, (iii) any Claim brought by a third party against edIT or its Representatives as a result of the actions or omissions of the Client after the Effective Date.



- 9.2. Subject to Sections 10 and 11, edIT will indemnify and hold harmless the Client and its Representatives from and against any Losses incurred or suffered by the Client or its Representatives arising out of or relating to this Agreement by reason of (i) the breach of this Agreement by edIT, (ii) any Claim brought by a third party against the Client or its Representatives as a result of the actions or omissions of edIT after the Effective Date.

10. Arbitration

- 10.1. If there is any dispute, controversy, or claim in any way arising out of, or relating to, this Agreement or the performance of Services under this Agreement (a "Dispute"), the Parties will submit such Dispute to binding arbitration, and such arbitration will be the exclusive remedy for resolving such Dispute. The Parties hereby knowingly and voluntarily waive any rights that they may have to a jury trial for any such Dispute.
- 10.2. Any arbitration under this Section 10 will be held in the State of New York, County of New York, before a single arbitrator. The arbitrator will be selected jointly by the Parties, but if the Parties cannot agree upon an arbitrator within 15 days, then the matter will be referred to JAMS to appoint a suitable arbitrator and conduct the arbitration under its arbitration rules. The arbitrator will resolve all Disputes in accordance with the substantive laws of the State of New York, without regard to its choice or conflict of law principles, but will not be required to apply the procedural rules of the New York Civil Practice Law & Rules or the Federal Rules of Civil Procedure.
- 10.3. The arbitrator will have the authority to award specific performance and/or injunctive relief in addition to any applicable damages. Any award of damages, however, will be subject to the limitations set forth in Section 11 of this Agreement. Any award pursuant to arbitration will be final and binding and may be entered as a judgment and enforced in any court of competent jurisdiction.
- 10.4. Notwithstanding the exclusivity of the arbitral forum, either Party may apply to a court of competent jurisdiction for emergency injunctive relief in the event of imminent irreparable harm, or to enforce a lien or other security interest.

11. Limitations on Liability

- 11.1. Neither Party will be liable to the other for any consequential, special or indirect damages (including loss of revenue, exemplary or treble damages, whether based in theories of contract, tort, strict liability or otherwise, and regardless of whether the party was on notice of such risk). Furthermore, without limiting a Party's liability for direct damages caused by recklessness or intentional torts, neither Party will be liable to the other



for any damages resulting from any form of negligence. In no event will edIT's liability to the Client exceed the aggregate amount of Service Fee received by edIT under this Agreement.

12. Set-off

- 12.1. The Client will have no right of set-off, counterclaim, defense, abatement, suspension, deferment or reduction of any obligation against any payments to edIT and its successors and assigns. The Client will not have the right to be released, relieved or discharged from any obligation and liability under this Agreement for any reason whatsoever except by full timely payment in cash of all amounts payable to edIT in accordance with this terms hereof.

13. Insurance

- 13.1. The Client shall be required to maintain liability insurance, and such insurance shall name edIT (and its affiliates) as an additional insured with waiver of subrogation.

14. Public Announcements; Confidentiality

- 14.1. Except to the extent that a disclosure is required by Applicable Law, the Parties agree to keep the existence and contents of this Agreement, and the transactions it contemplates, strictly confidential; and any disclosure to be made by either of them in relation to this Agreement is subject to the prior written consent of the other Party, which will not be unreasonably withheld or delayed.
- 14.2. Except to the extent that a disclosure is required by Applicable Law, the Party to whom disclosure is made (the "Recipient") by the other Party or any of its Representatives (the "Disclosing Party") will not, and will cause each of its Representatives not to, during or after the Term;
 - 14.2.1. disclose, copy, publish, transmit or utilize in any fashion any Confidential Information (defined below) to any person or entity other than the Representatives of the Recipient that need to know the Confidential Information for the purposes contemplated by this Agreement and agree to be bound by the provisions of this Section 14, or
 - 14.2.2. disclose, copy, publish, transmit or utilize in any fashion the Confidential Information for any purpose other than the purposes contemplated by this Agreement.



- 14.3. “Confidential Information” of edIT means all information relating to edIT, its affiliates or their business, affairs and operations (whether provided in writing or otherwise) that has been provided or shown to the Recipient or any of its Representatives by or on behalf of edIT or any of its Representatives, including the edIT Intellectual Property, and all notes, analyses, compilations, studies and other materials containing or reflecting any of the foregoing information described in this section. “Confidential Information” of the Client means all information relating to the Client or its business, affairs and operations (whether provided in writing or otherwise) that has been provided or shown to the Recipient or any of its Representatives by or on behalf of the Client or any of its Representatives, and all notes, analyses, compilations, studies and other materials containing or reflecting any of the foregoing information described in this section. The term “Confidential Information” excludes information that becomes generally publicly available other than as a result of disclosure by the Recipient or any of its Representatives or becomes available to the Recipient on a non-confidential basis from a third party that is not bound by a duty of confidentiality.
- 14.4. In the event that either Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information (the Party receiving such request or subject to such requirement, the “Subpoenaed Party” and the other Party, the “Non-Subpoenaed Party”), the Subpoenaed Party will provide the Non-Subpoenaed Party with prompt written notice of any such request or requirement so that the Non-Subpoenaed Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section 14. If, in the absence of a protective order or other remedy or the receipt of a waiver from Non-Subpoenaed Party, the Subpoenaed Party is nonetheless legally required to make any such disclosure of Confidential Information to any Person, the Subpoenaed Party may, without liability hereunder, disclose to such Person only that portion of the Confidential Information that on the advice of the Subpoenaed Party’s counsel is legally required to be disclosed; provided, that the Subpoenaed Party shall use its reasonable best efforts to assist the Non- Subpoenaed Party, at the Non-Subpoenaed Party’s request and expense, in obtaining an appropriate protective order or other reliable assurance that the Confidential Information disclosed to such person or entity will be accorded confidential treatment.

15. Miscellaneous Provisions

- 15.1. **Notices.** Both Parties will deliver any notice, request, demand, or other communication pursuant to this Agreement in writing and will use one of the following methods of delivery, each of which, for purposes of this Agreement; such writing



is deemed given when received by: (i) personal delivery, (ii) registered or certified mail, in each case, return receipt requested and postage paid or (iii) nationally recognized overnight courier, with all fees prepaid, to the following address or to such other address as either party may designate from time to time.

If to the Client, to:

Ivy Hill Prep
Ambrosia Johnson
475 East 57th Street

Brooklyn NY 11203

If to edIT, to:

edIT Technology Support
Matthew Ainley
135 West 41st Street
5th Floor
New York, NY 10036

- 15.2. **Rights and Remedies Cumulative.** The rights and remedies of either Party under this Agreement will be cumulative and in addition to any other rights given to either Party by law and the exercise of any right or remedy will not impair either Party’s right to any other remedy.
- 15.3. **Governing Law.** This Agreement will be governed by and construed and enforced in accordance with the internal laws of the State of New York (other than the provisions thereof relating to conflicts of law).
- 15.4. **Severability.** If any provisions of this Agreement shall be held, or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular situation, such circumstances shall not have the effect of rendering any other provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or paragraphs herein contained shall not affect the remaining portions of this Agreement or any part hereof.
- 15.5. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties



with respect to the subject matter hereof and supersedes all prior agreements or understandings, written or oral, in respect thereof. The section headings used in this Agreement are for convenience only and are not intended to be utilized to interpret, limit, or modify this Agreement.

- 15.6. **Waiver.** The failure by either Party hereto to insist upon or to enforce any of its rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of such party's right to insist upon strict compliance with the provisions hereof. No delay in exercising any right, power or remedy created hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by any such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by any Party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.
- 15.7. **Succession and Assignment.** This Agreement binds and benefits the parties hereto not be assigned by either Party without the prior written consent of the other Party; provided, however, edIT may assign this Agreement in the case of a merger, asset sale or acquisition of edIT.
- 15.8. **Amendments.** This Agreement shall not be changed, modified or amended nor shall a waiver of its terms or conditions be deemed effective except by a writing signed by the Parties hereto.
- 15.9. **Form of Execution.** This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.
- 15.10. **Conflict.** To the extent there are any conflicts between the terms of the Charter and the terms of this Agreement, the terms of the Charter control.
- 15.11. **FERPA.** The Client hereby designates the employees, officers and directors of edIT, to the extent permitted by Law, as agents of the Client having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"). edIT and its officers and employees shall comply with FERPA at all times.
- 15.12. **Relationship of Parties.** edIT and its employees will serve as independent contractors in rendering services under this Agreement and are not and will not be the employees or servants of the Client or the Board. edIT may act as an agent of the Client or the Board in conducting transactions necessary for the operation of the Client. Notwithstanding any other provision of this Agreement, the Parties hereto understand and agree that edIT will be



required only to devote such of its resources to providing the services called for by this Agreement as are reasonably necessary and appropriate to the discharge thereof. The Client expressly acknowledges that edIT will not be required to apply its full resources to the performance of this Agreement, and that edIT is and will be providing services to other charter schools and other educational institutions. Neither Party has any authority to represent or bind the other Party in any manner whatsoever, except as the Parties expressly agree otherwise in writing.

- 15.13. **Access to Records.** The Client will and will cause its Representatives to furnish to edIT the properties, books and records of the Client that edIT may reasonably request in performance of the Services hereunder. edIT will furnish such properties, books and records of the Client in its possession to the Client as the Client may request.
- 15.14. **The “Non-Hire Period”.** The Client will not enter into any employment, consulting or other contractual relationship with a edIT employee or independent contractor, employed or contracted with edIT at the time of termination of this Agreement or during the 3 months preceding termination of this Agreement without the consent of edIT. For the purpose of clarification, it is acknowledged that, during the Non-Hire Period, an edIT employee or independent contractor may freely respond to inquiries and engage in discussions with any third party, including the Client, regarding future opportunities that may arise following the expiration of the Non-Hire Period. In the event that edIT provides the Client with a candidate for a position of employment with the Client, and the Client hires such candidate for any employment position with the Client, the Client shall pay edIT a non-refundable fee of \$2,000 for each candidate-referral. edIT shall provide the Client with only the name of a candidate and shall have no liability or responsibility whatsoever with respect to the qualifications or selections of the candidate. All hiring decisions will be made solely by the Client and all liability associated with hiring decisions and employment of the candidate will be assumed by the Client. In no event shall edIT be liable or otherwise responsible for any action performed or not performed by the candidate. edIT shall not review, recommend or guarantee qualifications or credentials of any candidate. The Client agrees to unconditionally indemnify, release and forever discharge edIT and hold harmless edIT from any and all liabilities, claims, and causes of action whatsoever, arising out of or in any way connected with the candidate referral or subsequent performance or nonperformance of the candidate.
- 15.15. **Non-disparagement.** Each Party agrees that it will not disparage or defame or make any negative statements regarding the other, or any of their respective affiliates, current or former officers, directors, shareholders, partners, members or agents, in communications with any other person or entity during the Term or at any time thereafter.
- 15.16. **Survival.** The provisions of Sections 7.2, 8-12, 14, 15.1-15.7 and 15.13-15.16 shall survive




the termination of this Agreement to the extent applicable.

