Technology Services Agreement for America's Finest Charter School

Description

This document serves to describe a working relationship between Charter Tech Services (CTS) and America's Finest Charter School (AFCS). The goal of this relationship is to provide AFCS with a complete technology department that is staffed by an on-site level-1 CTS employee, augmented by level-2 CTS employees working on-site and remotely as needed, managed on a daily basis by CTS management, and which as a whole reports to the Administrative Team of AFCS.

Why Charter Tech Services

CTS is the leading provider of comprehensive technology support services for K-12 Education. Each year we donate more than 10% of our proceeds back to the schools we serve by sponsoring scholarships, golf tournaments, and other fundraisers. We differentiate ourselves from the competition by: 1) specializing in educational technology, 2) providing proactive onsite service, and 3) operating with scaleable success throughout California and Colorado.

Why Outsource

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

Comprehensive Technology Support

CTS provides all clients with this comprehensive and multi-layered support package.

- Managed Support
 - a. CTS will proactively monitor and maintain a ticketing system for AFCS Staff to request tech support.
 - b. Dedicated CTS staff will work to resolve tickets remotely same-day.
 - c. CTS staff will be immediately dispatched onsite for emergency issues.

2. Proactive Onsite Support

- a. CTS will provide an onsite level-1 technician (4 days per week) to proactively check in with AFCS staff and address onsite technical needs.
- b. Additional onsite time will be provided on an as-needed basis for emergency support and seasonal projects, without additional charge.
- c. CTS will provide escalation and management resources onsite as needed for no added cost, this may include Network Engineers, Application Specialists, etc.

3. Strategic Planning

- a. CTS will report to AFCS administration to review service quality, response times, and plan upcoming projects.
- b. CTS will work with AFCS Administration to document technology assets and plan technology needs and growth.
- c. CTS will evaluate and optimize existing technology equipment.
- d. CTS will review all telecommunications contracts and ensure that AFCS is not paying for anything they are not using.

Terms

- 1. Ongoing support (including proactive on-site support and unlimited management and advanced support) shall cost **\$6,848 per month** for four days per week.
- 2. Monthly service fees shall be paid by the 10th of each month for that month's service.
- 3. Unless superseded by another agreement or terminated, this price will increase by 6% every July 1st, beginning July 1st of 2023. This agreement will be in effect until at least June 30th, 2025 unless renegotiated.
- 4. Cancelation or changes shall require at least a 3 Month written notice from either party.
- 5. CTS provides proactive onsite support when school is in session but reserves the right to modify service delivery schedules to accommodate it's employees' sick and vacation time requests. These modifications will be subject to coordination and approval by AFCS. Modifications shall be offset by additional time spent on special projects by CTS resources, and shall not exceed 5% of yearly service time without prorated adjustment of fees.
- 6. Where memory of verbal discussions contradicts any part of this document, this document alone shall serve as the final agreement.
- 7. Each party recognizes that human capital is equally as important as trade secrets and agrees not to attempt to hire each other's employees, subcontractors, or representatives without mutual written consent or until 12 months has passed from the termination of this agreement.
- 8. In the event of a serious disagreement, damages shall be limited to the total compensation earned under this agreement, disputes shall be arbitrated by a mutually agreed upon arbitrator, with both sides responsible for their own legal fees.

Notes

The Onsite CTS Helpdesk Tech will be present 24-hours per week during school hours when school is in session and during regular business hours outside of the academic year (including summers, breaks, etc.) The general expectation will be that if school is in session or office staff are present during any given week, then Onsite CTS Helpdesk Tech will be present during that week. Services will be rendered during non-school times, however given the nature of summer projects these services will be subject to fluctuating onsite times where the average time received will be in line with the 24-hours per week expectation.

Acceptance

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

Andrew Lane Timothy Bagby President Executive Director	Charter Tech Services	America's Finest Charter School	
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