



Regular Meeting of the Board of Control
 Date: Tuesday, July 15, 2014
 Location: CESA 2 Conference Room 111
 Minutes

Committee	Members
Audit	Jerry Landmark, Tina Rossmiller (chair), Jaye Tritz, and Jim Wahl
Personnel	Ron Buchanan, Tom Bush, Jeff Hanna and Nancy Thompson (chair)
Policy	Jim Bousman, Barbara Fischer (chair), and Evelyn Propp
WASB Delegate and Alternate	Jeff Hanna and Barbara Fischer

#	Item	Briefs	Action
1.	Call to Order/Announcement of Compliance with Open Meeting Law	Ms Thompson called the meeting to order at 7:07 pm. Dr. Albrecht confirmed that the meeting is in compliance with the Open Meeting Laws.	Time: 7:07 pm
2.	Roll Call	<p>Ms Fischer called the roll.</p> <p>Present: Ron Buchanan Tom Bush Barbara Fischer Evelyn Propp Nancy Thompson Jaye Tritz</p> <p>Absent: Jim Bousman Jeff Hanna Jerry Landmark Tina Rossmiller Jim Wahl</p> <p>Also Present: Dr. Gary Albrecht Bill Barrow Norm Fjelstad</p>	

3.	Review and Approve Agenda	Ms. Thompson asked if there were any items in the consent agenda anyone wished to be removed to the regular agenda; hearing none. Ms. Tritz made a motion to approve the agenda as presented; Mr. Buchanan seconded. Motion carried 6:0.	Motion: Tritz Second: Buchanan Motion carried 6:0
4.	Approval of Minutes from the Regular Board of Control meeting on June 17th, 2014 meeting	Ms. Thompson asked if there were any errors or omissions in the minutes; no changes were noted. Ms. Buchanan made a motion to approve the minutes from the Regular Board of Control meeting on June 17, 2014; Ms. Tritz seconded. Motion carried 6:0.	Motion: Buchanan Second: Tritz Motion carried 6:0
5.	Audit Committee Report and Payment of bills	Ms. Tritz read the audit committee report. She noted that the balance as of May 31, 2014 was \$1,302,367.73. There were cash receipts of \$1,759,824.89 and cash disbursements of \$1,954,124.11, leaving a balance of \$1,108,068.51 as of June 30, 2014. Ms. Tritz made a motion to approve the report and pay the bills; Mr. Buchanan seconded. Motion carried 6:0.	Motion: Tritz Second: Buchanan Motion carried 6:0.
6.	Citizen Input	None	
7.	Presentation Norm Fjelstad, Communication/Outreach Platform Leader	Regional Liaisons Update. Mr. Fjelstad gave a brief history of his background as it related to the evolution of education. He described the duties and challenges and future goals for the newly created liaison positions.	
8.	Reports Agency Administrator Financial Director Director of Programs & Operations Jefferson County Head Start	Agency Administrator: Dr. Albrecht reviewed his report (see attached). Financial Director: Mr. Barrow reported that the office is working on 2013-14 year end wrap-up; he expects auditors to do a preliminary review in September. Mr Barrow reviewed the Quarterly Cash Flow Analysis stating it has been the first full year after the unfunded liability	

		<p>WRS loan was paid; he sees this as a good financial decision. He also stated that the 2% calculated on the amount of payroll to return the monies used for the loan may reach payback in about 7 years. Ms Thompson asked about return of contracts for services and he stated around 1/2 have been returned and he sees no trends in changes of services.</p> <p>Director of Programs & Operations: Ms Nicole Barlass was unavailable for the meeting since she was attending a conference; she left a report (see attached). Dr. Albrecht stated that Ms. Barlass was making her transition to the new role as Director of Resources, but preferred to also remain working with the Board of Control.</p> <p>Jefferson County Head Start: Ms. Thompson stated there was no July 2014 meeting, but noted that the Grant has been applied for.</p>	
9.	Action items (consent agenda):	Mr. Buchanan made a motion to approve the items in the consent agenda as presented; Ms. Tritz seconded. Motion carried 6:0.	<p>Motion: Buchanan Second: Tritz</p> <p>Motion carried 6:0.</p>
	2014-2015 Employment Contracts	<p>Lea Ann Ross, Teacher of the Deaf and Hard of Hearing, Itinerant Services, Whitewater Office</p> <p>Angie Shaw, Teacher of the Deaf and Hard of Hearing, Itinerant Services, Whitewater Office</p> <p>Susan Whooley, Teacher of the Deaf and Hard of Hearing, Itinerant Services, Whitewater Office</p>	
	New Hires	Megan Arney, Speech/Language Pathologist, Union Grove Special	

