



Board of Directors Meeting Agenda

Drexel Foundation for Educational Excellence, Inc.
DBA Thea Bowman Leadership Academy School
3401 W. 5th Avenue, Gary, IN 46406
Wednesday, March 29, 2023
6:00 PM CT

- I. Meeting Called to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
 - a. Approval of Board Agenda
 - b. Approval of Board Minutes from February 22, 2023
- IV. CMO Report**
 - a. Principal's Report
 - b. Academic Support Update
 - c. Financial Report
- V. Updates**
 - a. ESSER
 - b. Enrollment/Student Recruitment
 - c. Food Service RFP
- VI. Authorizer Report (Trine University/Education One LLC)**
- VII. Old Business**
 - a. Approval of MOU for the Career Center
 - b. Approval of Performance Incentive
- VIII. New Business**
 - a. Approval of IT Vendor
- IX. Discussion Items**
 - a. Building Expansion
 - b. Portables
- X. PTA**
- XI. Open Communication/Public Comments**

XII. Meeting Adjourned

The next board meeting is scheduled for April 26, 2023 at 6:00 PM CT.

Board of Directors Meeting Minutes
Drexel Foundation for Educational Excellence, Inc.
DBA Thea Bowman Leadership Academy
3401 W. 5th Avenue, Gary, IN 46406
Wednesday, February 22, 2023
6:00 PM CT

I. Meeting Called to Order

A meeting of the Board of Directors (the “Board”) of Thea Bowman Leadership Academy (“TBLA”) was held on Wednesday, February 22, 2023. The meeting was called to order by the Board Chair at 6:00 PM CT.

II. Pledge of Allegiance

The pledge of allegiance was recited by the assembled Directors and attendees.

III. Roll Call

Eve Gomez, President	Present
Jason Beres, Vice President	Present
Michelle Dickerson, Treasurer	Present
Clifford Gooden	Present
Helen Hill	Present
Cedric Steele	Present
Michael Suggs	Present

Other Attendees:

- Lindsay Omlor, Executive Director of Charter Schools, Education One
- Marisa Simmons, Principal, Thea Bowman Leadership Academy
- Eva Spilker, President & CFO, PLA
- Cheri Shannon, Chief Growth Officer, PLA
- Melissa Morris, NW Regional Director, PLA
- Theresa Jacobs, Instructional Specialist, TBLA
- Tahirah Thompson, Director of Operations Facilities & New School Launch, PLA
- Antoinette Troupe, Operations Manager, Thea Bowman Leadership Academy
- Johnny Jin, Chief Strategy & Development Officer, PLA
- Ashley Minter, National Director of Marketing & Communications, PLA
- Javi Dimas, VP of Enrollment, PLA
- JoAnn Gama, Chief Human Assets Officer, PLA
- Arely Benavides, Chief Operating Officer, PLA
- Andrea Robinson, Chief Academic Officer, PLA

a. Approval of Board Agenda

Motion: Michael Suggs Support: Cedric Steele

Yays: 7 Nays: 0

The Board unanimously voted to approve the board agenda.

b. Approval of Board Minutes from January 25, 2023

Motion: Clifford Gooden Support: Michael Suggs

Yays: 7 Nays: 0

The Board unanimously voted to approve the board minutes.

IV. CMO Report

a. Principal's Report

Principal, Marisa Simmons, provided an update on academics, the data dashboard, February events, and upcoming events.

b. Academic Support Update

Melissa Morris provided the academic support update and introduced the new instructional specialist, Theresa Jacobs. Melissa presented the middle-of-year NWEA benchmark data points, Benchmark Assessment System (BAS), and Leveled Literacy Intervention (LLI) growth levels.

c. Financial Report

Eva Spilker presented a financial review of the income statement, cash balances, accounts payable balances, and days cash. The audit has been completed and the exit interview is scheduled for tomorrow.

V. Presentations

a. ESSER Overview

Johnny Jin, Chief Strategy & Development Officer, provided the ESSER Overview. ESSER II has been approved and ESSER III is still under review. Michelle Dickerson suggested including the capital projects as a line item on the expenditure sheet.

b. Enrollment/Student Recruitment

Ashley Minter, National Director of Marketing & Communications, presented the enrollment and marketing strategy highlighting the marketing initiatives, enrollment materials, social media campaigns, and marketing progress. The marketing and school leadership teams are working on finalizing the billboard.

Javi Dimas, VP of Enrollment, provided the 2023-2024 recruitment and enrollment strategy.

VI. Authorizer Report (Trine University/Education One LLC)

Lindsay Omlor shared a link with an accountability update, community connections, 2022 stakeholder survey results and next steps, and upcoming events. The Board Governance self-assessment is due April 15th.