- 15.17. **Further Actions.** Each Party hereto will, at all times, cooperate in taking such actions and doing or causing to be done all things necessary, proper or advisable or reasonably requested by the other Party hereto to effect the intent and purpose of this Agreement and implement the transactions contemplated hereby.
- 15.18. **Delegation of Authority.** Nothing in the Agreement will be construed as delegating to EDIT any of the powers or authority of the Client which have not been explicitly set Applicable Law or the Charter.
- 15.19. **Force Majeure.** Neither Party will be responsible for any delay or failure to perform its obligations under this Agreement, if such delay or failure is due to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, earthquake, or floods beyond the reasonable control of the affected party; provided however, when such an event occurs, the affected Party will promptly give written notice to the other Party, and such notice shall include a description of the event and the affected Party's best estimate of the length of time such event will prevent performance.

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the Parties, and the effective date shall be the date first above written.

edIT Support Technology Services

Name: Dr. Matt Ainley

Signature: 

Date: 4/27/2020

Ivy Hill Prep

Name: _____

Signature: _____

Date: _____



SCHEDULE A

SERVICES

Proposed Services

In this section we disclose the assumptions employed and our understanding of the anticipated deliverables. These assumptions are based upon our standard scope of work and maybe tailored to suit Ivy Hill Prep's more individual needs as required.

Key assumptions for the scope of work

- *Instructional Technology Support:* edIT will support all instructional technologies employed at IHP; including but not limited to student computing devices, interactive boards, projectors, etc.
- *System/Data Administration:* edIT will assume management of IHP's I.T. systems infrastructures and administrate these systems as required for daily operation
- *Network Operations Support:* edIT will provide full NOC support for all data distribution systems
- *Technology Capital Project Management:* edIT will provide inventory software, life-cycle planning, research & development, and strategic services as required to manage all I.T. resources appropriately
- *Federal/State Technology Grants (E-rate, Wireless Classrooms, etc.):* edIT will assist as appropriate in the authoring of grants related to technology purchases and projects
- *VOIP Telephony:* edIT will provide full support for VOIP telephony including voicemail, IVR, telephone handsets, and PBX systems
- *Staff cell phone and remote network access:* Remote access to required systems and staff cell phone access to email and core data services will be maintained
- *School security, access control, and camera system:* edIT will maintain school security system functionality, provide access cards and program the access control server, and ensure camera data retention for the required periods, but will not monitor camera feeds
- *MFP/copier support:* edIT will manage basic copier and printer support as allowed under IHP's lease agreement with 3rd party copier vendors. edIT will also manage the incident reporting and repair requests with 3rd party vendors
- *Print server management:* edIT will maintain print server(s) as required to enable network printing functionality



Proposed I.T. Support Services

- *Technology strategic planning and development:* edIT will provide strategic I.T. planning and guidance in-line with IHP's academic and operational goals to ensure that the technology investment is being leveraged to full capacity and provide a robust infrastructure capable of meeting all current needs while having the appropriate structure to expand and be scalable with \$Abr.Name's future growth and expansion. edIT will also align technology planning with e-rate, NY state technology voucher, and other grants to ensure best ROI on technology investments. The technology plan will drive all technological decisions at the school level and will dictate how technology is to be used at the instructional and administrative level.
- *Project design and management:* edIT will provide all required I.T. project design and management services. edIT has an excellent track record of managing 3rd party vendors and continues to be up-to-date on current solutions and applications to many educational projects. We have also designed and project-managed full infrastructure installations for new construction and building renovations.
- *Implement virtual environments, backup plans, active directory, group policies, servers, and cloud management:* edIT will implement, monitor, and maintain all mission critical systems and ensure appropriate disaster recovery measures are in place and tested
- *Manage the domain, NAS, and email services:* edIT will manage all network security aspects and user administration requests as well as manage the security of the IT infrastructure and information & data communication systems
- *Provide I.T. Support:* edIT will manage the deployment, monitoring, maintenance, upgrade and support of all I.T. Infrastructure and information & data systems, including servers, workstations, laptops, network equipment, operating systems, telephones, software applications and peripherals
- *Configuration:* edIT will implement, maintain, and backup appropriate configurations for all servers, hardware, peripherals, services, settings, directories, storage, etc. in accordance with best practices and IHP's academic and operational goals
- *Purchase screening:* edIT will work with the business office to ensure all software and hardware orders are pre-approved for purchase in terms of compatibility and redundancy with existing IT infrastructure and systems
- *Installation and configuration of third party software:* All purchased software will be made available to end-users in accordance with licensing, user requirements, and the technology plan
- *Inventory:* edIT will provide inventory software to track the deployment and maintenance history all I.T. assets (software will also be made available to the business office for tracking all of IHP's fixed assets for audit/depreciation purposes)
- *Licensing:* edIT's inventory system will be used to track usage and ensure that IHP is appropriately licensed for all software and OS products



- *Imaging and patching:* edIT will maintain standard images for student and office computers available for deployment over the network as required. The image will be updated with critical patches as required and software will be installed via group policy as needed. Major OS and non-critical updates will be made to the image at least once per year, in line with the technology plan
- *I.T. Troubleshooting:* edIT will diagnose, repair (where possible) and report on all computing devices and peripheral equipment where this will not void warranty or other legal “no-touch” obligations (cost of parts are not covered)
- *Instructional equipment:* edIT includes support for all instructional I.T. equipment, including the installation, configuration, and troubleshooting of classroom equipment (e.g., interactive whiteboards, projectors, and other I.T. based instructional systems) (cost of parts are not covered)
- *Audio Visual equipment:* edIT will install, configure, setup, and troubleshoot all A/V equipment in regular operation by the school (e.g. sound and projection systems in the classrooms and gymnasium/auditorium)
- *Point contact:* edIT will serve as the point contact for any coordinated problem resolution involving external software and hardware vendors
- *3rd party vendor management:* edIT will assist with 3rd party vendor bidding, selection process and management as required by the school’s technology plan
- *Research and Development:* edIT will work with IHP administration to identify potential I.T. solutions to specific elements of school instruction & operations, and research, evaluate, and develop specific software and hardware products (cost of potential solutions are not included)
- *E-rate:* edIT is a registered e-rate consultant and can provide advice and application support for all e-rate activities. edIT does not provide any services as an e-rate vendor; all desktop and end-user support services are not eligible for e-rate funding, basic maintenance for server-side products may be eligible for e-rate funding, however edIT provides these services free of charge when a contract for non-eligible items is executed removing any conflict of interest
- *Access to technical support:* edIT provides an online Helpdesk system that may be accessed via web-portal or e-mail 24x7x365. Emergency support is also available by direct cell phone access to the technicians. General support hours are during the regular school day for the on-site technician and 7AM -7PM for remote support. However, during an emergency, work often continues until functionality has been restored and technicians are expected to work as required to resolve emergency issues.

Covered equipment

Technical support is included for all I.T. solutions deployed and in regular operation by Ivy Hill Prep. This includes, but is not limited to: computing devices, interactive whiteboards, printers, telephony systems, e-mail systems, application servers, wired and wireless network infrastructure. edIT does not charge per device or per user, all costs are calculated on a base fee plus the amount of time required for a technician to be on-site. Any additional devices purchased during the term of the contract will not incur any additional



fees. Only an increase in dedicated time on-site not included in the scope of work will increase the fees charged. Any parts required for repairs are the responsibility of the school. Any work requiring permits, specialized equipment, or structural changes to the building will require additional fees.

Proposed I.T. support staffing plan

Service is provided as needed with unlimited remote support and emergency on-site support. Trouble tickets may be submitted to edit's Helpdesk system any time day or night, and a technician will work to resolve the problem remotely with the end user, or other designated personnel. If the issue cannot be resolved remotely a field technician will be dispatched. All mission-critical systems are monitored and serviced remotely to ensure complete uptime and availability of I.T. services. Technology and project planning, e-rate consulting, research and development, and general technology consulting are all included as standard.

Dedicated on-site technicians perform regular preventative maintenance on servers and network infrastructure, as well as being available to $\${Abr.Name}$'s staff for troubleshooting, training, and support. Trouble tickets may be submitted to edit's Helpdesk system any time day or night, and a technician will work to resolve the problem with the end user, or other designated personnel. All mission-critical systems are monitored and serviced remotely to ensure complete uptime and availability of I.T. services. Technology and project planning, e-rate consulting, research and development, and general technology consulting are all included as standard.

All edit's onsite technicians have full access to our Tier 2 and 3 Helpdesk team during school hours. They will be the primary technicians assigned to all tickets/incident requiring troubleshooting at $\${Abr.Name}$. The onsite technicians will also be the primary liaisons to other edit field technicians resolving issues such as server, phone system & other major outages as required. edit's senior staff have extensive experience in Server administration, Enterprise networking, and Educational Technologies as well as many other custom solutions. All edit's support staff are required to engage in professional development programs annually that lead to certification, or CPE credits and to stay current and knowledgeable about all devices/systems deployed across all networks supported by edit.

Furthermore, all technicians employed by edit must have school-based support experience. edit's president, Matt Ainley, has worked as a teacher in a NYC high school as well as served as an Assistant Principal, and a Chief Operating Officer of a Charter Management Company. edit's VP Kevin Chung, also has a long lineage of providing support to individual schools and school districts. Education is what drives edit, our very name derives from Education Information Technology, and our team members are trained to understand education as well as the technologies that support it.

The technicians will supervised and managed by edit. The client relationship manager will coordinate with the field technicians to review existing and future system needs and provide the school with



appropriate recommendations. The field technicians will meet as required with the school's administration to discuss the immediate I.T. needs of the school. With the knowledge and help of the field technicians, edIT will work together with \${Abr.Name} to develop and implement long-term plans with the school's administration.