		<p>Education Consortium</p> <p>Sarah Klang, Instructor, Driver Education</p> <p>Alice Murphy, Facilitator/Consultant, Educator Effectiveness, LTE, August 1, 2014 – December 15, 2014</p> <p>Nicholas Parker, Teacher of Record, JEDI</p> <p>Kyle Resch, Instructor, Driver Education</p> <p>Tony Tautges, Teacher of Record, JEDI</p> <p>Lisa Van Dyke, Transition Improvement Grant Administrative Assistant, Transition Improvement Grant</p> <p>Therese Wilder, Driver Education Instructor, 2014-2015</p>	
	Resignation	Julie Puro, Special Education Aide, Westosha Special Education Alliance	
10.	Service Agreement with Kiernan Consulting, Inc. for 2014-2015 to provide managed information technology services.	The managed service agreement with Kiernan Consulting, Inc was presented in the amount of \$1,250.00 per month for twelve months (July 1, 2014 through June 30, 2015) for a total of \$15,000.00. This cost represents an increase of 25% over the 2013-14 costs. A memo from Ms. Nicole Barlass, Director of Programs & Operations was presented (see attached) regarding the increased level of service that will be provided. Ms. Tritz made a motion to approve the Agreement as presented; Mr. Bush seconded. Motion carried 6:0.	Motion: Tritz Second: Bush Motion carried 6:0
11.	First Reading – CESA 2 Employee Handbook: Policy 3420 – Benefits	Increase eligibility requirement to be eligible for the CESA 2 health insurance to 75% FTE or 30 hours per week to align with the Affordable	

		Health Care Act (see specific policy revision). Reviewed; no action.	
12.	First Reading – CESA 2 Employee Handbook: Policy 3420.01 – Medical/Dental Insurance	Increase eligibility requirement to be eligible for the CESA 2 health insurance to 75% FTE or 30 hours per week to align with the Affordable Health Care Act (see specific policy revision). Reviewed; no action.	
13.	CESA 2 Board of Control/Administration Monthly Activities	The CESA 2 Board of Control/Administration Monthly Activities for the 2014-15 year was presented. Dr Albrecht stated that this list will be reviewed internally as well. Reviewed; no action.	
14.	Contract for the WASDA Executive Director	The WASDA Executive Director contract for 2014-15 was presented; Dr. Albrecht discussed past projects and explained the process. Mr. Buchanan made a motion to approve the Contract as presented; Ms. Tritz seconded. Motion carried 6:0.	Motion: Buchanan Second: Tritz Motion carried 6:0
15.	Cracker Barrel	Ms. Thompson asked other schools to share what they have for secure entrances for their buildings since her district is beginning to discuss updates. Ms. Fischer stated her district administrator is researching a new Chinese student/teacher exchange program; he will also be presenting with a CESA 6 employee a STEM presentation at the National Careers Pathways Network Annual Conference in Orlando FL October 2014.	
16.	Adjourn	Mr. Buchanan made a motion to adjourn the meeting; Mr. Bush seconded. Motion carried 6:0. The meeting adjourned at 8:43 pm.	Motion: Buchanan Second: Bush Time: 8:43 pm Motion carried 6:0

July 23rd, 2014

CESA2 BOARD OF CONTROL NOTES:

Gary L. Albrecht, Agency Administrator

1. CESA2 will be contracting with the Palmyra-Eagle School District for a part time special education director. Tracy Elger, our current RSN and special education director will be taking on this responsibility. The remainder of her time will be devoted to leadership of the programs/services platform of the new design. We will have the RSN (Regional Service Network) position posted before the end of the week.
2. I have board meeting presentations scheduled in Albany, Mount Horeb, Deerfield, Marshall, Brodhead and Belleville in August and September. So far, the new CESA2 video presentation has been received very well!
3. The next CESA2 Board of Control meeting is scheduled for Tuesday, August 19th.
4. I am in the process of meeting individually with all platform leaders and with CESA2 school liaisons to talk about planning and expectations for the upcoming year.
5. On Monday, Al jaeger and I met with representatives from eight CESA2 school districts to talk about health insurance. One of our districts is in the process of getting out of the health insurance business as we know it all together. Several others are considering the same. The districts talked about moving to “district sponsored, individual plans”, whereby the districts would provide information and be the conduit for guiding individual employees toward the Federal health insurance exchange or toward private exchanges.
6. I met with the Belleville superintendent this morning at her request to talk about next year’s Dane County Superintendents meetings as she will be serving as the chair. I expressed interest in sharing more information about our programs and services, implementing a survey to determine individual district needs, and talking with the superintendents to see if there is more CESA2 can do for the Dane County districts collectively. She is interested in making a change to the meetings and involving CESA more. Good news for us!
7. July 30th – August 1st, I will be attending the WASDA Legal Seminar in Sturgeon Bay.
8. Enjoy the summer weather!