VII. Other Business

a. Helen Hill was sworn in by Eve Gomez as the new school board Secretary.

b. Eve Gomez informed the board that a new attorney has been hired. Attorney King will remain on and will slowly transition out of his role.

VIII. New Business

a. Approval of MOU for the Career Center

This item was tabled due to the Board having questions regarding insurance and liability.

Motion: Helen Hill Support: Cedric Steele

Yays: 7 Nays: 0

b. Approval of Raise the Bar Initiative

This item was tabled due to the Board having concerns surrounding enrollment, teacher turnover, and marketing efforts. Eve requested further information on how the RBI numbers will be supported.

Motion: Helen Hill Support: Michael Suggs

Yays: 7 Nays: 0

c. Approval of 2023-2024 School Calendar

Motion: Michael Suggs Support: Helen Hill

Yays: 7 Nays: 0

The Board unanimously voted to approve the 2023-2024 school calendar.

IX. Discussion items

a. RFP Updates

Arely Benadives, Chief Operating Officer, provided an update on the Technology RFP, active until March 1st. Once the submission date has expired, the operations team will evaluate and submit a recommendation at the next board meeting. The operations team is working on drafting and posting the security and food services RFPs. Tahirah Thompson provided an update on the building expansion RFP. The board will have their legal counsel review the RFP and have it approved by Friday.

b. Portables

Tahirah Thompson provided an update on critical and non-critical items.

X. PTA

XI. Open Communication/Public Comments

XII. Meeting Adjourned

A motion was made to adjourn the meeting.

Motion: Michael Suggs Support: Cedric Steele

The meeting was adjourned at 8:28 PM.



Thea Bowman Leadership Academy

March Administration Team Report

Academic Updates:

The following has taken place:

- Staff Professional Development
- IREAD testing
- SAT testing

March Events & Activities:

The following events took place this month:

- March Madness
- Sporting Events

Upcoming Events:

The following events will take place in February:

- Finals of March Madness Tournament-March 30, 2023 (during the school day)
- Parent Conferences-March 31, 2023 10:00 am - 6:00 pm
- Spring Pictures-April 5, 2023
- No School-Good Friday-April 7, 2023
- Junior Achievement Career Fair-April 14, 2023 9:00 am - 12:00 pm
- Kindergarten Round Up-April 15, 2023 Time: TBD
- Family Math Night-April 18, 2023 5:00 pm - 6:30 pm
- ILEARN Testing

Athletic Updates:

- Athletic events-visit our Athletic website for schedules

Facilities Tracking:

- Portables in progress
- Beautification projects

Enrollment:

The enrollment for March 2023 is as follows:

Grade	Number of Scholars
K	47
1st	51
2nd	62
3rd	48
4th	50
5th	63
6th	75
7th	66
8th	66
9th	70
10th	63
11th	64
12th	64
TOTAL	789



01

Quality Assurance in Academics

A key focus for PLA is to provide high-quality oversight and support for our building leaders to ensure they are successful instructional leaders.

Continuous Improvement: EOY Instructional Review

PLA will complete the process of conducting our end of the year *Instructional Review*.

Who:

Members of the National and Regional Academic Team

What:

School Quality Review (SQR) based on the *Academic Priorities for Success*

When:

EOY (April 1- May 15)

Instructional Review Process



-Your Voice Matters Survey

- PLA Academic Team completes observations in all classrooms based on 15 power indicators

-Leaders self-assess with the 34 indicators of the *Academic Priorities for Success*

-PLA Academic Team completes Leadership Interview

-Debrief with the building leadership team to align school goals, review findings, overall powerful practices, and opportunities for growth





02

Continuous Improvement: Gary Public Schools Comparison

2022 ILEARN ELA		
School Name	ELA Proficient %	Rank
Aspire Charter Academy	28.70%	1
Thea Bowman Leadership Academy	13.30%	2
21st Century Charter Sch of Gary	11.60%	3
Gary Lighthouse Charter School	11.30%	4
Daniel Hale Williams Elem Sch	10.30%	5
Gary Middle School	8.80%	6
Banneker Elementary at Marquette	8.50%	7
Bailly Middle School	7.70%	8
Glen Park Acad for Excel in Lrn	6.80%	9
Charter School of the Dunes	6.40%	10
Frankie Woods McCullough Academy	4.60%	11
Beveridge Elementary School	3.30%	12
West Side Leadership Academy		13

Yellow: Charter
Purple: Public
Green: TBLA

2022 ILEARN Math		
School Name	Math Proficient %	Ranking
Aspire Charter Academy	14.10%	1
Banneker Elementary at Marquette	9.10%	2
21st Century Charter Sch of Gary	7.70%	3
Thea Bowman Leadership Academy	7.20%	4
Frankie Woods McCullough Academy	5.30%	5
Glen Park Acad for Excel in Lrn	4.60%	6
Daniel Hale Williams Elem Sch	4.30%	7
Gary Lighthouse Charter School	4.30%	8
Charter School of the Dunes	4.10%	9
Beveridge Elementary School	3.10%	10
Bailly Middle School	1.20%	11
Gary Middle School	1.20%	12
West Side Leadership Academy		13