The client relationship manager will conduct a monthly review of technology usage within the organization. This review will be used as an evaluation and planning tool for modifying network infrastructure, if necessary, to meet the end users' needs

Resolution times and Service Level Agreement (SLA)

edIT commits to maintain an overall uptime of 98 percent for all core I.T. services.

Uptime availability excludes any maintenance window's pre-agreed time-slot and takes into account any manufacturer's response time for equipment delivery. To achieve 98 percent uptime, \${Abr.Name}'s core I.T. services must be down for no more than 4.8 hours per month.

- Uptime is defined by the availability of core I.T. services and functionality to \${Abr.Name} and will be based on availability from 7am to 7pm Monday through Friday.
- Core I.T. Services are defined as those services having direct impact on the ability of \${Abr.Name} to function in going about daily business:
 - Full email, spam blocking, and delivery service
 - Outbound email service, for all email transmissions
 - Full unlimited remote email archiving service
 - Remote desktop / remote control for support
 - Remote VPN services (where required)
 - Phone functionality support and connectivity
 - Emergency internet access
 - Cloud services
 - Web hosting
 - Corporate DNS management
 - Off-site file backups
- edIT will not be held accountable for downtime caused by factors outside of its direct control (e.g. Internet service outages, power spikes, force majeure, etc)



The following table outlines edit's standard response and resolution times and SLA, however this is negotiable if $\$(Abr.Name)$ has specific requirements for certain services:

Trouble	Priority	Response Time (hours)	Resolution Time (hours)	Escalation Threshold
Service not available (all users and functions unavailable)	1	1	4	0 (escalated when ticket priority set)
Significant degradation of service (large number of users or critical business functions affected)	2	4	8	+1 (1 hour past due time)
Limited Degradation of service (large number of users or critical business functions affected)	3	8	16	+2 (2 hours past due time)
Small service degradation (business process continues, one or a few users are affected)	4	24	48	+8 (1 day after due time)

Response and resolution times are based on the time from when the initial ticket reporting the incident is submitted, and calculated during work hours only (8AM-5PM, Monday through Friday), except for priority 1 emergency work which is calculated from ticket submission to resolution regardless of time or day of week.

Trouble tickets may be submitted by any member of staff for any I.T. related issue via edit's online user portal, or by email, 24x7x365. Telephone support is encouraged for emergency priority 1 issues only. The Helpdesk system automatically routes certain categories of incident to the appropriate specialist, and will also escalate any SLA violations to the appropriate manager based on pre-agreed rules.

Uptime reporting on all core I.T. systems will be provided on a monthly basis. The root cause for any outage will be provided, along with the total outage time, and problem resolution information.



During scheduled maintenance windows, core network functions may be unavailable. Any essential maintenance work will be communicated and agreed upon with \${Abr.Name} at least 48 hours prior to the event. Any service (or 3rd party) affecting maintenance beyond edIT's control will not count against the uptime commitment for \${Abr.Name}.

Value-added services

edIT employs the latest technologies for monitoring, diagnosing, and troubleshooting potential incidents across multiple Operating System platforms and networks.

Network infrastructure is carefully documented and a dependency topology map is created to monitor all network devices and priorities are assigned to those devices with high dependencies. Using the technology plan as a guide, failover and redundant systems will be put in-place to ensure high-availability of core devices.

Automated agents are deployed across computing devices to report back on critical functions such as drive-space free, average memory usage, and CPU load, these data are then fed into monitoring software to alert our technicians of potential issues before they arise.

Mission critical servers are monitored for service availability, and helpdesk tickets are created automatically for any service outage. Failover servers can then be brought into play before significant impact on core services become widespread. All the agents, and monitoring applications have small footprints and do not affect the day-to-day operation of the devices they are installed on.

Remote support is available for a wide range of issues via edIT's Helpdesk. Helpdesk technicians will remotely diagnose, troubleshoot, configure and guide users through resolving their own issues quickly and efficiently from our central administrative office. Users can contact Helpdesk support for end-user questions and issues, including those related to Windows, Mac OS, Chrome OS, Email and Cloud services, Microsoft Office, Internet and network connectivity, user accounts, and printing.

Security is a major concern at edIT, both in terms of intrusion protection against unauthorized access, and protection against loss of data integrity. At edIT we use CEH standards to guard against unauthorized access and periodically carry out penetration tests against all exposed services and ports. We also perform regular security audits on file shares and VPN access. Antivirus software is monitored for compliance with policies, and regular checks are carried out by data sniffing technologies to ensure data is not being leaked by malware or other unauthorized applications.





Service frequency table

In accordance with best practices and to avoid unnecessary downtime, edIT performs routine preventative maintenance (PM) tasks on a fixed schedule. However, not all processes and services require scheduled PM, while other services are mission critical require constant monitoring. These tasks have been designated in the table below as either “*Ongoing*” meaning the service is constantly monitored by automated software agents and action is immediate if an issue is detected, or “*As required*” meaning the service is only updated or monitored if a related issue is detected, reported, or a change has occurred.

Description	Frequency	Included
General		
Document software and hardware changes	As required	Yes
Test backups with restores	Monthly	Yes
Reports documenting work accomplished or in process	Ongoing	Yes
Servers		
Manage Servers (data & VOIP)	Ongoing	Yes
Manage hardware and RAID's and external devices	As required	Yes
Check print queues	Weekly (ongoing if printer issues reported)	Yes
Monitor critical server services	Ongoing	Yes
Review event logs	Weekly	Yes
Keep Service Packs, Patches and Hotfixes current...	Critical as required, recommended after testing	Yes
Test patches and updates	Before deployment	Yes
Check event log of every server and identify potential issues	Weekly, or during problem	Yes



	management	
Monitor hard drive free space on server	Ongoing	Yes
Install and manage VMware 2.0 applications	As required	Yes
Configure server resources (printers, file shares)	As required	Yes
Monitor Active directory messages and operations	Ongoing	Yes
Monitor WINS replication	Ongoing	Yes
SQL server administration	As required	Yes
Reboot servers as needed	As required	Yes
Run defragment and check disk on all drives	As required	Yes
Scheduled of-time server maintenance	As required with full disclosure	Yes
Install supported software upgrades	As required	Yes
Set up and maintain windows server groups	As required	Yes
Set up and maintain directory structure	As required	Yes
Monitor status of backups	Daily	Yes
Alert Client to dangerous conditions	Ongoing	Yes
Educate and correct user errors	Ongoing	Yes
Clean temporary files and optimize system	Monthly	Yes
Support login scripts per client needs	As required	Yes
Server and design consulting	As required	Yes
Disaster Recovery		
Maintain Disaster recovery plan	Ongoing	Yes



Test Disaster Recovery plan	Monthly	Yes
Maintain workstation backups	As required	Yes
Provide email archive PST files	As per client policy	Yes
Devices		
Manage desktop and support operations	Ongoing	Yes
Manage Network Printers to support operations	Ongoing	Yes
Manage Student laptops	Ongoing	Yes
Manage Other Networked Devices	Ongoing	Yes
Manage PDA's/smart phones and tablets	Ongoing	Yes
Print server and sharing design and support services	As required	Yes
Small business fax support	As required	Yes
Email from photocopy services	Ongoing	Yes
Network		
Support for Air card connectivity	Ongoing	Yes
Check switch logs	Monthly	Yes
Performance monitoring/Capacity Planning	Ongoing	Yes
Monitor all network metrics	Ongoing	Yes
Maintain client connectivity to internet	Ongoing	Yes
Support for remote users/or provide networked services	As required	Yes
Network design and implementation	As required	Yes
Maintain and monitor VPN access to local site	As required	Yes
Backup configuration for manageable devices	As required	Yes



Configure network port mirroring (Cisco only)	As required	Yes
Configure VLANs, Trunking and routing	As required	Yes
Configure quality of service for network traffic	Ongoing	Yes
Support IP phones and real time services and applications	Ongoing	Yes
Install firmware and updates to devices	As required	Yes
Maintain DHCP and IP networks	Ongoing	Yes
Maintain IPX/SPX if needed	As required	Yes
Maintain Network Address Translation and ports	As required	Yes
Document networks and design	Ongoing	Yes
Maintain fiber optic connections	Ongoing	Yes
Maintain DMZ design and support for servers	Ongoing	Yes
Support B2B IPsec and other VPN site to site	As required	Yes
Maintain SSH or Telnet access to network devices	Ongoing	Yes
All other network consulting	As required	Yes
Security		
Check firewall logs	Weekly	Yes
Confirm that antivirus definition updates have occurred	Ongoing	Yes
Confirm that antispyware updates have occurred	Ongoing	Yes
Account maintenance & Shares.....	Ongoing	Yes
Permission and password management	Ongoing	Yes
Set up new users including login restrictions, passwords....	As required	Yes
Set up and change security for users and applications	As required	Yes



Monitor for unusual activity among users	Ongoing	Yes
All other security consulting	As required	Yes
Applications		
Ensure Microsoft Office Applications are functioning as designed	Ongoing	Yes
Ensure Microsoft ActiveSync process is working as designed	Ongoing	Yes
Assist in new application installs	As required	Yes
Resolve non-supported application issues with vendor	As required	Yes
Perform application trace analysis for malfunctioning procs	As required	Yes
Ensure remote applications are functioning as designed	Ongoing	Yes
Ensure VMware instances and software are functioning	Ongoing	Yes
Support Quickbooks install and configurations	Ongoing as part of BoostEd	Yes
Configure Outlook for email	As required	Yes
New Software consulting	As required	Yes
Email Services		
Ensure inbound email is being delivered	Ongoing	Yes
Implement redundant email inbound access	Ongoing	Yes
Implement and monitor outbound email connections	Ongoing	Yes
Ensure webmail is functioning	Ongoing	Yes
Identify email failures	Ongoing	Yes
Exchange Server user/mailbox management	Ongoing	Yes
Archive and store email	Ongoing	Yes



All other email consulting	As required	Yes
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SERVICES FEE

The Client shall pay a service fee equal to \$24,000 per year, or \$2,000 on a monthly basis.

These fees represent an all-inclusive labor cost for on-demand I.T. services provided to Ivy Hill Prep; installation, configuration, maintenance, and repair work are all included in these fees. However, Ivy Hill Prep is responsible for any hardware, software, licensing, etc. costs associated with providing these services.