Innovative Thinking. Tailored Delivery.

Gary Albrecht, Ph.D. • Agency Administrator

Director of Programs and Operations Report
Nicole Barlass

- We are in the midst of making some rearrangements to the office space to move the CESA Purchasing staff to room 115 and make space for the new employees who will be starting with CESA 2.
- The information on potential changes to the CESA 2 insurance continues to be updated on the internal website (Employee Info Site) based on employee questions.
- Plans are underway to look at redesigning the CESA 2 website.
- I continue to assist and support the hiring of new personnel for the 2014-2015 year.
- I look forward to sharing the information learned at the AESA Leadership Conference at next month's Board of Control meeting.



Innovative Thinking. Tailored Delivery.

Gary Albrecht, Ph.D. • Agency Administrator

MEMORANDUM

DATE: July 1, 2014

TO: CESA 2 Board of Control

FROM: Nicole Barlass, Director of Programs and Operations

RE: Managed Services Agreement with Kiernan Consulting, Inc.

I would like to recommend that the Board of Control approve the proposed contract with Kiernan Consulting, Inc. to provide managed information technology services to CESA 2 for the 2014-2015 fiscal year in the amount of \$15,000.00.

Although this represents an increase of more than 25% over the previous 2013-2014 contract amount of \$11,988.00, CESA 2 will be receiving increased services from Kiernan Consulting, Inc. as a result of the larger contracted amount.

The increased services that will be provided include:

- Kiernan Consulting, Inc. will be the frontline help desk for all information technology questions alleviating the Director of Programs and Operations workload in terms of support provided to CESA 2 staff.
- Kiernan Consulting, Inc. will complete an update to the 30 laptops used for workshops using Clean Slate software so that the laptops can be restored to a specified stable point as needed. This will be at no additional cost except for the software costs, although the labor involved in completing this work would normally be billed separately as a project.
- Dale Harkness, the Senior Network Administrator who handles Managed Service Agreements, will participate as a member of the CESA 2 Technology Committee and provide guidance to CESA 2 on hardware, software and future technology needs. Mr. Harkness is a former IT Director at two school districts in Illinois and brings over 12 years of experience as an IT Director in school districts. He was instrumental in the early adoption of Google Apps for Education for those districts, provided numerous trainings to district staff and would be able to assist CESA 2 in the training of staff at no additional cost.

Please see the attached Master Service Agreement for a complete list of services provided through the contract.

MASTER SERVICE AGREEMENT

THIS MASTER SERVICES AGREEMENT is between Kiernan Consulting, Inc., (“Service Provider”) and CESA 2 (“Client”).

1. Term of Agreement

This Agreement is effective as of June 30, 2014, and shall remain in full force and effect for a period of one year. Upon expiration of the Term, this Agreement will automatically continue on a month-to-month basis, unless either party gives the other thirty (30) days prior written notice of its intent not to renew this Agreement.

- a) This Agreement may be terminated by the Client upon thirty (30) days written notice if the Service Provider:
 - i. Fails to fulfill in any material respect its obligations under this Agreement and does not remedy such failure within thirty (30) days of receipt of such written notice.
 - ii. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
 - iii. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b) This Agreement may be terminated by the Service Provider upon thirty (30) days written notice to the Client.
- c) If either party terminates this Agreement, Client may request Service Provider to assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance, if it has requested such assistance.

2. Fees and Payment Schedule

Monthly Fees will be \$1,250.00. Fees, with any required Taxes, will be invoiced to Client on a Monthly basis, and will become due and payable on the first Business day (Mon. – Fri.) of each month. Services will be suspended if payment is not received within 5 days following date due.

