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From:	Ambrosia Johnson
Envelope Subject:	Document to Sign for TriNet: IVY HILL PREP CHARTER SCHOOL
Attachments to Fax:	
Envelope ID:	42a5739c-c8a5-41c0-8d6f-533dd486d1f7
Sender Account Name:	TriNet HR Corporation
Number of Pages: (Including cover page)	_____

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TriNet Electronic Funds Transfer Agreement

Customer and Bank Information (all fields required):

Customer		Customer Contact Name		Phone Number	
IVY HILL PREP CHARTER SCHOOL					
Customer's Bank		Bank Contact Name		Bank Phone Number	
Bank Address		Bank City	Bank State	Bank Zip Code	Bank Country
ACH ABA Routing Number		ACH Account Number		Voided Check Attached	
				Not required if using DocuSign	
Fed Wire ABA Routing Number		Fed Wire Account Number			

In accordance with the terms of Your TriNet Services Requisition (Your "Service Agreement") you agree to fund Your invoice, payroll, and related financial obligations to Us through one of the following methods, as determined by Us in Our reasonable discretion, or as may be required in accordance with a Credit Condition (as defined in Your Service Agreement):

ACH

Through electronic funds transfer and/or Automated Clearing House, we may charge the account designated above as follows:

1. We will be authorized to charge Your designated account for the invoice total one (1) business day prior to payroll check date. Our charges will be those communicated in advance in accordance with the above.
2. It is **VERY IMPORTANT** that You:
 - a. Request Your banking/financial institution add TriNet as an approved debtor to the filter on the account designated above, and
 - b. Communicate to Your banking/financial institution that "TriNet Vendor ID 1943081033" will be debiting the account holder on an ongoing basis. See the sample letter provided by Us.

FEDWIRE

We will charge, through the Fedwire Funds Service, the account designated above as follows:

1. We will charge your designated account for the invoice total, and will draw down such amount by reverse Fedwire request ("RFW"), no earlier than two (2) business days prior to check date.
2. There will be a one dollar (\$1.00) charge to run a "test" RFW prior to the first scheduled RFW. In the event the your bank does not receive and honor RFW instructions two (2) business days prior to the first payroll check date, you agree to pay the invoice total by manually wiring funds to our operating account at Key Bank, 4910 Tiedeman Road, 6th Floor, Brooklyn, Ohio 44144, Routing No. 041001039, Account No. 352101002595.
3. At least ten (10) business days prior to the first payroll check date, you agree to submit a signed letter of RFW Instructions to your bank. A sample letter is available from us to assist with this.

Failure to adhere to the above requirements may result in termination of Your Service Agreement, late fees, Our refusal or inability to process WSE wages or compensation, or any other remedies We may have under Your Service Agreement.

Signature	Title	Date



Date: _____

To: _____
<Customer Bank>

Address: _____
<Customer Bank Address>

RE: Request for ACH / RFW Setup

ACH ABA Routing Number:

ACH Account Number:

Wire ABA Routing Number:

Wire Account Number:

ACH

Please accept this letter as authorization to allow TriNet as an approved debtor to the filter on our account with you listed above. Be advised that TriNet Group, Inc., or one of its affiliates, will be debiting our account listed above on an ongoing basis.

Vendor Number: 1943081033

Vendor: TriNet Group, Inc. One Park Place, Suite 600 Dublin, CA 94568

Initiating Reverse Wires

Please accept this letter as authorization to allow Key Bank to initiate reverse wires against the above-named account. You will receive these requests through the Fedwire Network as Fed Message Type 1031 "Request for Funds" from TriNet Group, Inc., or one of its affiliates. These transfers must be done on a same-day basis through the Fedwire Network, Return Message 1032.

You must indicate on the return Fedwire that the funds are to be credited to:

Bank: Key Bank
ABA Routing Number: 041001039
Account Number: 352101002595
For the Benefit of: TriNet III One Park Place, Suite 600, Dublin, CA 94568

We request that the indicated authorization be implemented as soon as possible. If you have any questions, please contact the undersigned.