Gary Graduation Rates 2022	
21st Century Charter School of Gary	91%
Gary Lighthouse Charter	85.20%
TBLA	79.90%
West Side Leadership Academy	64.70%
Gary Middle College	13.00%

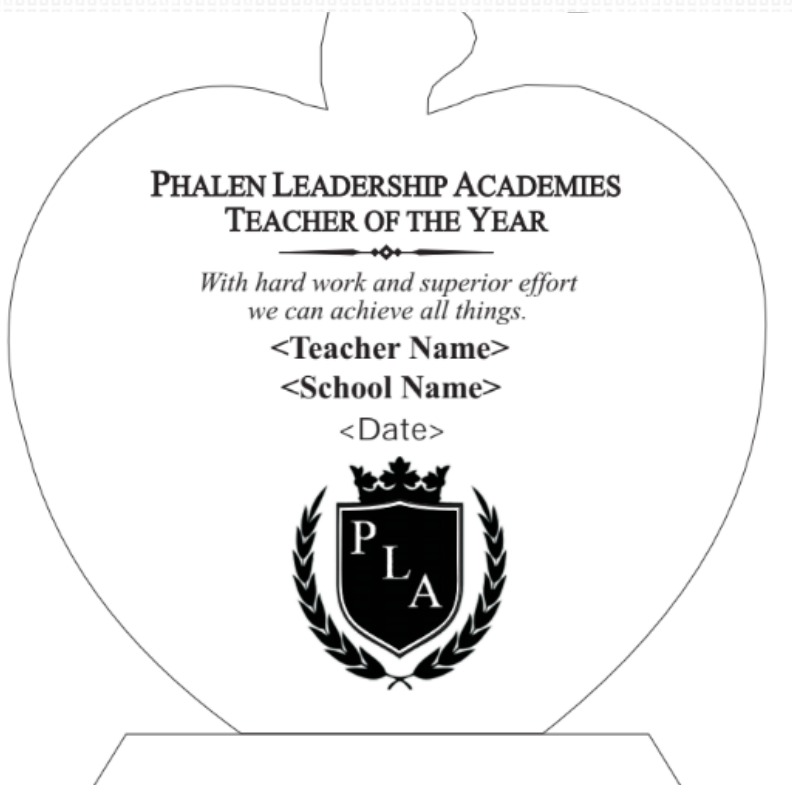
Closed:	
Theodore Roosevelt Car and Tech Academy	
New Tech Innovative Insitute	





03 | Core Value: Gratitude

PLA continues to honor and show appreciation to Administrators, Teachers and Support Staff at TBLA.



**“Teacher of the Year
and
Support Staff of the Year”**
 Voting for Teacher of the Year
and Staff Support of the Year
has come to an end. At the
beginning of May, the winners
will be announced...stay
tuned.

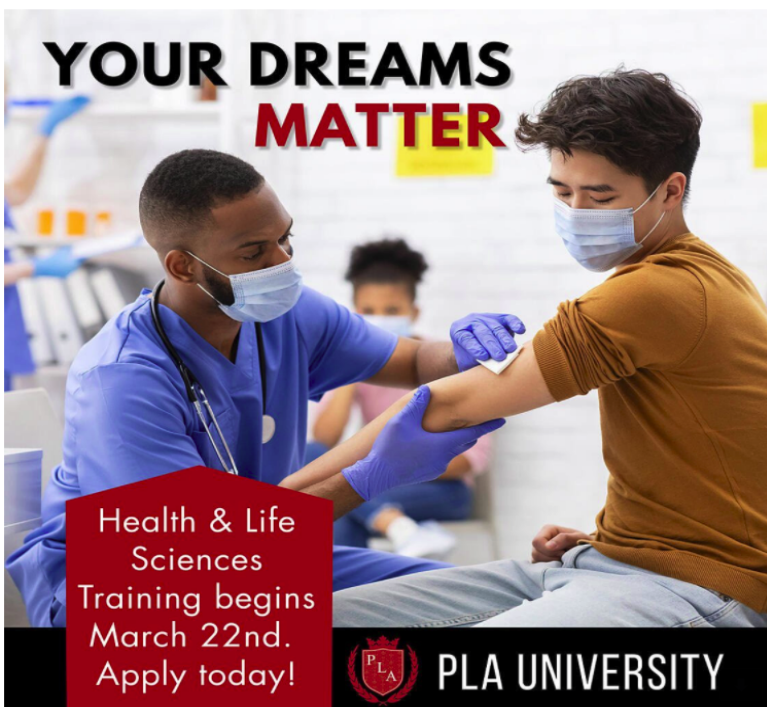




04

Continuous Improvement: PLA University

PLA University is a free workforce development program for partnership school families across the network. Open Enrollment is underway for this tuition-free training program. Graduating scholars and adult family members are invited to participate.