- a) All fees are nonrefundable, and will cover service fees from the Service Provider.
- b) The Service Provider may review these fees from time-to-time, and the fees may be changed in accordance with these reviews; provided that it has notified Client in writing at least 60 days in advance of such changes taking effect.

- c) The Service Provider will provide best effort to provide Client with clear, timely and accurate invoices. If Client feels an invoice is in error, Client must notify Service Provider in writing before the due date.

Refer to Appendix A for services covered by the monthly fee under the terms of this agreement. It is also understood that any and all Services requested by Client that fall outside of the terms of this Agreement may be considered Projects, and will be quoted and billed as separate, individual Services.

3. Coverage

Services identified in Appendix A, provided on Client's IT networks will be provided to the Client by Service Provider on a 8 hours per day / 5 days per week schedule, excluding weekends and public holidays.

Network Monitoring Services will also be provided continuously by automated systems as determined by Service Provider. Hardware costs of any kind are not covered under the terms of this Agreement.

- a) Appendix C identifies service availability hours for the services identified in Appendix A.
- b) Service Rates at the time of this agreement are included in Appendix C. Service Provider may from time to time change Service Rates. Current Service Rates can be supplied upon request from Client, or available on Service Provider's website.
- c) All response times are estimates, and it is understood that the Service Provider will make every effort to honor these times at best effort. It is understood that Response times are not the same as Resolution Times, which are specific to the issue and Client. Response times are identified in Appendix B.

4. Limitation of Liability

Under no circumstances shall the Service Provider (Or its Officers, Employees, Subsidiaries, Affiliates or Agents), or Third Party Service Providers be liable to you or any other person for any damages, including without limitation, any indirect, incidental special or consequential damages, expenses, costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of, or related to, the services provided by the Service Provider and/or its third party service provider, whether such liability is asserted on the basis of contract, tort or otherwise, even if the Service Provider has been warned of the possibility of such damages. In no event will any amount recoverable by the client against the Service Provider in any action arising under or related to this agreement exceed the sum of payments actually made to the Service provider for the services found to be the proximate cause of the damage.

5. Additional Maintenance Services

- a) Service provider shall provide support for KC Computers' approved hardware and software systems identified in Appendix E, provided that all hardware is covered under a currently active Vendor Support Contract; and all Software is Genuine, Currently Licensed and Vendor-Supported, and is covered by Vendor's current support. Should any hardware or systems fail to meet these provisions, the Client understands and acknowledges that Client shall be solely responsible and liable for all licensing and purchasing of hardware or software. Client will indemnify the Service Provider for any installation, configuration or use of software provided by the Client. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's prior written authorization to incur them.

Service provider may provide support for non KC Computers' approved hardware and software and other items not listed in Appendix E. Support for these items will be billed separately on a time and materials basis and support will be administered as "best-effort." Written notification and client approval of separate charges will be necessary before any service work of this nature is commenced.

- b) Attempted recovery from damages caused by virus/adware/spyware/malware infection (hereinafter referred to as "infection") not detected and quarantined by the latest Antivirus definitions is covered under the terms of this Agreement. This Service is limited to those systems protected with a currently licensed, Vendor-supported Antivirus solution. If it is determined that installed security software, established policies/procedures, and/or firewalls were intentionally bypassed, client will be billed at the current Service Rates for work performed to recover from such virus infection.
- c) Service Provider will provide ongoing monitoring and security services of all critical devices identified in Appendix E. Service Provider will provide periodic service reports as well as document critical alerts, scans, and event resolutions to Client. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner through remote means. If on-site remediation is required and not included in the terms of service, Client will be notified of the service requirement and will be charged current Service Rates.
- d) From time-to-time, the Service Provider may be required to engage the services of contractors for work performed as part of this Agreement. If additional charges from contractors, vendors, or other 3rd party will be incurred, Client will be notified in advance and provide prior written approval of such charges.