*Cost is calculated on providing I.T. personnel as needed. Work hours for on-site support are generally 9am-5pm, but start-end times may be negotiated (upon prior agreement) to provide more appropriate on-site coverage depending upon IHP's exact needs. Dedicated on-site support time commitments include school vacations, but exclude national holidays and other times when access to campus may be unavailable. Unlimited remote and emergency support comes as standard and is included with all support packages.

Additional costs

edIT believes in flat fees with no hidden charges, and you'll never be charged for adding extra devices or users to your network. However, it is sometimes necessary to provide additional time on-site, for large projects or installations that fall out of the scope of work included in the contract. In these situations additional time may be purchased at IHP's discretion at and a negotiated fixed rate for the project.

Managed Services Proposal and Agreement

Between Charter Technology Solutions, LLC (“CTS” or service provider)
and Ivy Hill Preparatory Charter School (“Client”)

5/31/2019



MONTHLY MAINTENANCE COSTS - DIRECT COSTS

Managed Services		Total Care Package for K-12 (2020-21)				
Service	Units	Rates				
Client Maintenance and Support	Per client/month	1-25 Users	26-50	51-75	76-100	101+
		\$36	\$34	\$33	\$32	\$28
Servers and Phone System	Per Server/Month	Per Server or Phone System				
		\$160				
Network Devices, Non-E-Rate	Per Service/Month	1-25 Devices	26-50	51-75	76-100	101+
		\$12	\$11	\$10	\$8	\$6
Student Devices	Per Device/Month	1-50 Devices	51-100	101-150	151-200	201+
		\$8.00	\$7.00	\$6.00	\$5.00	\$3.50
Onsite Support	Per Day	1 Day	2-3 Days	4 Days	5+ Days	
		\$550	\$540	\$530	\$525	
Internet Connection Maintenance	Per Service/Month	Fee per service maintained				
		\$100				

Total Care Package			
Item	QTY	Rate / Unit	Total
User Maintenance and Support	20	\$36.00	\$720.00
Servers or Phone Systems for TCP	1	\$160.00	\$160.00
TCP Network Devices - Non Erate Eligible	12	\$12.00	\$144.00
Student Devices	120	\$6.00	\$720.00
Scheduled Onsite Support Days	1	\$550.00	\$550.00
Internet Connection Management	0	\$100.00	\$0.00
Project Management and Strategic Consulting (INCLUDED)	1		
Total Monthly Cost			\$2,294.00



Executive Summary

The short version for anyone short on time.

Relationship Basics

After an initial 12-month term our relationship will continue month to month and either party can end it with 60 days' notice. [more](#)

You'll pay us monthly, based on the agreed rate card, for people and systems we are supporting for you. We will report any changes to you monthly. [more](#)

That includes any services or products provided under the E-rate program. Of course, we'll work with you to take maximum advantage of E-rate dollars where possible. [more](#)

Our service hours are 7:30am-6pm M-F, and we'll work to resolve all issues as fast as possible based on your indicated priority. [more](#)

We provide the service, but you're responsible for any hard costs (parts, software licenses, earplugs, etc.) incurred in resolving issues. [more](#)

The Legal Stuff

Each will protect the other's confidential info. [more](#)

Manufacturers warrant their own products (servers, software, etc.). We provide no additional warranties not explicitly spelled out. [more](#)

Our liability is limited to the extent of the agreement itself, and you'll hold us harmless in any action by a third party (e.g. students and school employees, etc.). [more](#)

You'll excuse a delay in service if truly beyond our control (aliens land, Central Park is under water, etc.). [more](#)

Please don't poach our awesome staff. 'Nuff said. [more](#)

How Maintenance Works

Monthly support applies to your existing systems. Adding new technology, big changes or overhauls of systems will be handled as project work and billed separately per agreed-upon terms. [more](#)

Essentials clients qualify for our support on non-covered items at standard hourly rates. [more](#)

We'll work with appropriate hardware vendors to achieve repair of vendor-supported hardware. [more](#)

To qualify for service, technology must be compliant with minimum support standards (e.g. software licenses are genuine, technology is still supported by the vendor, etc.). [more](#)

We'll work with you to obtain up-to-date equipment, but if you insist on using non-compliant or outdated hardware, that's on you. [more](#)

You promise to help us help you (e.g. let us in when we come over, make sure we aren't tripping over hazardous substances, etc.). [more](#)

The Appendices

- (A) Outline of our support commitments—support tiers, turnaround times and escalation process. [more](#)
- (B) Table of support services—our promises both ongoing and as-needed. [more](#)
- (C) Chart of typical equipment life and estimated replacement costs when needed, used to determine support eligibility. [more](#)
- (D) Rate card for managed services—our uniform price list for services that will be used to calculate your bills. [more](#)

Please keep in mind that this Executive Summary is just that – an overview of our master contract. The definitive legal agreement between you and CTS is the actual contract agreed to and signed by our respective representatives.



TERMS OF AGREEMENT

This Managed Services Agreement (“Agreement”) is between Client and Service Provider (each a “Party” and collectively, the “Parties”), and sets forth the legal rights and obligations governing your order for managed IT services, associated equipment and software, and the installation and service thereof (the “Services”), or any future oral or written request for Services made in addition to that covered by this Agreement and accepted by Service Provider. Service Provider reserves the right to periodically review and modify the terms of this Agreement, its Appendices, and any pricing associated herewith, with thirty (30) days prior written notice to Client.

TERM AND TERMINATION

The term of this Agreement shall commence on the date that Service Provider commences performance, which date shall be reflected in the first invoice submitted to Client (the “Effective Date”), and will continue in effect for one-year thereafter (the “Initial Term”). Unless terminated by either Party with sixty (60) days’ notice prior to the expiration of the Initial Term, this Agreement shall continue on a month-to-month basis (“Month-to-Month Term,” together with the Initial Term shall constitute the “Term”). During the Month-to-Month Term, either Party may terminate the Agreement upon sixty (60) days written notice to the other Party. In the event that this Agreement is terminated prior to the expiration or termination of a then-pending contract for Internet Access, telephony, subscription software or similar services (“Third-Party Obligations”), the terms of this Agreement shall remain in effect as to such Third-Party Obligations until the contract governing the Third-Party Obligation expires or is terminated in accordance with its terms.

If either Party terminates this Agreement, Service Provider will assist Client in the orderly termination of Services, including the timely transfer of the managed IT services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.

Termination of this Agreement shall not relieve either Party of its respective obligations to comply with all terms of this Agreement that expressly call for performance prior to or subsequent to the termination date, including without limitation, the payment of fees and the parties’ respective obligations to protect Confidential information, as defined herein.

FEES AND PAYMENT SCHEDULE

Monthly recurring support fees will be invoiced to Client on a monthly basis, and will become due and payable on the first day of the following month, unless stated otherwise on your invoice. Services may be suspended if payment is not received within thirty (30) days following the invoice date due. It is understood that any applicable Federal, State or Local taxes shall be added to each invoice for Services provided under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the State of use.

Appendix D (Rate Card) outlines the monthly fees to be charged Client under the terms of this Agreement. Client is responsible for all listed charges, as well as any third-party fees applicable thereto. For Clients

selecting “Essentials” package, the first month will include an additional one-time setup fee, which shall be identified in the Essential Rate Card provided to Client.

Monthly recurring support fees are subject to monthly review for accuracy and completeness. Should adjustments or modifications be required that change the monthly fees, these changes will be based on actual user and device counts and the stated pricing based on the Rate Card (Appendix D). Client will be provided a monthly report that identifies any such adjustments or modifications, and any change to the associated fee(s) will be reflected in the subsequent monthly invoice(s) unless disputed by Client in writing within thirty (30) days of the date of the applicable monthly report.

Client shall not be relieved of its payment obligations due to the failure of any third party to make timely payments.

SERVICES COVERED AND CHANGE REQUESTS

Appendix B (CTS Services) outlines the Services covered by the terms of this Agreement. For “ESSENTIALS” packages, billable hourly Help Desk support is available. Client acknowledges and agrees that the Services provided are for routine support of Client’s existing network, equipment and systems. Any request by Client to add new technology, equipment or software, or otherwise require support that is considered in Service Provider’s sole discretion to be non-routine or require Service Provider personnel to devote in excess of one business day to the task, shall be considered additional “Projects” and will be billed at Service Provider’s then-current hourly rate(s) in 15-minute increments of the hour.

Should Client wish to change the quantity or amount of Services provided (“Service Modification”), Client shall notify Service Provider of such change and, if approved by Service Provider, the Service Modification, and any corresponding adjustment to the monthly fees (including third-party fees), shall be reflected in the subsequent monthly invoice(s). In no case shall the fees associated with a Service Modification be prorated.

Should Client wish to add or remove Services, or change, add or remove the location of the Services provided, Client shall provide Service Provider sixty (60) days’ advance notice of any such request (“New Service Request”). Service Provider shall have thirty (30) days to approve such New Service Request. If approved, the New Service Request, and any associated fees and costs (including third-party fees), shall be reflected in the monthly invoice corresponding to the date that Service Provider commences performance. In no case shall the fees associated with a New Service Request be prorated.

CLIENT RESPONSIBILITIES

Client will allow Service Provider reasonable access to location(s) at which the Services are being provided (“Premises”) as necessary and as authorized by Client for installation, inspection, testing and repair of the equipment, network or system and performance of any required activity and make available a reasonable

amount of secure space for storage by Service Provider of repair parts and provide any assistance as necessary to allow Service Provider to perform Services.

In addition, Client represents and warrants that the Premises shall: (i) be in compliance with all applicable federal, state and local laws, rules and regulations, including hazardous waste and environmental laws and/or regulations; (ii) be safe; and (iii) not contain, present, or expose Service Provider employees or agents to asbestos or other hazardous materials or substances. If Client breaches this Section, Service Provider may immediately suspend performance until Client has corrected such condition(s) and/or terminate this Agreement with respect to such Premises without liability.

MINIMUM STANDARDS REQUIRED FOR SERVICES

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met (collectively, the "Minimum Standards"). *The costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement and shall be billed separately.*

1. All Server and Desktop Software must be Genuine, Licensed and Vendor Supported.
2. Client agrees that if the vendor of any software in use on Client systems announces the End of Support of a product or mandatory upgrade away from a version of their software the Client will engage Service Provider in a Project to purchase and deploy suitable and supported replacement software.
3. The environment must have a currently licensed, up to date and Vendor Supported Server based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
4. Client agrees to utilize the Service Provider' preferred Server backup solution suite, which is included in both Total Care and Essential service offerings. Storage limits may apply.
5. The environment must have a currently licensed, Vendor Supported Hardware Firewall between the Internal Network and the Internet.
6. All Wireless data traffic in the environment must be securely encrypted.
7. Client must have a static IP address available from at least one Internet Services Provider for every location.