For more info visit
<https://plauniversity.org/>

1) Income Statement

Revenue - year to date:

	8,664,937	actual	1/31/2023
	10,573,145	budget	1/31/2023
\$	(1,908,208)	Below budget YTD (Negative to Budget)	

Expenses - year to date:

	7,607,959	actual	1/31/2023
	10,157,828	budget	1/31/2023
\$	2,549,869	Below Budget YTD (Positive to Budget)	

Net Income - year to date:

\$	1,056,978	actual	1/31/2023
\$	415,317	budget	1/31/2023
\$	641,661	Above budget YTD (Positive to Budget)	

YTD Jan revenue is \$1.9mm below budget primarily due to ESSER II & III revenues that will not be claimed until later in the year when the larger ESSER facility projects are completed. YTD Jan expenses are \$2.5mm below budget primarily due to ESSER II & III facility expenses that have not been incurred.

2) Cash Balances:

\$	4,595,988	1/31/2023
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3) Accounts Payable Balances:

\$	73,024	1/31/2023
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4) Days Cash:

96

Enrollment

Budget	825
Sept Count Day	841
Feb Count Day	792

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
 Balance Sheet

	Actual 1/31/2023	Actual 6/30/2022
ASSETS		
CURRENT ASSETS		
Cash	4,595,987.91	4,952,278.13
Restricted Cash Bond	254,353.64	173,599.44
Accounts Receivable	123,500.00	60,075.82
Grants Receivable	1,495,845.85	746,270.12
Prepays	209,818.61	80,691.69
Deposits	24,612.60	24,612.60
Total	6,704,118.61	6,037,527.80
PROPERTY AND EQUIPMENT		
Land	859,885.95	859,885.95
Building Improvements	17,351,296.44	17,025,110.94
Textbooks	494,080.35	311,354.38
Equipment	1,573,118.38	1,512,815.90
Computers	2,361,838.93	2,260,525.72
Software	145,547.58	145,547.58
Furniture	840,499.77	834,756.93
Accumulated Depreciation	(11,847,935.58)	(11,504,089.26)
Total	11,778,331.82	11,445,908.14
OTHER ASSETS		
Bond Debt Reserve Fund	1,173,536.08	1,173,536.24
Bond Discount	255,443.36	259,993.26
Bond Issuance Costs	788,646.19	802,693.34
Deferred Expense	2,950.00	3,050.00
Total	2,220,575.63	2,239,272.84
Total Current Assets	20,703,026.06	19,722,708.78
Total Assets	20,703,026.06	19,722,708.78
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable	73,024.02	66,310.91
Accrued Expenses	107,210.94	260,067.00
Payroll Liabilities	254,734.17	185,251.47
Total CURRENT LIABILITIES	434,969.13	511,629.38
LONG TERM LIABILITIES		
Bonds Payable	16,775,000.00	16,775,000.00

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
 Balance Sheet

	Actual 1/31/2023	Actual 6/30/2022
Total	16,775,000.00	16,775,000.00
Total Liabilities	17,209,969.13	17,286,629.38
 NET ASSETS		
Unrestricted Net Assets	3,493,056.93	2,432,979.40
Temporarily Restricted Net Assets	0.00	3,100.00
Total	3,493,056.93	2,436,079.40
Total Net Assets	3,493,056.93	2,436,079.40
 Total Liabilities and Net Assets	 20,703,026.06	 19,722,708.78
 BEGINNING BALANCE WITH CURRENT YEAR ADJUSTMENTS	 2,436,079.40	 847,294.92
 NET SURPLUS/(DEFICIT)	 1,056,977.53	 1,588,784.48
 ENDING NET ASSETS	 3,493,056.93	 2,436,079.40