6. Suitability of Existing Environment

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:

- a) All Systems with Microsoft Windows Operating Systems must be running the minimum version supported under Microsoft's published "Extended Support" or later and have all of the latest Microsoft Service Packs and Critical Updates installed. For example, Client workstations with Microsoft Desktop Operating Systems must be running Windows 7 Pro or later by 4/1/2014.
- b) Any non-Microsoft based systems must be running versions currently supported by manufacturer, be covered under current support contract as identified by the manufacturer/distributor, and have all current patches and updates installed. Open-source or community-supported systems will be supported by best-effort.
- c) Client must supply or allow Service Provider to create valid user credentials on any device covered by this agreement. Such credentials must allow for the minimum level of access required by Service Provider to perform its services.
- d) 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.
- e) The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and send notifications on job failures and successes.
- f) The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- g) All Wireless data traffic in the environment must be securely encrypted, with Service Provider approved method in place for devices to access the wireless infrastructure.
- h) There must be at least one public static IP address or DNS name assigned to a network device allowing Service Provider to remotely access Client network at each Client site. Remote access can be limited to Service Provider's public network IP address.
- i) All Servers must be connected to UPS's (Uninterruptable Power Supply) with functional batteries.
- j) The environment must use physical network connecting media and connection points which meet the minimum requirements of the equipment being serviced (e.g., a minimum CAT5e, CAT6, Fiber, etc.).

Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement. Systems which fall out of current support conditions during this contract term must be remediated or will be supported by best-effort and may result in additional charges.

7. Excluded Services

Service rendered under this Agreement does not include:

- a) Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- b) The cost of any parts, equipment, or shipping charges of any kind.
- c) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- d) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- e) The initial cost to bring Client's environment up to Minimum Standards Required for Services.
- f) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- g) Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including but not limited to alterations, software installations, removal, or modifications, modification of equipment, or by bypassing such software or equipment by Client's employees or anyone other than Service Provider.
- h) Maintenance of Application software packages, whether acquired from Service Provider or any other source unless as specified in Appendix C.
- i) Programming (modification of software code) and program (software) maintenance unless as specified in Appendix C.
- j) Training Services of any kind.

8. Projects

Projects are defined by Service Provider as work performed outside the scope of normal support and administration of Client's IT network. Projects are bound by time, resources and required results, which have a defined outcome and "deliverables." All project work done by Service Provider follows a project life cycle of Initiation, Planning, Execution, Monitoring and Controlling, and Closing phases.

Project guidelines are as follows:

- a) Work or improvements to Client's IT network deemed as a Project by Service Provider may contain additional charges not covered by this contract.
- b) At no time will any Project be started without the signed consent of Client. Service Provider will only provide results on Projects as outlined in Appendix F.
- c) All projects are to be signed off upon completion by Client and Account Manager prior to discussions of further projects.

- d) If Client deems the current project to be unnecessary once the project has commenced, the Client retains the right to suspend or end work on current project.
- e) Any hardware or software ordered or installed must be paid for in full whether a Project is completed or abandoned by Client.
- f) All additional fees for services will be required to be paid in full prior to the start of any additional project work.

9. Warranties; Returns; Disclaimer

If Client is unhappy with work performed for any reason, Client must inform the Service Provider in writing within ten (10) business days, and the Service Provider will make all reasonable efforts to fix the problem without further charges. The Service Provider's work shall be deemed accepted in full if the Service Provider is not informed within ten (10) business days of performance of the work. During the course of providing services, you may purchase from the Service Provider various technology equipment, software, and other peripherals (collectively "Equipment"). All Equipment, except opened software and equipment specifically described as non-returnable, can be returned to the Service Provider for a period of ten (10) days for a full refund, minus any applicable shipping fees. All returned items must be in "like new" condition, and include the original packaging. **THE SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.**

10. Non-Solicitation of Employees

Client agrees that neither party will solicit or offer employment to the respective employee(s) or sub-contractor(s), whether directly or indirectly, during their employment or within 1 year of termination of their employment, except with the Service Provider's prior written approval in each case.

12. Confidentiality

It may be necessary during the performance of this Agreement for the parties to exchange proprietary or confidential information ("Confidential Information"). Each party agrees to use the same degree of care to protect the confidentiality of the Confidential Information and to prevent its unauthorized use or dissemination as it uses to protect its own confidential information of a similar nature. Each party agrees to use the Confidential Information only for purposes related to performance of this Agreement. All Confidential Information remains the property of the party disclosing the information and no license or other rights to Confidential Information is granted or implied hereby.

Each party may disclose Confidential Information received from the other to its responsible employees, consultants, sub-contractors or agents who need to receive the information in the course of performance of this Agreement, provided that such employees, consultants, sub-

contractors or agents have been notified of the confidentiality obligations under this Agreement and have agreed to abide by them.

