



charter tech services

Technology Services Agreement for Encore High School

Description

This document serves to describe a working relationship between Orion Technology Group, L.L.C. d.b.a. Charter Tech Services (CTS) and Encore Jr./Sr. High School for the Performing and Visual Arts (Encore). The goal of this relationship is to provide Encore with a comprehensive technology support service that includes daily support/repair services, along with strategic technology planning for its various on-site onsite and distance learning operations.

Why Charter Tech Services

CTS is the leading provider of comprehensive technology support services. Each year we donate more than 10% of our proceeds back to the communities we serve by sponsoring scholarships, competitions, and other fundraisers. We differentiate ourselves from the competition by: 1) specializing in high touch white glove technology service, 2) providing proactive embedded personnel, and 3) operating with scalable success throughout five time zones.

Why Outsource

1. **Save Money:** As a quick and nimble private company we're able to offer competitive benefits to our employees while still achieving significant cost savings for our clients.
2. **Expertise:** We're not just one skilled person, we've got a deep bench of experts ready to assist with your ever changing needs, without increasing your costs.
3. **Accountability:** Outsourcing provides our clients with greater ability to achieve accountable results vs. the typical HR red tape involved with employee accountability.
4. **Continuity:** Our service also provides for greater continuity as we're able to provide consistent high quality service even as individual team members naturally advance and move on in their careers.

Comprehensive Support Composition

1. IT Management & Strategic Planning

- a. CTS will participate in monthly admin meetings with Encore administration to review service quality, response times, and discuss any upcoming projects.
- b. CTS will take a leadership role in asset management: including planned upgrades and replacements. This will include inventory tagging, secured asset tracking, and planning of long term equipment needs.
- c. CTS will be responsible for coordinating all relevant technology resources to ensure Encore success, including but not limited to: internal Encore staff, CTS staff members, external vendors, and 3rd party partners. This means that the Encore administration sets priorities and can trust CTS will work with all relevant parties to get the job done.
- d. CTS will work with Encore Administration to document processes, procedures, and technology configurations. This includes mapping out the most efficient methods of handling equipment repair and remote support for employees and students working/learning from home.

2. Daily Repair and Support Team: One Full-time Technician

- a. *CTS will provide one dedicated technician to work onsite at the Encore location, to proactively handle routine tech support and repair requests.*
- b. CTS personnel (even those assigned to work onsite) may need to work remotely in order to comply with future health orders from local, state, or federal government agencies.
- c. CTS will provide onsite support as needed for Encore staff needs, testing events, special community outreach events, and other onsite needs at the direction of Encore.
- d. CTS team members will track support requests via a ticketing system whereby requests are received by phone, email, and in-person. Requests may come from administrators, staff, students, and parents.
- e. CTS will provide services outside of school hours at the direction of Encore, this is expected to include an average of one event per month outside of the normal school hours.
- f. Encore may choose to utilize CTS employees for additional after hours events (beyond 12 events per year) for an additional fee of \$120/hour with a 2 hour minimum (this fee is subject to the same yearly increases prescribed for the overall service fee).

3. Auxiliary Support

- a. CTS will provide higher level escalation support as needed and without limit. This support will be provided both onsite and remotely.
- b. CTS will provide mentorship and development for the onsite level-1 technicians to ensure that their value increases over time.
- c. CTS will provide additional onsite support as needed during times of higher need, such as smarter balanced testing.

Typical Support Interactions

4. Encore Administration Team
 - a. CTS expects to have regular meetings (typically once per month) with members of the Encore Administration Team to provide routine updates and evaluate prioritization of ongoing initiatives.
 - b. Encore Administration Team will provide approval for necessary tech purchases and guidelines for satisfying routine tech order requests from staff.
 - c. Encore Administration Team may redirect and reprioritize CTS team attention to/from various tech initiatives/responsibilities, this includes “other duties as assigned”.
5. Encore Teachers and Staff
 - a. Encore Teachers and Staff will submit support requests for themselves, their co-workers, and/or their students/parents.
 - b. These support requests may be submitted by phone, email, or in person.
 - c. CTS will be available for in-person troubleshooting, equipment exchange, and one-on-one training at either Encore Office location.
 - d. Support requests may include, but are not limited to, requests for password assistance with various platforms, software installation, computer troubleshooting, office/school phone line troubleshooting, etc.
6. Notes for all forms of support
 - a. CTS will serve as a support concierge to any necessary outside tech support entities. This may include receiving end user reports of assistance needed, performing initial information gathering and research, and then reaching out to third parties as necessary (together with the end user) to ensure the issue is properly resolved and that the end user is fully supported throughout the whole process.

Frequently Asked Questions

Question: Will Encore be charged extra for additional tech support during seasonally busy times?

Answer: No.

Question: Will Encore be charged extra for additional fees to configure new laptops? Or set up new office equipment? Or assist with testing setup?

Answer: No.

Question: What costs is Encore responsible for?