HARDWARE COMPLIANCE AND EQUIPMENT LIFECYCLES

Service Provider shall provide support of all hardware, equipment, and systems specified in Appendix B, provided that all items are eligible for coverage under a currently active vendor support contract or replaceable parts are readily available, and all software be genuine, currently licensed and vendor-supported ("Compliant Hardware"). The determination of Compliant Hardware shall be made by Service Provider in its sole discretion, and shall govern regardless of whether Service Provider procures the item(s) at Client's direction. Should any hardware or systems be deemed noncompliant with these requirements ("Noncompliant Hardware"), if possible, Service Provider will provide Client with a proposal to bring the

Noncompliant Hardware into compliance. If Client does not accept the proposal within thirty (30) days and/or compliance is not possible, the Noncompliant Hardware will be excluded from this Agreement and Service Provider shall have no obligation to support such Noncompliant Hardware. Should Service Provider elect, in its sole discretion, to support such Noncompliant Hardware, any and all fees and costs associated with such support (including any third-party charges) shall be billed to Client at cost (“Noncompliant Hardware Costs”), including but not limited to Noncompliant Hardware Costs related to performance degradation, slowness, security intrusions or breaches, cosmetic problems, or impaired functionality.

Service Provider encourages Client to review the CTS Equipment Lifecycle Chart in Appendix C (“CTS Default Lifecycles”). Client shall provide Service Provider thirty (30) days’ notice of any desire to modify the Lifecycles identified therein, and any such changes shall be reflected on an updated Appendix C. Service Provider shall make reasonable efforts to support such equipment; however, notwithstanding the foregoing, Service Provider reserves the right to refuse to support any equipment outside the CTS Default Lifecycles.

EXCLUSIONS

Service Provider shall have no liabilities or obligations relating to Excluded Costs. As used in this Agreement, “Excluded Costs” means each of the following:

- 1) Parts, equipment or software that are outside the CTS Default Lifecycles identified on Appendix C.
- 2) Hardware and licensing costs.
- 3) The cost of any replacement or upgrade parts, equipment, or shipping charges.
- 4) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees.
- 5) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees.
- 6) The cost to bring Client’s environment up to minimum standards required for Services.
- 7) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- 8) Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client’s employees or anyone other than Service Provider.
- 9) Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in Appendix B.
- 10) Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B.
- 11) Training or professional development.

COVERAGE HOURS, SUPPORT AND ESCALATION

Coverage Hours

Remote Helpdesk and Vendor Management of Client's IT networks will be provided to the Client by Service Provider through remote means between the hours of 7:30 am – 6:00 pm Monday through Friday, excluding Service Provider's observed holidays, which include all federally-observed holidays (except Veteran's Day), as well as the day following Thanksgiving Day and December 24th (collectively, "Holidays"). Network Monitoring Services will be provided 24/7/365. To the extent Client requests, or circumstances require, Service Provider to provide onsite Services or other support, Service Provider generally will access the Premises between 9am-5pm ("Onsite Hours"), but will make reasonable efforts to accommodate requests by Client to modify the Onsite Hours.

Support and Escalation

Service Provider will respond to Client's Incident Tickets under the provisions of Appendix A, and with best effort after hours or on Holidays. Incident Tickets must be opened by email to our Help Desk at support@charterts.com or by phone at 866-399-3230. Each call will be assigned an Incident Ticket number for tracking. Our escalation process is detailed in Appendix A.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 7:30 am – 6:00 pm Monday through Friday, excluding Holidays, shall be subject to provisions of Appendix A.

Service Calls Where No Trouble is found

If Client requests onsite service and no problem is found or reproduced, Client shall be billed at the current applicable rates as indicated in Appendix D.

E-RATE PROGRAM

Client and Service Provider acknowledge that some of the Services provided under this Agreement may be eligible for funding under the federal E-Rate program. Accordingly, Client and Service Provider agree to take all actions and submit all filings necessary to obtain and preserve E-Rate funding. Client shall be liable to and shall pay Service Provider in full for any amounts owing or costs incurred that are not eligible for E-Rate funding or are otherwise not reimbursed by the Universal Service Administration Company ("USAC"). Service Provider makes no guarantees, representations, or warranties regarding the E-Rate eligibility or ineligibility of the Services provided under this Agreement.

CONFIDENTIALITY

During the Term of this Agreement, Service Provider and Client may be exposed to the other's proprietary information (the "Confidential Information"). Each Party agrees to hold in strictest confidence and not to disclose to any person or use in any way for that Party's own or another's benefit any of the other Party's Confidential Information or the terms of this Agreement and any associated proposals or orders. The parties agree that any violation of these provisions regarding confidentiality will result in irreparable injury to the other Party and agree that each shall have the right to seek a restraining order, injunction or any

other remedies available at law or in equity. The Parties agree to waive any bond requirement for enforcement of this provision.

WARRANTY

(A) Client shall have the benefit of the manufacturers' end user warranties for all Compliant Hardware provided hereunder. Client acknowledges and agrees that Service Provider shall have no liability or obligations with respect to either Compliant or Noncompliant Hardware, provided that Service Provider will provide reasonable assistance to Client in presenting any warranty claims relating to Compliant Hardware to the manufacturer. **(B)** Client agrees that installation, repair, or modification of a system by non-manufacturer certified technicians may void the manufacturer's warranty and may result in a denial of hardware and/or software support services. **(C)** UNLESS OTHERWISE STATED IN THIS AGREEMENT THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES FROM SERVICE PROVIDER. SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NONINFRINGEMENT, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, TRADE PRACTICE OR ANY WARRANTY OF SECURITY OR THAT THE SERVICES OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR FREE. SERVICE PROVIDER SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO SERVICE PROVIDER'S OR CLIENT'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS OR DESTRUCTION OF CLIENT'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES (SUCH AS TOLL FRAUD), COMPUTER VIRUSES OR ANY OTHER METHOD. SERVICE PROVIDER MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT DEVICES OR SYSTEMS OR WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR FIRMWARE.

LIMITATION OF LIABILITY

(A) IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR: (i) ANY INDIRECT, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES; (ii) CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COMMERCIAL LOSS OF ANY KIND WHICH INCLUDES LOSS OF BUSINESS, PROFITS, REVENUE OR SAVINGS, AND LOSS OF DATA OR MESSAGES; OR (iii) ANY DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, TOLL FRAUD OR COMPUTER VIRUSES. THIS PROVISION APPLIES TO ALL CLAIMS WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND WHETHER SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. **WITH RESPECT TO ANY CLAIM FOR DIRECT DAMAGES, THE ENTIRE LIABILITY OF SERVICE PROVIDER FOR CLAIMS ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL NOT EXCEED EITHER THE VALUE OF THE PROPOSAL OR ORDER GIVING RISE TO THE CLAIM.** This limitation applies notwithstanding any failure of essential purpose of such limited remedy. **(B)** Service Provider shall be liable for any physical damage it causes to the system or its components due to its gross negligence or willful misconduct. In such event, Client's sole remedy shall be limited to Service Provider's repair of the system or component, or if the system or component cannot be repaired, as determined by Service Provider in its sole discretion, replacement with a comparable system or component or a prorated refund.

INDEMNIFICATION

Each Party shall defend, indemnify and hold harmless the other Party, and its respective directors, officers, trustees, members, employees and agents from and against any third party claim, suit, action or proceeding alleging bodily injury (including death) or damage to tangible property to the extent such injury or damage is caused by the gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors or suppliers in connection with the performance of Services or the unauthorized disclosure or use of any confidential information, as defined below, provided that such claim is promptly reported to the indemnifying party in writing.

FORCE MAJEURE

Except for Client's payment obligations hereunder, a Party's non-performance or delay shall be excused to the extent the failure or delay in performance is the result of events beyond such Party's reasonable control including, without limitation, governmental actions, civil unrest, terrorism, power surges or failure, fire, water, acts of God including without limitation, rain, floods, earthquakes or lightning.

NON-SOLICITATION AND NON-HIRE

During the term of this Agreement, and for two years immediately thereafter, Client agrees not to solicit for employment, hire or otherwise retain, directly or indirectly, any employee or independent contractor of Service Provider who performed services under this Agreement, without Service Provider's prior written approval. If an employee or independent contractor is hired in violation of this section, Client shall pay to the other Party as liquidated damages a fee (the "Fee") equal to 50% of the employee's annual compensation within thirty (30) days of written notice of such violation. The Fee shall also be payable if the Service Provider consents to the engagement of the employee or independent contractor.

In addition, Client agrees that it will not engage in any commercial or other business relationship with, or contact, deal with or utilize, any third-party service provider without the Service Provider, if such third-party service provider was introduced to Client by the Service Provider in connection with this Agreement, except to the extent any such relationship is engaged in the ordinary course of business and consistent with past practices.

NOTICES

Notices shall be in writing and will be deemed given when delivered in person or when sent, with confirmed delivery, via electronic mail, facsimile, or overnight courier. The respective addresses of the parties for notice are: (i) to Client: at the address indicated on the Order; or, (ii) to Service Provider: Charter Technology Solutions, Attention: Sachin Gujral, 129 20th Street, Suite 2, Brooklyn, NY 11232. Client shall notify Service Provider of any changes to its address.