The confidentiality obligations in this clause shall not apply to any information which is 1) generally known or available by publication, commercial use or otherwise; 2) is known by the receiving party through no wrongdoing and is not subject to restriction at the time of disclosure; or 3) is lawfully obtained from a third party without violation of a confidentiality obligation to the disclosing party.

12. Severability

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

13. Entire Agreement

This Agreement and the attachments hereto constitute the entire agreement between Client and Service Provider. This Agreement supersedes all prior understands, agreements, and documentation. Any amendments or modifications shall be in writing and executed by Client and Service Provider.

14. Miscellaneous

Nothing herein shall be construed to constitute the parties as principal and agent, employer and employee, partners or joint ventures. Service Provider's employees and consultants are not employees of the Client, nor shall they be deemed to be such at any time during the term of this Agreement. Service Provider shall use its own discretion and shall have exclusive control and direction over its personnel in performing the Services in accordance with the general direction of Client. Nothing in this Agreement shall create, or be deemed to create, a partnership or employment relationship.

This Agreement shall be governed by the laws of the State of Wisconsin without regard to the conflicts of law provisions thereof.

Any dispute, controversy, claim, or default arising out of or relating to this Agreement, including its interpretation, performance, or termination, will be resolved exclusively by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, "AAA", in effect at the time of the arbitration.

- (a) By this provision, the parties are specifically waiving their right to a civil trial by jury.
- (b) The arbitration will be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the party

submitting the matter at issue, one named by the party contesting the matter at issue, and one by the two arbitrators chosen.

- (c) The arbitration proceedings will be conducted in Whitewater, Wisconsin, unless the parties otherwise agree in writing.
- (d) The cost of commencement of the arbitration proceedings will be shared equally by the parties, but may be subject to award by the arbitrator(s) pursuant to paragraph (e).
- (e) The decision of the arbitrator(s) will be binding upon the parties hereto, and the expense of the arbitration (including, without limitation, the award of attorney's fees and costs to the prevailing party, if any) will be paid as the arbitrator determines.
- (f) Notwithstanding anything in this paragraph to the contrary, each party will have the right to institute judicial proceedings against the other party in order to enforce the instituting party's rights hereunder through reformation of contract, specific performance, injunction, or similar equitable relief, or to enforce or execute on a judgment.

Neither party shall not be responsible for delays or failure in performance resulting from acts beyond the control of the Service Provider, including but not limited to natural disasters, acts of God, war, terrorism, any change in or adoption of any law or regulation, or any telecommunication line failures.

No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

15. Acceptance of Terms

Client acknowledges that the person signing this Agreement on its behalf is authorize to do so and may bind the Client to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorized agent or employee of client.

The signature of both parties shall evidence acceptance of terms of this Agreement:

For Client

Name / Title: _____

Signature: _____

Date: _____

For Service Provider

Name / Title: _____

Signature: _____

Date: _____

Managed Services Agreement

Appendix A

The following services may be provided if deemed necessary by Service Provider and accepted by Client:

General

- Document software and hardware changes
- Minor/Limited test backups with file restore (not entire VM/Server)
- Monthly reports of work accomplished, work in progress, etc.
- Project based work
- Manage Desktops
- Manage Network Printers
- Manage Other Networked Devices

Servers

- Manage Servers
- Check print queues
- Monitor all Server services
- Keep Service Packs, Patches and Hotfixes current as per company policy
- Check event log of every server and identify any potential issues
- Monitor hard drive free space on server
- Exchange Server user/mailbox management
- Monitor Active Directory replication
- Monitor WINS replication
- SQL server management
- Reboot servers if needed
- Run defrag and chkdsk on all drives
- Scheduled off time server maintenance
- Install supported software upgrades
- Determine logical directory structure, Implement, MAP, and detail
- Set up and maintain groups (accounting, admin, printers, sales, warehouse, etc.)
- Check status of backups
- Alert Client to dangerous conditions
- Memory running low
- Hard drive showing sign of failure
- Hard drive running out of disk space
- Controllers losing interrupts
- Network Cards report unusual collision activity
- Educate and correct user errors (deleted files, corrupted files, etc.)
- Clean and prune directory structure, keep efficient and active

Disaster Recovery

- Disaster Recovery of Server(s)

Networks

- Check router logs
- Performance Monitoring/Capacity Planning
- Monitor DSU/TSU, switches, hubs and internet connectivity, and make sure everything is operational (available for SNMP manageable devices only)
- Maintain office connectivity to the Internet