Customer Name: IVY HILL PREP CHARTER SCHOOL

Signature: _____

Name: _____

Title: _____

TRINET SERVICES REQUISITION FORM



Customer Information		
Customer Legal Name	IVY HILL PREP CHARTER SCHOOL	"You", "Your", "Customer", or by name
Customer d/b/a, if any		
Headquarters Address	275 Euclid Ave, Brooklyn, NY 11208	
State of Formation	NY	Federal Employer Identification Number ("FEIN") 83-1178507
Type of Legal Entity	Nonprofit Corporation	
If other, specify		

Contract Information	
TriNet Services	TriNet Nonprofit
Includes	Co-employment of Your employees and a bundled solution allowing You to outsource HR functions, described in the Terms and Conditions
TriNet Legal Name	TriNet HR III, Inc., a California corporation "Us", "We", "Our", or "TriNet", a wholly owned subsidiary of TriNet Group, Inc.
Requisition Order No.	0060z000023z64R - 97481
Terms and Conditions	TriNet MSA v20200601

This TriNet Services Requisition Form (the "TSR") incorporates by reference the Terms and Conditions (available at <https://www.trinet.com/documents/bltf5132d1b1a709f7d>) specified above, the Additional Terms and Conditions, the relevant Schedule of Due Dates and Special Fees, the list of individuals You are requisitioning Our Services for (the "Employee Census") that You have supplied to Us (if any), any addenda or amendments that may be included, and the Required Forms (as defined below), together with any other documents or terms referenced therein (together, the "Agreement").

Upon issue to You by TriNet, this TSR is an invitation to treat. By Your signature on the TSR, You request that TriNet provide the Services (as defined in the Terms and Conditions) to You in accordance with the terms of this Agreement. By Our signature on the TSR, TriNet accepts Your offer and agrees to commence providing the Services to You in accordance with the terms of the Agreement. TriNet's acceptance of Your offer is subject to many factors, including review by TriNet of Your risk profile.

Beginning on the Start Date, subject to You paying the fees set out below TriNet will provide the Services to You. These fees have been agreed to by TriNet in reliance upon information that You have provided to Us, including the Employee Census (if any). Notwithstanding the first sentence of this paragraph, any changes to the information provided may result in changes to the fees charges, or rates.

TRINET SERVICES REQUISITION FORM



Customer Payroll Information			
First Payroll Period Start Date ("Start Date")	01/01/2021		
First Payroll Period End Date	01/15/2021		
First Payroll Check Date	01/15/2021	Benefits Start Date	01/01/2021

Required Forms and Conditions

It is a condition precedent and ongoing requirement to TriNet commencing and providing Services hereunder that You complete and provide to TriNet with each of the following forms: Verification of Deposit Request; Electronic Funds Transfer Agreement; any Powers of Attorney required by TriNet; and

If You fail at any time to meet the conditions above, You understand and agree that in addition to Our right to suspend Our Services hereunder, We may also change the Start Date, Benefits Start Date, change our various fees or charges, and/or terminate the Agreement.

CUSTOMER

TRINET

Signature

Signature

Thomas Rose

Print Name

Print Name

Title

Title

Signature Date

Signature Date

Email

REQUIRED AUTHORIZED ROLES

Customer Set-up Site Contact (Provide key Customer information regarding initial payroll, benefit plans, benefits funding strategy, and Customer policies)

Last Name	First Name	Middle Name	SSN*	Date of Birth* (mo/day/year)	
Phone Number		Ext	Email	Email Type	
			ajohnson@ivyhillprep.org	Work	Home
Address	City	State	Zip Code	Country	

*Will not be visible in the final document.

Note: The first payroll check date may be delayed if the Customer Set-up Site Contact is unavailable or not in a position to make set-up decisions during the customer set-up period.

Customer Security Contact (Used to assign the TriNet platform permissions for web transactions and access to confidential Customer and WSE data.)

Check box if contact is the same as above. Otherwise, complete the contact information below.

Last Name	First Name	Middle Name	Phone Number	Ext
Email			Email Type	
ajohnson@ivyhillprep.org			Work	Home

You understand and agree that the Customer Security Contact ("**CSS**") will have the authority to identify an individual who is not a WSE but who is authorized by You to have access to Your data and perform personnel actions on Your behalf through the TriNet online platform. These authorized individuals are called Trusted Advisors ("**TA**") in the Agreement. We agree that a TA will have the same secure access as a WSE to log on to the TriNet online platform. If You require a TA, then the CSS will be responsible for providing the contact information and written authorization to add or remove a TA's access to the TriNet online platform. You understand that until an individual has acknowledged a terms and conditions agreement with Us, the individual is not considered a TA under the Agreement.

ADDITIONAL TERMS AND CONDITIONS



1. Cloud Capabilities:

Applicant Tracking: A cloud-based applicant tracking feature that includes collaborative hiring management, posting user content to both free and paid job boards, and applicant tracking from initial resume view to hire. Charges from third-party providers will apply if You elect to post on paid job boards or to conduct background checks.

Performance Management: A cloud-based performance management solution. This feature encourages collaborative user content for goal management, regular feedback loops, and performance reviews.