Phalen Leadership Academy - Indiana

Thea Bowman Leadership Academy

Income Statement

	Actual 1/1/2023 - 1/31/2023	Actual 7/1/2022 - 1/31/2023	Budget 7/1/2022 - 1/31/2023	Favorable (Unfavorable)	Annual Budget	Budget Remaining
INCOME						
Federal Funding						
Title I	417,053.39	1,423,753.66	1,215,441.50	208,312.16	2,083,614.00	659,860.34
Title II	0.00	123,036.25	29,944.32	93,091.93	51,333.00	(71,703.25)
Title IV	8,267.78	35,327.03	49,326.62	(13,999.59)	84,560.00	49,232.97
SPED	0.00	64,361.36	41,107.50	23,253.86	70,470.00	6,108.64
Federal Lunch Reimbursement	37,668.60	274,180.02	365,190.00	(91,009.98)	626,040.00	351,859.98
ESSER II	77,701.18	781,976.79	1,758,191.68	(976,214.89)	3,014,043.00	2,232,066.21
ESSER III	413,095.19	507,214.57	2,100,000.00	(1,592,785.43)	3,600,000.00	3,092,785.43
Total Federal Funding	953,786.14	3,209,849.68	5,559,201.62	(2,349,351.94)	9,530,060.00	6,320,210.32
State Funding						
Basic Support	603,705.92	4,225,941.42	3,928,243.62	297,697.80	6,734,132.00	2,508,190.58
Charter School Grant	0.00	1,051,250.00	1,031,250.00	20,000.00	1,031,250.00	(20,000.00)
Remediation Grant	0.00	9,510.00	0.00	9,510.00	0.00	(9,510.00)
Performance Awards	0.00	31,419.53	0.00	31,419.53	0.00	(31,419.53)
Textbook Reimbursement	0.00	0.00	0.00	0.00	52,986.00	52,986.00
Gifted and Talented	0.00	10,610.89	0.00	10,610.89	0.00	(10,610.89)
Career and Technical Education	0.00	935.09	0.00	935.09	0.00	(935.09)
State Lunch Match	0.00	4,197.28	0.00	4,197.28	0.00	(4,197.28)
Early Intervention	0.00	1,889.36	0.00	1,889.36	0.00	(1,889.36)
Total State Funding	603,705.92	5,335,753.57	4,959,493.62	376,259.95	7,818,368.00	2,482,614.43
Other Revenue						
Student Fees	1,982.00	10,499.00	19,723.62	(9,224.62)	33,812.00	23,313.00
Athletics	(1,122.00)	48,570.52	32,891.40	15,679.12	54,819.00	6,248.48
Other Income	0.00	41,098.12	1,834.80	39,263.32	3,058.00	(38,040.12)
Interest Income	45.14	348.56	0.00	348.56	0.00	(348.56)
Contributions	6,003.00	18,659.25	0.00	18,659.25	0.00	(18,659.25)
Student Fundraising Income	0.00	158.00	0.00	158.00	0.00	(158.00)
Total Other Revenue	6,908.14	119,333.45	54,449.82	64,883.63	91,689.00	(27,644.45)
Total Income	1,564,400.20	8,664,936.70	10,573,145.06	(1,908,208.36)	17,440,117.00	8,775,180.30
EXPENSES						
Personnel Costs						
Salary and Wages	384,542.97	2,554,911.14	2,637,839.12	82,927.98	4,522,010.00	1,967,098.86
Bonuses	49,100.00	104,600.00	20,000.00	(84,600.00)	40,000.00	(64,600.00)
Stipends	(9,800.00)	66,298.51	120,000.00	53,701.49	200,000.00	133,701.49
Payroll Taxes	46,007.00	225,744.58	237,405.56	11,660.98	406,981.00	181,236.42
Health Insurance	44,601.59	274,565.34	290,162.18	15,596.84	497,421.00	222,855.66
Retirement Expense	16,627.24	89,363.82	131,892.18	42,528.36	226,101.00	136,737.18