Security

- Check firewall logs
- Confirm that antivirus virus definition auto updates have occurred
- Confirm that antispyware updates have occurred
- Confirm that backup has been performed on a daily basis
- Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies
- Permissions and file system management
- Set up new users including login restrictions, passwords, security, applications
- Set up and change security for users and applications
- Monitor for unusual activity among users

Client Specific Software

- Example: Peachtree

Client Specific Hardware

- Example: LYNC

Managed Services Agreement

Appendix B

Response Times

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

Trouble	Importance	Response time (in hours) *	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	Critical	Follows Priority 1 Status Response	1 hour
Significant degradation of service (large number of users or business critical functions affected)	High	Within 2 hours	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	Medium	Within 3 hours	48 hours
Small service degradation (business process can continue, one user affected).	Low	Within 4 hours	96 hours

Managed Services Agreement

Appendix B (Cont.)

Priority status Escalation (Default)	Low	Medium	High	Critical
% of Users Affected	0-5	5-10	10-15	Over 15

Priority status Escalation	Low	Medium	High	Critical
% of Users Affected				
Applications				
Department				
Organization				
Designated Approval				

Managed Services Agreement

Appendix C

Service Rates

Labor	Business Hours 8am – 5pm Mon.–Fri.	After Hours	Holidays	Emergency
Remote PC Management/Help Desk	INCLUDED	\$200 1 st hr. (1hr. min.) \$150/hr. each additional hr. INCLUDED	\$250 1 st hr. (1hr. min.) \$175/hr. ea. additional hr. INCLUDED	\$250 1 st hr. (1hr. min.) \$175/hr. ea. additional hr. INCLUDED
Remote Printer Management	INCLUDED	\$200 1 st hr. (1hr. min.) \$150/hr. each additional hr. INCLUDED	\$250 1 st hr. (1hr. min.) \$175/hr. ea. additional hr. INCLUDED	\$250 1 st hr. (1hr. min.) \$175/hr. ea. additional hr. INCLUDED
Remote Network Management	INCLUDED	\$200 1 st hr. (1hr. min.) \$150/hr. each additional hr. INCLUDED	\$250 1 st hr. (1hr. min.) \$175/hr. ea. additional hr. INCLUDED	\$250 1 st hr. (1hr. min.) \$175/hr. ea. additional hr. INCLUDED
Remote Server Management	INCLUDED	\$200 1 st hr. (1hr. min.) \$150/hr. each additional hr. INCLUDED	\$250 1 st hr. (1hr. min.) \$175/hr. ea. additional hr. INCLUDED	\$250 1 st hr. (1hr. min.) \$175/hr. ea. additional hr. INCLUDED
24x7x365 Network Monitoring	NOT INCLUDED	\$200 1 st hr. (1hr. min.) \$150/hr. each additional hr. NOT INCLUDED	\$250 1 st hr. (1hr. min.) \$175/hr. ea. additional hr. NOT INCLUDED	\$250 1 st hr. (1hr. min.) \$175/hr. ea. additional hr. NOT INCLUDED
Lab Labor	NOT INCLUDED	\$200 1 st hr. (1hr. min.) \$150/hr. each additional hr. NOT INCLUDED	\$250 1 st hr. (1hr. min.) \$175/hr. ea. additional hr. NOT	\$250 1 st hr. (1hr. min.) \$175/hr. ea. additional hr. NOT INCLUDED

			INCLUDED	
Onsite Labor	INCLUDED	\$200 1 st hr. (1hr. min.) \$150/hr. each additional hr. INCLUDED	\$250 1 st hr. (1hr. min.) \$175/hr. ea. additional hr. INCLUDED	\$250 1 st hr. (1hr. min.) \$175/hr. ea. additional hr. INCLUDED

Managed Services Agreement

Appendix D

Contract Mechanism

For support requests to be considered and honored according to this contract, support request must be generated using the following approved methods.

- 1) The support ticket can be generated from the support agent software on the end-users' PC.
- 2) Service Provider can manually enter the support ticket via a phone support request.

Any Support request not created using the above described methods may be considered and responded to by Service Provider in Best-Effort. However, Service Provider does not guarantee response times.

Service Provider will provide initial Training and information to the individual identified as Designated Approval in Appendix B.

Managed Services Agreement

Appendix E

Devices Included in Service

Managed Services Agreement

Appendix F

Project Work

Project Work is NOT included and covered by this Agreement.