Expense Management: A cloud-based expense management feature for individuals and businesses with the ability to capture, track, share, submit, and approve expense reports derived from their expenditures from a computer browser or mobile application.

2. Workers' Compensation Insurance:

Notwithstanding anything to the contrary in the Terms and Conditions, during the term of the Agreement, You will have full responsibility and liability related to workers' compensation insurance coverage for Your employees and WSEs and agree to secure and maintain workers' compensation insurance to cover all of Your employees, WSEs, and as required in compliance with applicable law. This insurance will be provided by an insurance carrier with an A.M. best rating not lower than A-, will cover Your employees, WSEs, and any other individual required to be covered by workers' compensation coverage by applicable law or by contract, and will have the greater of (a) a minimum aggregate policy limit of one million dollars (\$1,000,000) for employers' liability or (b) such amount as required under applicable law.

You will notify Us of any changes to Your workers' compensation insurance coverage, including termination of such coverage, at least thirty (30) days before the change becomes effective. If You do not provide such notice, it will be considered a material breach of the Agreement. You will have Your insurance carrier (i) issue a certificate of insurance ("COI") to Us verifying such coverage and (ii) identify TriNet as a "labor contractor" in the labor contractor endorsement ("**Endorsement**") set forth on Your policy. The Endorsement must be written using the applicable state form(s) and attached to Your policy. You will deliver to Us an updated COI either within ten (10) days of Our request or at least ten (10) days prior to the expiration date of the then-current workers' compensation insurance coverage. The address to use for Us as certificate holder on each COI is: TRINET, Attn: Risk Management, 9000 Town Center Parkway, Bradenton, Florida 34202.

Notwithstanding Your obligations set out above, in the event that You are unable to provide Us with an Endorsement which identifies TriNet as a "labor contractor", TriNet hereby agrees to waive Your obligation to provide Us with an Endorsement. You acknowledge and agree that notwithstanding such waiver, all other obligations with respect to workers' compensation insurance remain in full force and effect, including, but not limited to, Your obligation to notify Us of any changes to Your workers' compensation insurance coverage, including termination of coverage, at least thirty (30) days before the change becomes effective.

Notwithstanding anything in the foregoing, for those states where You have WSEs located that require TriNet to provide workers' compensation insurance, if any, the following shall apply: Statutory workers' compensation coverage for WSEs will be provided consistent with applicable law, the terms of Our workers' compensation insurance policy or policies, and Our requirements. We and Our workers' compensation carrier have the right to inspect Your premises on reasonable notice and at a mutually convenient time. You will report all workplace injuries involving a WSE to Us within twenty-four (24) hours of learning of such injury. You will be responsible for any fines, penalties, and/or other costs arising out of Your failure to timely report an injury to Us. We retain the right to control the conduct of any workers' compensation claims covered under Our workers' compensation insurance policy, including assignment of defense counsel and settlement authorizations.

You agree to indemnify, defend, and hold Us harmless (including Our officers, WSEs, and agents) from and against all claims, losses, liabilities, obligations, suits, judgments, and/or expenses, including, without limitation, court costs and attorney's fees, arising from, relating to, or in connection with, in whole or in part, any workers' compensation insurance claims and/or claims related to workplace injuries in respect of or asserted by any WSE, employee of Yours, alleged WSE or employee of Yours, or any other third party. If We exercise this right of indemnity, You hereby waive and agree not to assert a defense of workers' compensation immunity against Our indemnity claim. To the extent You currently have or later incur any exposures related to the Defense Base Act ("DBA") or with respect to employees or WSEs working outside of the United States, You will maintain appropriate insurance coverage in our sole discretion and provide Us with evidence of such coverages as We may request.

3. Unemployment Taxes:

If You are tax-exempt under Internal Revenue Code Section 501(c)(3), the following paragraph shall apply: You represent and warrant that, at all times during the Agreement, You shall maintain, in good standing, tax-exempt non-profit corporation status certified by the Internal Revenue Service under Internal Revenue Code Section 501(c)(3) ("Tax Exempt Status"). During the term of the Agreement, if You provide satisfactory evidence of Your Tax Exempt Status, We agree to honor and continue Your Tax Exempt Status. You agree to (y) immediately notify Us upon revocation or jeopardy of Your Tax Exempt Status, and (z) indemnify, defend, and hold Us harmless from and against any and all FUTA charges and any third party claims, fines, penalties, and interest therewith, instituted against You or Us arising out of Your breach of this provision. For the avoidance of doubt, this provision will survive the termination or expiration of the Agreement.