Phalen Leadership Academy - Indiana

Thea Bowman Leadership Academy

Income Statement

	Actual 1/1/2023 - 1/31/2023	Actual 7/1/2022 - 1/31/2023	Budget 7/1/2022 - 1/31/2023	Favorable (Unfavorable)	Annual Budget	Budget Remaining
Substitutes	0.00	(6,000.00)	32,136.00	38,136.00	53,560.00	59,560.00
Total Personnel Costs	531,078.80	3,309,483.39	3,469,435.04	159,951.65	5,946,073.00	2,636,589.61
Professional Fees						
SPED Services	0.00	16,213.56	94,627.80	78,414.24	157,713.00	141,499.44
Instruction Services	24,700.00	98,792.00	91,232.00	(7,560.00)	152,464.00	53,672.00
Staff Training & Recruitment	0.00	16,759.97	16,266.00	(493.97)	16,266.00	(493.97)
Accounting Fees	0.00	35,250.00	23,551.50	(11,698.50)	40,374.00	5,124.00
Admin Professional Services	162,219.00	1,197,651.00	1,047,860.24	(149,790.76)	1,796,332.00	598,681.00
Legal Fees	0.00	3,593.75	8,430.24	4,836.49	14,452.00	10,858.25
Marketing	0.00	259.20	1,477.00	1,217.80	2,954.00	2,694.80
Honors Diploma	396.00	22,659.89	4,930.87	(17,729.02)	8,453.00	(14,206.89)
Total Professional Fees	187,315.00	1,391,179.37	1,288,375.65	(102,803.72)	2,189,008.00	797,828.63
Classroom Supplies & Materials						
Classroom Supplies & Materials	1,525.42	188,663.27	325,446.24	136,782.97	557,908.00	369,244.73
Curricular Materials	7,313.90	45,194.21	131,250.00	86,055.79	225,000.00	179,805.79
Total Classroom Supplies & Materials	8,839.32	233,857.48	456,696.24	222,838.76	782,908.00	549,050.52
School Breakfast & Lunch Expense						
School Breakfast & Lunch Expense	26,500.00	180,691.58	307,328.64	126,637.06	563,436.00	382,744.42
Total Breakfast & Lunch	26,500.00	180,691.58	307,328.64	126,637.06	563,436.00	382,744.42
Student Transportation Expenses						
Student Transportation Expense	25,685.00	85,188.82	23,848.32	(61,340.50)	43,722.00	(41,466.82)
Total Student Transportation	25,685.00	85,188.82	23,848.32	(61,340.50)	43,722.00	(41,466.82)
Student Uniform Expense						
Student Uniform Expense	0.00	259.32	86.00	(173.32)	172.00	(87.32)
Total Student Uniform	0.00	259.32	86.00	(173.32)	172.00	(87.32)
Extra-Curricular Expenses						
Extra-Curricular Expenses	18,256.84	106,297.72	142,226.00	35,928.28	243,816.00	137,518.28
Total Extra-Curricular	18,256.84	106,297.72	142,226.00	35,928.28	243,816.00	137,518.28
Technology Expenses						
Technology Expenses	33,796.59	253,797.10	252,787.50	(1,009.60)	433,350.00	179,552.90
Total Technology	33,796.59	253,797.10	252,787.50	(1,009.60)	433,350.00	179,552.90
Facility and Equipment Expenses						
Building Rent	777.57	177,532.02	380,508.24	202,976.22	652,300.00	474,767.98
Building Maintenance	28,482.27	123,138.13	1,871,335.62	1,748,197.49	3,208,004.00	3,084,865.87
Grounds Maintenance	4,800.00	9,865.00	19,607.00	9,742.00	33,612.00	23,747.00
Janitorial Services & Supplies	1,593.04	40,084.18	51,575.30	11,491.12	88,415.00	48,330.82

Phalen Leadership Academy - Indiana

Thea Bowman Leadership Academy

Income Statement

	Actual 1/1/2023 - 1/31/2023	Actual 7/1/2022 - 1/31/2023	Budget 7/1/2022 - 1/31/2023	Favorable (Unfavorable)	Annual Budget	Budget Remaining
Security Services	61,903.56	306,455.61	146,963.74	(159,491.87)	251,938.00	(54,517.61)
Equipment Rental	5,404.90	37,440.97	38,508.68	1,067.71	66,015.00	28,574.03
Equipment Expense and Maintenance	0.00	1,800.82	30,923.62	29,122.80	53,012.00	51,211.18
Trash Removal	3,663.29	26,434.97	15,187.62	(11,247.35)	26,036.00	(398.97)
Total Facility and Equipment	106,624.63	722,751.70	2,554,609.82	1,831,858.12	4,379,332.00	3,656,580.30
Utilities						
Utilities	7,311.45	87,129.69	114,184.00	27,054.31	195,744.00	108,614.31
Total Utilities	7,311.45	87,129.69	114,184.00	27,054.31	195,744.00	108,614.31
Other Expenses						
Authorizer Fees	19,736.29	121,654.01	117,847.24	(3,806.77)	202,024.00	80,369.99
Office Supplies	11,743.69	25,983.93	12,812.80	(13,171.13)	21,965.00	(4,018.93)
Insurance Expense	14,522.38	98,427.88	93,303.00	(5,124.88)	159,948.00	61,520.12
Bank Fees	215.00	8,782.45	6,098.68	(2,683.77)	10,455.00	1,672.55
Admin Travel	440.42	3,912.32	2,147.18	(1,765.14)	3,681.00	(231.32)
Other Food Purchases	958.97	4,434.78	7,801.50	3,366.72	13,374.00	8,939.22
Interest Expense	80,710.94	564,976.57	706,220.62	141,244.05	1,210,664.00	645,687.43
Postage	491.33	4,318.46	3,660.30	(658.16)	6,275.00	1,956.54
Membership Dues & Fees	0.00	5,787.51	2,332.00	(3,455.51)	2,332.00	(3,455.51)
Field Trips	0.00	35,388.50	8,676.60	(26,711.90)	14,461.00	(20,927.50)
Nurse Supplies	0.00	0.00	2,558.50	2,558.50	4,386.00	4,386.00
Other Event Expenses	109.93	1,213.22	3,655.20	2,441.98	6,092.00	4,878.78
COVID-19 Operation Related Expenses	0.00	0.00	23,333.24	23,333.24	40,000.00	40,000.00
Total Other Expenses	128,928.95	874,879.63	990,446.86	115,567.23	1,695,657.00	820,777.37
Depreciation & Amortization						
Depreciation Expense	47,444.69	343,846.32	407,400.00	63,553.68	698,400.00	354,553.68
Amortization Expense	2,656.75	18,597.05	150,404.31	131,807.26	257,836.00	239,238.95
Total Depreciation & Amortization	50,101.44	362,443.37	557,804.31	195,360.94	956,236.00	593,792.63
Total Expenses	1,124,438.02	7,607,959.17	10,157,828.38	2,549,869.21	17,429,454.00	9,821,494.83
Net Income (Loss)	439,962.18	1,056,977.53	415,316.68	641,660.85	10,663.00	(1,046,314.53)