GENERAL PROVISIONS

(A) Assignment. Client shall not assign this Agreement without Service Provider's prior consent. **(B) Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their

respective successors and permitted assigns. **(C) Waiver.** A Party's waiver of any default will not operate as a waiver of any contemporaneous or subsequent default. **(D) Severability.** If any Court finds any provision of this Agreement to be void, unlawful or unenforceable under any applicable statute or other controlling law, such provision shall be deemed severed and the remainder of this Agreement shall continue in full force and effect. **(E) Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard to its choice of laws principles. **(F) Publicity.** Client shall not issue a news release or other form of publicity (excluding any requisite federal or state reporting) concerning the existence of the Agreement or the Services without obtaining the prior written approval of Service Provider. **(G) Agreement Precedence.** In the event of any conflict between these terms and conditions of this Agreement and other documents attached hereto or agreed to by the Parties in writing, the order of precedence shall be: (i) the terms and conditions of this Agreement and, to the extent applicable, any contract governing Third-Party Obligations; (ii) applicable product/service proposals; (iii) any order; and (iv) any other attachments and/or exhibits. **(H) Independent Contractor.** Service Provider and Client are independent contractors with respect to all rights and obligations under this Agreement. **(I) Execution.** This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument and the Parties may rely on a facsimile or digital signature to bind the other Party. **(J) Entire Agreement and Modification.** This Agreement supersedes all prior or contemporaneous proposals, communications and negotiations, both oral and written, relating to the subject matter of this Agreement and constitutes the entire agreement between Service Provider and Client with respect to the subject matter herein. No subsequent agreement among the Parties concerning the Services shall be effective or binding unless made in writing and executed by authorized representatives of both Parties. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement.

APPENDIX A – CTS Service Delivery Process

Response and Resolution Times

The following table shows the Incident response and resolution targets for each priority level:

Issue	Priority	Response Target	Resolution Target
		<i>In Business Hours</i>	
Business critical function or service affected Most or all users	1	1 hour	4 hours
Significant degradation of service Many users or major functions affected	2	2 hours	8 hours
Limited degradation of service Limited number of users affected, work can continue	3	4 hours	8 hours
Minimal degradation of service Low priority requests or long term efforts	4	8 hours	6 weeks

Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1	All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues.

Service Request Escalation Procedure

The following workflow describes what happens to an Incident or problem ticket as It makes Its way through the CTS Support Tiers on Its way to being resolved.

- A. Client communication is received
- B. Incident Ticket is created
- C. Issue is reviewed, assigned a Priority and documented in ticketing system
- D. Issue is acknowledged with an e-mail, indicating assigned ticket number and priority
- E. Issue undergoes triage by Tier 1 Support engineers

- F. If issue can be resolved through Tier 1 Support:
- G. Level 1 Resolution - issue is worked to successful resolution
- H. Quality Control - issue is verified to be resolved to Client's satisfaction
- I. Trouble Ticket is closed, after complete problem resolution details have been updated in ticketing system
- J. If issue cannot be resolved through Tier 1 Support:
- K. Issue is escalated to Tier 2 Support
- L. Issue is qualified to determine if it can be resolved by Tier 2 Support
- M. If issue can be resolved through Tier 2 Support:
- N. Level 2 Resolution - issue is worked to successful resolution
- O. Quality Control - issue is verified to be resolved to Client's satisfaction
- P. Trouble Ticket is closed, after complete problem resolution details have been updated in ticketing system
- Q. If issue cannot be resolved through Tier 2 Support:
- R. Issue is escalated to Tier 3 Support
- S. Issue is qualified to determine if it can be resolved through Tier 3 Support
- T. If issue can be resolved through Tier 3 Support:
- U. Level 3 Resolution - issue is worked to successful resolution
- V. Quality Control - Issue is verified to be resolved to Client's satisfaction
- W. Trouble Ticket is closed, after complete problem resolution details have been updated in ticketing system
- X. If issue cannot be resolved through Onsite Support:
- Y. Client Manager Decision Point - request is updated with complete details of all activity performed and escalated to the assigned Client Manager.

APPENDIX B – CTS Services

Description	Frequency	Total Care	Essentials
SERVERS			
Manage Servers	Ongoing	YES	YES
Check Print Queues	As needed	YES	YES
Monitor all server services	Ongoing	YES	YES
Keep services packs, patches and hotfixes current	Monthly	YES	YES
Check event log of every server and identify any potential issues	Ongoing	YES	YES
Monitor hard drive free space on server	Ongoing	YES	YES
Exchange Server user/mailbox management	As needed	YES	YES
Monitor Active Directory replication	Ongoing	YES	YES
SQL Server Management	As needed	YES	YES
Reboot servers if needed	As needed	YES	YES
Run defrag and chkdsk on all drives	As needed	YES	YES
Schedule off time server maintenance	As needed	YES	YES
Clean and prune directory structure, keep efficient and active	Ongoing	YES	YES
Setup and maintain groups (accounting, admin, printers, teachers, etc.)	As needed	YES	YES
Alert Client to dangerous conditions: - Memory running low - Hard drive showing signs of failure - Hard drive running out of disk space - Controllers losing interrupts - Network cards report unusual collision activity	As needed	YES	YES
Document software and hardware changes	As performed	YES	YES
Install supported software upgrades	As needed	YES	YES
BACKUP / DISASTER RECOVERY			
Alert Client to dangerous conditions:	As needed	YES	YES
Maintain proper operation of backup software	Ongoing	YES	YES
Maintain daily backups of servers / main file repositories including backup failure remediation	Ongoing	YES	YES
Maintain configuration backups of core network devices after each configuration change	As performed	YES	YES
Test restore functionality of server(s) files and/or main file repository backups	Quarterly	YES	YES
END-USER DEVICES			
Manage Network Printers	Ongoing	YES	YES
Manage other Networked devices	Ongoing	YES	YES
Manage Client Staff Computers *Does not include setup of new user workstations	Ongoing	YES	NO
Manage Smartphones	As Needed	YES	NO
Manage Client Student Devices	Ongoing	YES	NO

Appendix B - CTS Services - Continued

Description	Frequency	Total Care	Essentials
NETWORKS			
Analysis of router logs	As needed	YES	YES
Performance monitoring/Capacity planning	Ongoing	YES	YES
Monitory DSU/TSU, switches, hubs and internet connectivity, and make sure everything is operational (available for SNMP manageable devices only)	Ongoing	YES	YES
Maintain office connectivity to the internet	Ongoing	YES	YES
SECURITY			
Check firewall logs	As needed	YES	YES
Server permissions and file system management	As needed	YES	YES
Confirm that <i>server</i> antivirus/antimalware definition auto updates have occurred	Ongoing	YES	YES
Confirm that <i>workstation</i> antivirus/antimalware definition auto updates have occurred	Ongoing	YES	NO
Setup new users including login restrictions, passwords, security, applications *Does not include setup of new user workstations	As needed	YES	NO
Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As needed	YES	NO
Setup and change security for existing users and applications	As needed	YES	NO
APPLICATIONS			
Alert Client to interruptions to key GSuite/Office 365 cloud services	As Needed	YES	NO
Ensure Microsoft Office Applications are functioning as designed	As needed	YES	NO
Ensure Microsoft ActiveSync applications	As needed	YES	NO
Ensure Adobe Acrobat Applications are functioning as designed	As needed	YES	NO
Maintain proper operation of applicable MDM software	Ongoing	YES	NO
Change management of applicable bell system schedules	As needed	YES	NO
TELEPHONY			
Phones system / PBX is functional	Ongoing	YES	YES
Digital Trunks or Analog lines are connected and reachable	Ongoing	YES	YES
Phone handsets are functional and can dial in/out (as configured)	As needed	YES	YES
Adding new extensions and provisioning new phones	As needed	YES	YES
Making call routing changes	As needed	YES	YES

APPENDIX C – CTS Equipment Lifecycle Chart

Device Categories, Lifecycles and Costs - CTS Defaults			
ASSET CATEGORY	EXAMPLES	LIFECYCLE (yrs)	COSTS
Audio Visual	Projectors	10	\$600
	Interactive Panels	7	\$5,500
	TVs	6	\$900
	Smart Dongles	5	\$150
	PA System components	10	\$200
	Document Cameras	6	\$500
Chromebook	All ChromeOS devices	5	\$250
Clock	Synchronized clocks	10	\$150
Data Storage	NAS and SAN systems	5	\$2,000
Device Cart	Storage, charging carts and cabinets	10	\$2,500
Firewalls and Routers	Sonicwall TZ or NSA series, Cisco ASA	5	\$3,500
ISP Device	Cable modems, ISP routers	5	\$0
Mobile Device	iPad, Android, mobile phones	4	\$350
Phone	VoIP handsets	5	\$120
Phone System	VoIP PBX systems	5	\$2,500
Power	UPS batteries. PDU management	7	\$1,200
Printer	Low end, low volume (HP M401, etc)	3	\$400
	High end, high volume (HP M577, etc)	5	\$1,500
	Copiers (leased)	0	\$0
Security	NVRs	7	\$5,000
	Cameras	7	\$300
	Door Intercoms	10	\$2,500
Servers	High End (<\$5000)	6	\$8,000
	Low End (>\$5000)	5	\$4,000
Switch	Core infrastructure (Catalyst switches)	5	\$3,500
	Room switches (Netgear, TP-Link, etc)	4	\$250
Wifi	WAPs	5	\$750
	WLCs	5	\$3,500
Workstation	Laptops (Lenovo, Apple, HP, etc)	4	\$1,200
	Desktops (Upgradeable desktops)	4	\$1,200
Workstation Student	Student Laptop (11" Notebooks)	4	\$350
	Student Desktop (AIO, TIO desktops)	4	\$700

Appendix D- 2019 Total Care Rate Card for Education

2019- 20 RATE CARD						
Service	Units	Rates				
Client Maintenance and Support*	Per client/ month	1-25 users	26-50	51-75	76-100	101+
		\$36	\$34	\$33	\$32	\$28
Server and Phone System	Per server/ month	Per Server or Phone System				
		\$160				
Network Devices	Per device/ month	1-25 devices	26-50	51-75	76-100	101+
		\$12	\$11	\$10	\$8	\$6
Student Devices	Per device/ month	1-50 devices	51-100	101-150	151-200	201+
		\$8.00	\$7.00	\$6.00	\$5.00	\$3.50
Onsite Support	Per Day	1 Day	2 -3 Days	4 Days	5+ Days	
		\$550	\$540	\$530	\$525	
Internet Connection Maintenance**	Per Service/ Month	Fee per service maintained				
		\$100				

*A "User" shall be any person who (1) has at least one account on the Client's system and (2) uses a supported device of any kind, regardless of the employment status of such person.

**If Internet Access services are contracted directly from a 3rd party ISP.

E-Rate Eligible Managed Services (MIBS)		
Items	Units	Device Fee
Core Network Infrastructure	Per device/month	\$50
Items	Per device/month	\$10

Agreement Acceptance

In witness whereof, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as set forth below.

Please sign below to indicate your acceptance of this order for services and agreement to be bound by the terms and conditions of the Managed Service Agreement.