ADDITIONAL TERMS AND CONDITIONS



4. Charter School:

a. **Social Security Tax Exempt Employees.** You agree and acknowledge that: (i) any and all WSEs identified by You or such WSE as exempt from or not covered by United States Social Security Taxes ("**Exempt Employees**") are properly classified as such, and shall be properly excluded for the entirety of such amounts during the entirety of the Agreement except to the extent otherwise communicated by You in writing to Us; (ii) it shall be Your sole responsibility to identify Exempt Employees and to the extent an Exempt Employee later becomes subject to United States Social Security taxes, whether due to changes in job-status, applicable law, or otherwise; (iii) We shall not be responsible for any overpayment of taxes by You or a WSE to the extent a WSE is not identified as an Exempt Employee; (iv) You shall be solely responsible for any underpayment of Social Security taxes by You, Us, or a WSE, or for any reduced Social Security benefit to a WSE, to the extent a WSE is misidentified as an Exempt Employee; (v) notwithstanding the foregoing, Exempt Employees' exemption of payment or charges of Social Security taxes on TriNet's payroll platform may or may not be available, depending on, among other things, state rules and regulations and limitations in TriNet's internal systems; and (vi) We shall not receive, handle, or remit any funds due to any teacher, educator, or government employee retirement system or plan other than a 401(k) plan sponsored by TriNet, and You shall be solely responsible for remitting any such amounts to the applicable plan or retirement system. You agree to indemnify, defend, and hold Us harmless from and against any third-party claims, or costs, damages, expenses, or liabilities arising out of Your or a WSE's breach of the foregoing obligations and responsibilities. The terms of this additional terms and conditions, Charter School, shall survive termination of the Agreement indefinitely.

b. **School Specific Laws, Obligations, and Regulations.** Customer agrees and acknowledges that it is solely responsible and liable for any and all federal, state, and local laws, rules, decisions, regulations or orders (collectively, "**Laws**") applicable to its business operations, including but not limited to: (i) state open-record, open-meeting, freedom of information, "Sunshine", or similar Laws; (ii) application or reporting requirements to, or access or review by, a state or local regulator, examiner, or reviewer, (iii) special education, disability, equal-opportunity, child-access, or similar Laws; (iv) teacher or educator minimum wage, salary, pension, retirement plan, benefits, tenure, or collective bargaining Laws or obligations; or (v) First Amendment, Due Process, or similar Laws or rights afforded public-employees. Customer agrees to indemnify, defend, and hold harmless TriNet from and against any third-party claims, or costs, damages, expenses, or liabilities arising out of Customer's violation or alleged violation of the foregoing.

c. **School Closures.** Customer agrees to notify TriNet within twenty-four (24) hours of any proposed or likely closure, dissolution, or plan of discontinuation by the school or state or local agency, and in any event, simultaneously with any such notice provided to any state or local agency or school parent.

d. **Waiver of Sovereign Immunity.** Customer hereby irrevocably consents to the personal and subject matter jurisdiction of the various courts in the United States in accordance with the Agreement, and to the extent is has or may hereafter acquire any right of immunity, whether characterized as sovereign immunity or otherwise, from any legal proceedings anywhere in the United States, to enforce or collect upon any liability under the Agreement, including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment, Customer hereby expressly waives, to the fullest extent permissible under applicable law, any such immunity, and agrees not to assert any such right or claim in any such proceeding, dispute, arbitration, or litigation.

PRICING SCHEDULE



Monthly Service Fee	
Per WSE Monthly Service Fee	\$105.00
Minimum Total Monthly Service Fee	
Minimum Total Monthly Service Fee irrespective of the number of WSEs working for You (" Minimum Total Monthly Service Fee ")	The Minimum Total Monthly Service Fee is \$1,000.00. TriNet agrees to a temporary waiver of the Minimum Total Monthly Service Fee for twelve (12) month(s) beginning with the first payroll following the Start Date (the " Waiver Period "). Upon expiration of the Waiver Period, the Minimum Total Monthly Service Fee will be reinstated and applied to all subsequent payrolls as described in the Agreement.

Any additional services requested will be subject to payment of additional fees by You, as set out in the relevant Schedule of Due Dates and Special Fee

Set-up Requirements	
Set-up Fee	Waived
Payment Method	Not Applicable
Indemnity Guarantee Payment (unless waived by TriNet)	We reserve the right to charge You an Indemnity Guarantee Payment (" IGP ") should We determine that one is required. We reserve the right to waive, modify, or require an IGP should Your financial situation warrant such a change at any point in the future.