Answer: Support costs are a single fixed price and detailed below. Additional costs are subject to Encore approval but include any applicable shipping charges, software licensing fees, repair parts, computer equipment.

Question: What software costs are anticipated?

Answer: Encore will need management software to centrally manage and license their Windows computers, Apple devices, and Chromebooks. Encore will need internet filtering software for students.

- Typical Microsoft licensing costs \$11.75 per staff member per month, students are included for free.
- Typical Apple Device management software costs approx \$15 per device per year.
- Google Chromebook Device licenses cost approx \$40 per device (one time), with each license lasting for the lifetime of the device.
- Typical CIPA compliant internet filters cost \$15 per student per year.

Terms

7. Services shall begin on 6/1/2023 at a cost of \$10,600 per month. This monthly cost is for a comprehensive bundle of services that cannot be unbundled.
8. Monthly services fees shall be due on or before the 10th of each month or 10 days after invoice delivery, whichever is later.
9. This agreement can be canceled for any reason within the first 30 days with immediate effect. Cancellation after the first 30 days shall require at least 2 weeks' notice. Cancellation or changes after the first 90 days shall require at least 30-day written notice from either party. After 180 days, this agreement will be in effect until canceled with three months written notice.
10. Unless superseded by another agreement or terminated, these prices will increase by 6% every July 1st, beginning July 1st of 2024.
11. CTS shall bill Encore for approved third-party materials and fees necessary to provide service. Examples include: shipping/packing costs, domain registration, computer cables, laptop parts, software licensing, manufacturer repair fees.

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12. Where memory of verbal discussions contradicts any part of this document, this document alone shall serve as the final agreement.
13. In the event that Encore would like to hire and/or contract directly with CTS's employees, subcontractors, or representatives, Encore agrees to provide 3 months written notice of any service change (paying full rate throughout this 3 month period) and pay an additional fee (known as a recruiting/finders fee) equal to 30% of the first years combined benefits salary/wages/fees and other benefits (such as medical/health/etc) to CTS as a recruitment fee for each hired/contracted resource.

Additional Terms

14. In order to remain FERPA compliant: During the term of this Agreement, and thereafter in perpetuity, neither party shall without the prior written consent of the other, disclose to anyone any Confidential Information of the other. "Confidential Information" for the purposes of this Agreement shall include each party's proprietary and confidential information such as, but not limited to, any Personal Identifiable Information (PII) of students, parents, and staff of Encore and its member schools . Confidential Information shall not include any information that Encore makes publicly available or information which becomes publicly available through no act of CTS or Encore or is rightfully received by either party from a third party.
15. CTS shall not be liable to Encore or any of its affiliates for any damages, whether incidental, direct, indirect, special, consequential or punitive damages arising out of service or equipment provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, or loss to person or property, costs of substitute equipment or other costs even if CTS has been advised of the possibility of such damages. Regardless of the form of action, CTS's cumulative liability shall be only for loss or damage directly attributable to negligence of a CTS employee or contractor, for the cost of restoring the network to its condition prior to the negligence, but not to exceed labor fees earned within the prior 90 days. If a collection action is initiated by either party or if CTS has to defend any action by Encore, CTS is entitled to its reasonable attorney fees and expenses to be paid by Encore.
16. Implied Warranties are expressly disclaimed by CTS. A CTS contractor is a technician or contractor who operates on behalf of CTS, is paid by CTS and has access to CTS's service ticket management system for making time entries and charges for their work. CTS is not responsible for the acts of other technicians, contractors or consultants providing service to Encore not under its control and direction. If Encore purchases equipment from CTS it understands and agrees that it will look to the manufacturer for all remedies and warranties and agrees that CTS is not responsible for functioning of the equipment and has not made any express or implied warranties. CTS shall not be liable for any claim or demand against Encore by any third party on account of errors or omissions performed hereunder.
17. Force Majeure: Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to

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circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes, pandemics, acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of CTS technical staff. Each party shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.

18. This Agreement is fully assignable by CTS with written notice of at least 3 months. Immediately upon assignment the assignee's name, address and contact information shall be provided to the other party. This Agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.
19. Encore agrees to carry liability insurance and property insurance covering any damage to its network as well as to any clients of Encore adversely affected by Encore's network functioning or transmissions from its network.

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References

This is a shortlist of relevant references for whom we are the exclusive provider of technology support services.

Guajome Park Academy Kevin Humphrey humphreyke@guajome.net	Steele Canyon High School Scott Parr sparr@schscougars.org
Alpine Union School District Richard Newman rnewman@alpineschools.net	Heartland Charter School Lydia Olds lydia.olds@heartlandcharterschool.com

Acceptance

Both parties agree to the terms and descriptions set forth above.

Orion Technology Group LLC
(d.b.a Charter Tech Services)

Encore Jr./Sr. High School for the
Performing and Visual Arts

(sign & date)

Andrew Lane

President

(sign & date)

Name: _____

Title: _____