**Charter Technology Solutions,
LLC**

**Ivy Hill Preparatory Charter
School**

Signature 

Signature

Michael McKee
Name

Ambrosia Johnson
Name

Title

Head of School
Title

5/31/2019
Date

Date

Cover Sheet

Academic Dashboard

Section: IV. Academic Achievement
Item: A. Academic Dashboard
Purpose: Discuss
Submitted by:
Related Material: April 2020 Academic Dashboard Report vF.xlsx

Cover Sheet

HOS Report

Section: V. Head of School Update
Item: A. HOS Report
Purpose: Discuss
Submitted by:
Related Material: Family Survey Results_19-20.pdf
Head of School Report-May 2020.pdf



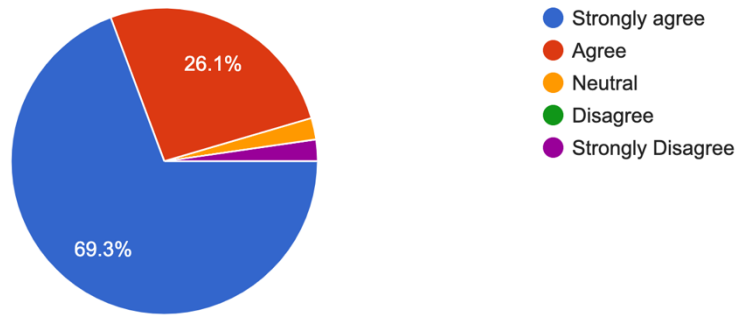
IVY HILL PREP Family Survey Results 2019-2020

School Goals as Identified by our Charter	
Goal 1: 80% of families will participate	Achieved: 93% of families participated
Goal 2: 80% satisfaction across metrics	Achieved: All metrics performed at 92% or higher

Question 1

I can tell that the teachers and staff at Ivy Hill Prep love my child.

88 responses



95% Agree or Strongly Agree



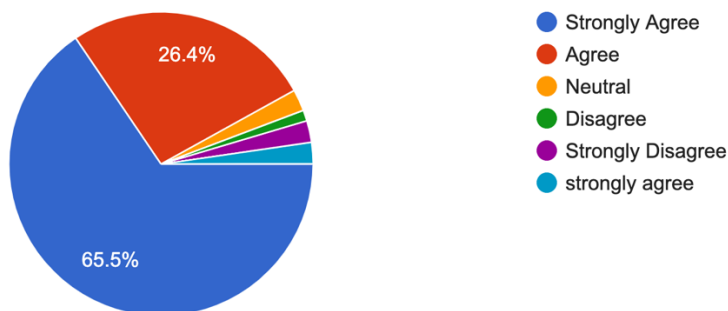


IVY HILL PREP Family Survey Results 2019-2020

Question 2

I am satisfied by how well Ivy Hill Prep communicates with me throughout the year about the progress of my child and events happening at the school.

87 responses

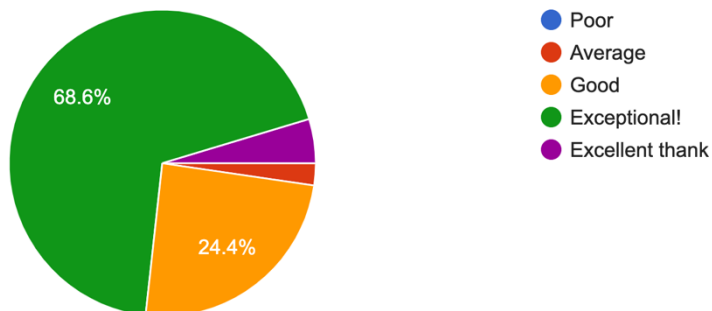


92% Agree or Strongly Agree

Question 3

Overall, how would you grade Ivy Hill Preparatory Charter School?

86 responses



99% Grade Ivy Hill Prep as Exceptional or Good



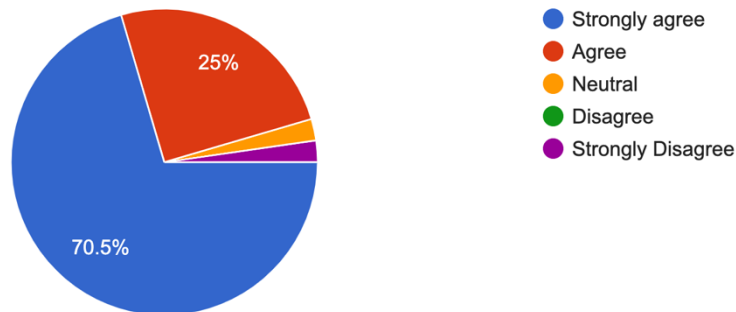


IVY HILL PREP Family Survey Results 2019-2020

Question 4

I feel welcomed when I visit Ivy Hill Prep and would recommend other members from my community to attend this school.

88 responses

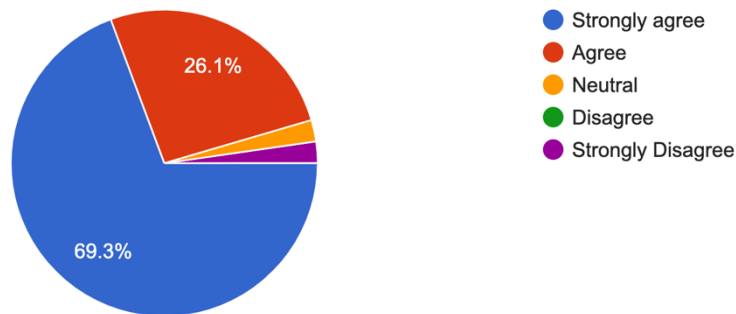


96% Strongly Agree or Agree

Question 5

I can tell that the teachers and staff at Ivy Hill Prep love my child.

88 responses



95% Strongly Agree or Agree



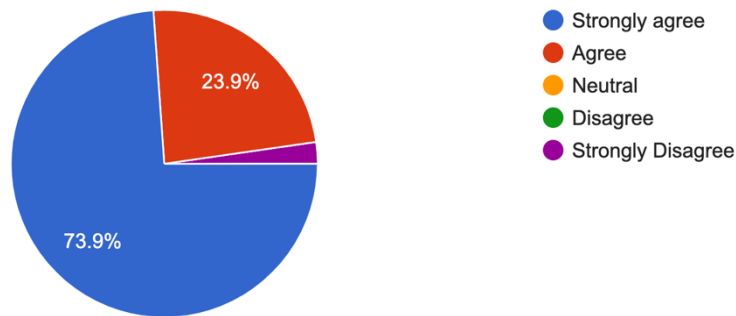


IVY HILL PREP Family Survey Results 2019-2020

Question 6

Ivy Hill Prep holds students to very high behavioral standards.

88 responses

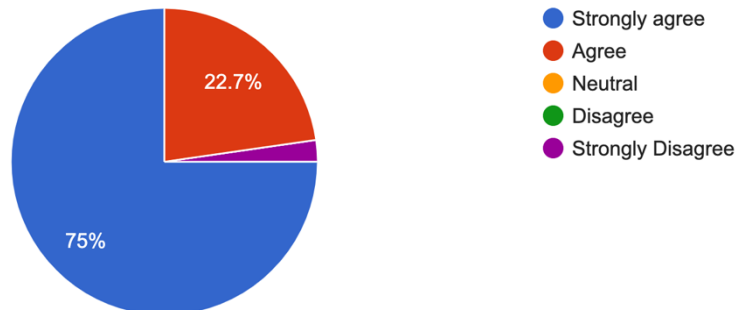


98% Strongly Agree or Agree

Question 7

Ivy Hill Prep has very high academic standards and a rigorous curriculum.

88 responses



98% Strongly Agree or Agree



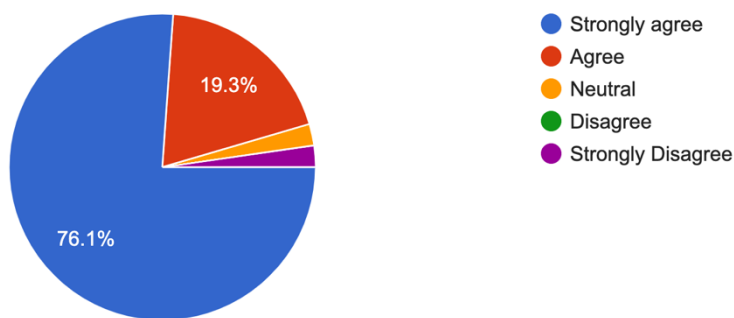


IVY HILL PREP Family Survey Results 2019-2020

Question 8

I am pleased with the Principal/Head of School of Ivy Hill Prep. The School Leader is successful at her job.

88 responses

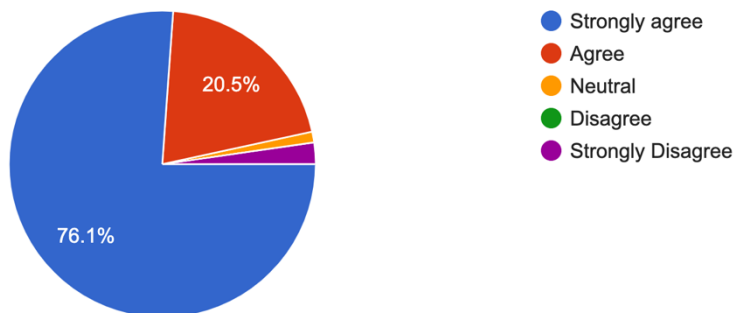


95% Strongly Agree or Agree

Question 9

Ivy Hill Prep is a safe place for children.

88 responses



96% Strongly Agree or Agree





IVY HILL PREP
Family Survey Results
2019-2020

Analysis & Next Steps

Findings:

1. **Ivy Hill Prep** scored above 95% on all metrics, except for the metric of communication where we scored a 92%.