Phalen Leadership Academy - Indiana

Open Invoice Report

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
ADT Commercial									
ADT Commercial	148902649	1/16/2023	1/16/2023	\$92.02	\$0.00		\$92.02	1/16/2023	15
<i>Totals for ADT Commercial:</i>				<u>\$92.02</u>	<u>\$0.00</u>		<u>\$92.02</u>		
Agape Union Transport									
Agape Union Transport	#012	1/20/2023	1/20/2023	\$450.00	\$0.00		\$450.00	1/20/2023	11
Agape Union Transport	#013	1/27/2023	1/27/2023	\$1200.00	\$0.00		\$1200.00	1/27/2023	4
<i>Totals for Agape Union Transport:</i>				<u>\$1650.00</u>	<u>\$0.00</u>		<u>\$1650.00</u>		
Amazon Capital Services									
Amazon Capital Services	1KVQ-YGJH-CKN6	1/18/2023	1/18/2023	\$245.08	\$0.00		\$245.08	1/18/2023	13
Amazon Capital Services	14NL-J7MM-LFF4	1/22/2023	1/22/2023	\$128.36	\$0.00		\$128.36	1/22/2023	9
Amazon Capital Services	1DP1-PKFV-LVTG	1/22/2023	1/22/2023	\$111.25	\$0.00		\$111.25	1/22/2023	9
Amazon Capital Services	1XRT-Q6G9-1PHQ	1/23/2023	1/23/2023	\$93.92	\$0.00		\$93.92	1/23/2023	8
Amazon Capital Services	1M3D-WYRV-4VV9	1/24/2023	1/24/2023	\$1357.50	\$0.00		\$1357.50	1/24/2023	7
Amazon Capital Services	1N7F-4GVM-L3F3	1/11/2023	1/11/2023	\$48.97	\$0.00		\$48.97	1/11/2023	20
Amazon Capital Services	11GL-VLW4-67WG	1/13/2023	1/13/2023	\$190.12	\$0.00		\$190.12	1/13/2023	18
Amazon Capital Services	1QGT-QVHR-G3X9	1/7/2023	1/7/2023	\$504.96	\$0.00		\$504.96	1/7/2023	24
Amazon Capital Services	1W7N-L6F9-6NJC	1/1/2023	1/1/2023	\$268.10	\$0.00		\$268.10	1/1/2023	30
<i>Totals for Amazon Capital Services:</i>				<u>\$2948.26</u>	<u>\$0.00</u>		<u>\$2948.26</u>		
American Eagle Security, Inc.									
American Eagle Security, Inc.	6376	1/19/2023	1/19/2023	\$1525.00	\$0.00		\$1525.00	1/19/2023	12
<i>Totals for American Eagle Security, Inc.:</i>				<u>\$1525.00</u>	<u>\$0.00</u>		<u>\$1525.00</u>		
AT&T									
AT&T	2618216706	1/19/2023	1/19/2023	\$5339.60	\$0.00		\$5339.60	2/18/2023	0
<i>Totals for AT&T:</i>				<u>\$5339.60</u>	<u>\$0.00</u>		<u>\$5339.60</u>		
Blythe's Athletics									
Blythe's Athletics	122722-13	1/1/2023	1/1/2023	\$387.00	\$0.00		\$387.00	1/1/2023	30
<i>Totals for Blythe's Athletics:</i>				<u>\$387.00</u>	<u>\$0.00</u>		<u>\$387.00</u>		
Douglas, Toure									
Douglas, Toure		1/26/2023	1/26/2023	\$190.64	\$0.00		\$190.64	1/26/2023	5
<i>Totals for Douglas, Toure:</i>				<u>\$190.64</u>	<u>\$0.00</u>		<u>\$190.64</u>		
Gary Lawn Doctors, LLC									
Gary Lawn Doctors, LLC	January	1/22/2023	1/22/2023	\$4800.00	\$0.00		\$4800.00	2/6/2023	0
<i>Totals for Gary Lawn Doctors, LLC:</i>				<u>\$4800.00</u>	<u>\$0.00</u>		<u>\$4800.00</u>		
Gold Medal Chicago ML30									
Gold Medal Chicago ML30	398503	1/23/2023	1/23/2023	\$958.97	\$0.00		\$958.97	2/7/2023	0
<i>Totals for Gold Medal Chicago ML30:</i>				<u>\$958.97</u>	<u>\$0.00</u>		<u>\$958.97</u>		

