

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 $\text{\$}\{Abr.Name\}$'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 $\text{\$}\{Abr.Name\}$'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 $\text{\$}\{Abr.Name\}$. 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: <ul style="list-style-type: none"> - 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