Next Steps:

1. Ivy Hill Prep's team has reached out to families to ensure all tech issues are solved with our technological communication center. Status: Completed





Ivy Hill Prep Board of Trustees

Head of School REPORT

IVY HILL PREPARATORY CHARTER SCHOOL

Head of School REPORT

5-25-20

Submitted by: Ambrosia Johnson

Data as of 4/21/20

I. Facility Update

- Given by Director of Operations

II. Enrollment Report

2019 – 2020 Enrollment
(Current Year)

	Kindergarten	1 st Grade
Target	88	32
Current Accepted Offers	85 / 88	31 / 32
Gap	4	1
Total Enrollment	116	
Budgeted Enrollment	106	

2020 – 2021 Enrollment
(Upcoming Year)

	Kindergarten	1 st Grade	2 nd Grade
Target	60	10	2
Current Accepted Offers	60 / 60	9 / 10	2 / 2
Gap	0	1	0
Waitlist	141	0	14
Total Enrollment	50	5	1

III. Hiring Report SY 2020-2021

Position	Total Needed	Total Hired	Goal of Hire	Current Status
Head of School	1	1	N/A	Completed.
Office Coordinator	1	1	N/A	Completed.
Director of Operations	1	1	N/A	Completed.
Teacher	12	6	6-30-2020	In Progress
Special Education Teacher	1	0	6-30-2020	In Progress
Dean of Special Supports	1	1	N/A	Completed.
Martial Arts Instructor	1	1	N/A	Completed.
Dance Instructor	1	1	N/A	Completed.
School Social Worker	1	1	N/A	Completed.
Nurse	-	-	N/A	Completed.
Teaching Fellow	1	1	N/A	Completed.

Total Hires Needed:	21
Total Hired:	14

IV. School Updates

1. Application for SY 2020-2021

- Total Available Seats: 72
- Total Submitted Applications: 348
- All Kindergarten seats have been filled, 60/60.
- All but one 1st grade seat has been filled, 9/10. Management is still recruiting and anticipates filling the seat prior to school opening.
- All 2nd grade seats have been filled, 2/2.

2. School Academics

A. Virtual Learning Assessments (Rationale)

- When discussing Distance Learning with other School Leaders, many had not deciphered a concrete way to assess students' academic levels, growth, and possible regression due to distance learning.
- Data drives all decisions we make, and it was imperative for us to find a way to assess where students are in literacy, as literacy is more of an area for growth than mathematics.
- It was also imperative to find a way to virtually assess students to prepare for long term distance learning, if necessary.

B. Virtual Learning Assessments (Progress at Ivy Hill Prep)

- We've partnered with a school in Indianapolis to construct literacy assessments that mirror the STEP assessment.
- HOS will explain why the STEP assessment could not be used.
- Assessment Cycle: Week of 5/4 & Week of 5/11
- Assessment Style: 1 on 1 sessions with each student. Students assess until they DNA at the grade level initial benchmark.

C. Virtual Learning Assessments: (Results!)

- **EOY Benchmark** has shifted for us internally due to COVID-19, the drastic decrease in instructional time, and the other factors that are impacting students, their families, and their families' ability to assist and provide home instruction.
 - **K: Achieve STEP 3**
 - **1st: DNA 5**
- 84 students have been assessed.
- **Kindergarten students:**
 - **78% of these students** have met the benchmark. These students are now working to achieve a STEP 4 and above.
 - The remaining 20% of students are working to achieve a STEP 3 by EOY to ensure 1st grade readiness.
 - Students who are unable to meet said benchmark and who also severely struggle in Mathematics (consistently scoring 60% or below), will be at risk for retention. Conversations have already

ensued with parents to ensure clear understanding of decisions and agreed upon benchmarks to set the child and family up for the most success.

○ **1st Grade Students:**

- **EOY Benchmark (DNA 5):** 56% have met the benchmark
- **Current Benchmark for This Round (DNA 4):** 89% have met the benchmark
- Children who are between STEP 2 and STEP 4, are currently being pushed closer towards the STEP 5.
- Students who are DNA 4 and below by EOY will be considered for retention. The same retention metrics for K are applicable for 1st as well.

D. Virtual Learning Assessments: (Next Steps)

▪ **Analysis & Instructional Plan**

- HOS creates an analysis and instructional plan template for teachers to follow and use to analyze data.
- Teachers submit analyses and instructional plans for feedback.
- HOS does whole school and individual class analyses independently prior to giving feedback.
- Teachers make adjustments.
- Teachers roll out new instructional groups with new instructional targets that meet the needs of each student.

The below photos are excerpts from Ivy Hill’s Virtual Analysis & Instructional Plan Template: Completed

Step 1: Individual Student Analysis

Student	March DNA Level	May Results High Level	May Results Deeper Dive	Teach at Levels	Adjustments & Next Steps						
			<i>*Highlight the levels that the student DNA'd for.*</i>		<ul style="list-style-type: none"> • How will you leverage parents? • How will you alter your Literacy lessons? What will you remove, or add to hit the areas of focus? 						
Ricardo S.	DNA 3	<ul style="list-style-type: none"> • Passed 3 • DNA 4 	<table border="1"> <tr> <td>Accuracy</td> <td>90%</td> </tr> <tr> <td>Rate</td> <td>11:34</td> </tr> <tr> <td>Comprehension</td> <td>5/6</td> </tr> </table>	Accuracy	90%	Rate	11:34	Comprehension	5/6	DNA 4	<ul style="list-style-type: none"> • Make parents aware of rate as the reason for DNA level. • E-mail parents all books we've read for this quarter. Parents should read texts daily and time students. • Accuracy sentences will be changed to accuracy paragraphs. • Students will be timed during accuracy sentences and the reading of texts. • Teacher will have incentives ready to go!
Accuracy	90%										
Rate	11:34										
Comprehension	5/6										
Savannah A.	DNA 3	<ul style="list-style-type: none"> • Passed 3 		DNA 4	<ul style="list-style-type: none"> • Make parents aware of rate as the reason for 						

Step 2:

Create New Student Groups & Use Data to Drive Instructional Decisions

Instructional Plan

Group	Text Selection	Oral Drill Adjustments	Outliers
Ricardo Savannah	4E	<p><u>Oral Drill Focus</u></p> <ul style="list-style-type: none"> Sight Words 5 & up until mastered Blends & Chunks – more time on chunks Silent E <p><u>Accuracy Sentences</u></p> <ul style="list-style-type: none"> Change to Accuracy Paragraphs including chunkable words and sight words. Increase in rigor each week. <p><u>GR Text</u></p> <ul style="list-style-type: none"> Switch to 4E Alternate pages for each child Do final read with each child reading appx 2-3 pages each to “race” for rate practice. <p><u>Comp Questions:</u> Inferential and Critical Thinking must req. <u>evid.</u></p> <ul style="list-style-type: none"> 2 literal 2 inferential 1 critical thinking 	<p>Did any students fail a target that the group passed? What is the plan?</p> <ul style="list-style-type: none"> <u>Rate:</u> Both <u>Comprehension:</u> Savannah, but both students can benefit from extra practice. <p>Push to Pass Step 5</p> <ul style="list-style-type: none"> Push students to locate text evidence, and ensure scripted questions require them to do so.
Jeremiah	4M	Oral Drill Focus	Push to Pass Step 5

Step 3:

Finalize Group Schedule

TIME	Monday	Tuesday	Wednesday	Thursday	Friday
7:00	Math	Math	Literacy	Literacy	Literacy
9:00	Lesson Planning	Lesson Planning	Lesson Planning	Lesson Planning	Lesson Planning
9:00	DNA 5 (ML)	DNA 5 (ML)	DNA 5 (ML)	DNA 5 (ML)	DNA 5 (ML)
9:40	Mckenzie Autumn Jiana	Mckenzie Autumn Jiana	Mckenzie Autumn Jiana	Mckenzie Autumn Jiana	Mckenzie Autumn Jiana
10:00	DNA 6 (MH)	DNA 6 (MH)	DNA 6 (MH)	DNA 6 (MH)	DNA 6 (MH)
10:40	Devin Xaire Kailyn	Devin Xaire Kailyn	Devin Xaire Kailyn	Devin Xaire Kailyn	Devin Xaire Kailyn
11:00	DNA 3 (LL)	DNA 3 (LL)	DNA 3 (LL)	DNA 3 (LL)	DNA 3 (LL)
11:40	Melville Jalissa IF a fail, move one to 12:00 block	Melville Jalissa IF a fail, move one to 12:00 block	Melville Jalissa IF a fail, move one to 12:00 block	Melville Jalissa IF a fail, move one to 12:00 block	Melville Jalissa IF a fail, move one to 12:00 block
12:00	Lunch	Lunch	Lunch	Lunch	Lunch
1:00	DNA 4 (LH)	DNA 4 (LH)	DNA 4 (LH)	DNA 4 (LH)	DNA 4 (LH)
1:40	Armani	Armani	Armani	Armani	Armani
2:00	DNA 6 (HL)	DNA 6 (HL)	DNA 6 (HL)	DNA 6 (HL)	DNA 6 (HL)
2:40	Dantai Karina	Dantai Karina	Dantai Karina	Dantai Karina	Dantai Karina
3:00	DNA 7/8 (HH)	DNA 7/8 (HH)	DNA 7/8 (HH)	DNA 7/8 (HH)	DNA 7/8 (HH)
3:40	Makayla Lorenzo Timmy Aiden	Makayla Lorenzo Timmy Aiden	Makayla Lorenzo Timmy Aiden	Makayla Lorenzo Timmy Aiden	Makayla Lorenzo Timmy Aiden

(Note: Increase in instructional time for Version 2.0 is reflected above. Students receive direct instruction 4-5 times per week, instead of 2 times per week.)

May Events

○ Accepted Students Virtual Open House



IVY HILL PREPARATORY CHARTER SCHOOL

May 4, 2020

Dear Accepted Families & Future Ivy Hill Prep Families,

We hope this e-mail finds you and your families healthy and well. Similar to our school community, we are sure these unprecedented times have impacted many of you in a myriad of ways as well.

Though we are knee-deep in the work of ensuring our current students are equipped with all they need to continue learning, we are also extremely elated about our incoming students who will be walking into our ivy green doors this coming August: **your children!**

**Please see below for our Save-the-Date flyer for our
Accepted Students Open House**



Our team looks forward to seeing you and your family at one of the above sessions to give you more details regarding the upcoming school year. In the body of this e-mail, you will find a link to RSVP your spot for one of our sessions. We can't wait to see you!

Committed to Excellence,

Ambrosia Johnson

A. Johnson
Founder & Head of School
Ivy Hill Preparatory Charter School

Attachments

The following files are attached to this PDF: You will need to open this document in an application that supports attachments (i.e. [Adobe Reader](#)) in order to access these files.

Ivy Hill Monthly Financials - April 2020.xlsx

IHP-Y2-Budget-Draft-05.19.20-V4.xlsx

Salary Bands for Leadership Roles .xlsx

April 2020 Academic Dashboard Report vF.xlsx