TRINET SCHEDULE OF DUE DATES AND SPECIAL FEES



The special fees set forth below are in addition to the Service Fee set out in the TriNet Services Requisition Form. All fees are billed automatically and appear on Your invoice.

1. Human Resources Systems and Services

a. HR Data Management

Change of hire date	\$20
Payroll frequency changes (per WSE)	\$25

2. Payroll Administration

a. Regular Payroll Submission

Your payroll hours and any additional pay must be submitted using the TriNet online platform by 10 a.m. in Your time zone on Your payroll report date. Please refer to Your payroll schedule which is available on the TriNet online platform. Funds for any increases of \$10,000 or more made after Your payroll report date must be sent to Us by Fedwire. Delivery to locations outside of Your main headquarters (per location):

Priority overnight	\$15
First overnight (early morning delivery between 6:30 a.m. and 8:30 a.m.)	\$50

b. Special Payroll, Off-cycle and Termination Checks

Special payroll or off-cycle checks include any separate checks or direct deposits to WSEs beyond regular payroll checks, including termination checks. Information must be submitted to Us by 10 a.m. in Your time zone three (3) business days before the check date, unless a faster turnaround is legally required. Our fee for processing is the same as the service fee charged for a regular payroll check plus any additional fees specified below.

Special payroll or off-cycle check not submitted using Special Payroll on the TriNet platform (per check)	\$15
Priority overnight delivery of special check or termination check (per package)	\$15
Saturday Priority overnight delivery of special check or termination check (per package)	\$25
First overnight delivery of special check or termination check (early morning delivery between 6:30 a.m. and 8:30 a.m.)	\$50
Replacement of lost or misplaced checks, including Stop Payment fee (per check)	\$25

Expedited transfer methods (e.g., Same-Day ACH) if requested by You and accepted by Us in our sole discretion. The greater of \$2,500 and 2.5% of the total invoiced amount
Request quote

c. Tax Reporting

W-2 adjustments submitted on or after December 20 of each year (per WSE)	\$50 + 15% of the tax variance
Issuance of Form W-2c (per form)	\$100
Filing of amended Form 941 (per form)	\$250

d. Pay Advice Statements and Management Reports

Printed set of standard management reports (per payroll)	\$75 plus shipping
Access to Your online reports and information via the TriNet platform for one (1) year following Your termination date	No charge

3. Benefits Administration

a. Newly Eligible WSEs

There is no fee for the benefits enrollment process when submitted using the TriNet platform.	
Benefits enrollment using paper forms (per WSE)	\$75

b. Customer Benefit Funding Changes

Changes made outside of annual period for benefit decision	\$2,500
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c. Retirement Plans

Exit fee – Multiple Employer Plan (MEP)	\$1,000
Initial setup fee – Single Employer Plan (SEP)	\$500

d. Health Care Continuation Coverage

Health Care Continuation coverage monthly administration fee (per participant)	\$75
TriNet sponsored Health Care Continuation coverage one-time fee (per participant) for any COBRA participants of any prior health plan who are not disclosed to Us at the time of Your initial quote, not included on Your final census, or not included in Your final quote. (Such coverage to be offered in TriNet's discretion).	\$7,500

4. Other Fees

a. Invoice Billing

TRINET SCHEDULE OF DUE DATES AND SPECIAL FEES



Pending bank debit authorization – Fee on third invoice and each subsequent invoice until We are authorized to charge Your bank account directly for Our Services	Greater of \$250 or 3% of each invoice
Non-sufficient Funds (“NSF”) or other payment default (per WSE)	\$100
Unpaid balance carrying charge (per month)	1.5%
b. Employment Practices Liability Insurance	
There is no additional fee for Employment Practices Liability Insurance (EPLI) coverage. In the event an EPLI-covered claim is made against You, You are responsible for the retention/deductible amount (per claim)	\$75,000
c. Termination of TriNet Services	
If elected by You, Health Care Continuation coverage processing fee	\$5,000
If elected by You, Health Care Continuation coverage (one-time fee per WSE)	\$1,000
Termination of Services by You with less than the required number of days of advance written notice (per WSE)	\$100
d. Additional Cloud Capabilities and Strategic Services	
We offer cloud capabilities and strategic services. A list of currently available cloud capabilities and strategic services may be found at www.trinet.com . Any cloud capabilities and strategic services and their associated costs that may be listed within this subsection are additional services requisitioned by You prior to the Start Date of Our Services.	
e. International Services	
We provide a range of international services, including global immigration services, Canadian services, and international HR services. For more information, please visit www.TriNet.com .	