Phalen Leadership Academy - Indiana

Open Invoice Report

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Haggard, Arthur									
Haggard, Arthur		1/25/2023	1/25/2023	\$59.14	\$0.00		\$59.14	2/4/2023	0
<i>Totals for Haggard, Arthur:</i>				<u>\$59.14</u>	<u>\$0.00</u>		<u>\$59.14</u>		
Hudson Campbell Sports & Fitness Center									
Hudson Campbell Sports & Fitness Center		1/1/2023	1/1/2023	\$80.00	\$0.00		\$80.00	1/1/2023	30
<i>Totals for Hudson Campbell Sports & Fitness Center:</i>				<u>\$80.00</u>	<u>\$0.00</u>		<u>\$80.00</u>		
LaMyia Dukes									
LaMyia Dukes		1/24/2023	1/24/2023	\$190.64	\$0.00		\$190.64	1/24/2023	7
<i>Totals for LaMyia Dukes:</i>				<u>\$190.64</u>	<u>\$0.00</u>		<u>\$190.64</u>		
Lil Lou's Beauty and Barber College									
Lil Lou's Beauty and Barber College	TBL443	1/1/2023	1/1/2023	\$5500.00	\$0.00		\$5500.00	1/1/2023	30
Lil Lou's Beauty and Barber College	TBL446 - 12.31.2022	1/1/2023	1/1/2023	\$4500.00	\$0.00		\$4500.00	1/1/2023	30
<i>Totals for Lil Lou's Beauty and Barber College:</i>				<u>\$10000.00</u>	<u>\$0.00</u>		<u>\$10000.00</u>		
Main Sporting Goods									
Main Sporting Goods	109521	1/27/2023	1/27/2023	\$195.00	\$0.00		\$195.00	2/6/2023	0
<i>Totals for Main Sporting Goods:</i>				<u>\$195.00</u>	<u>\$0.00</u>		<u>\$195.00</u>		
RSI Truck & Bus Repair Inc.									
RSI Truck & Bus Repair Inc.	17811	1/26/2023	1/26/2023	\$3165.00	\$0.00		\$3165.00	1/26/2023	5
<i>Totals for RSI Truck & Bus Repair Inc.:</i>				<u>\$3165.00</u>	<u>\$0.00</u>		<u>\$3165.00</u>		
Tatum Security LLC									
Tatum Security LLC	0000513	1/30/2023	1/30/2023	\$23537.50	\$0.00		\$23537.50	1/30/2023	1
<i>Totals for Tatum Security LLC:</i>				<u>\$23537.50</u>	<u>\$0.00</u>		<u>\$23537.50</u>		
TLC Plumbing, Inc									
TLC Plumbing, Inc	23-180	1/2/2023	1/2/2023	\$7550.00	\$0.00		\$7550.00	1/2/2023	29
TLC Plumbing, Inc	23-181	1/2/2023	1/2/2023	\$7200.00	\$0.00		\$7200.00	1/2/2023	29
<i>Totals for TLC Plumbing, Inc:</i>				<u>\$14750.00</u>	<u>\$0.00</u>		<u>\$14750.00</u>		
Trine University									
Trine University	1528399	1/31/2023	1/31/2023	\$198.00	\$0.00		\$198.00	2/10/2023	0
Trine University	1528386	1/31/2023	1/31/2023	\$198.00	\$0.00		\$198.00	2/10/2023	0
<i>Totals for Trine University:</i>				<u>\$396.00</u>	<u>\$0.00</u>		<u>\$396.00</u>		
US Bank									
US Bank	6737350	1/1/2023	1/1/2023	\$1100.00	\$0.00		\$1100.00	1/1/2023	30
US Bank	6738477	1/1/2023	1/1/2023	\$1650.00	\$0.00		\$1650.00	1/1/2023	30
<i>Totals for US Bank:</i>				<u>\$2750.00</u>	<u>\$0.00</u>		<u>\$2750.00</u>		
Volunteer Collectibles									

Phalen Leadership Academy - Indiana

Open Invoice Report

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Volunteer Collectibles	19349	1/17/2023	1/17/2023	\$323.90	\$0.00		\$323.90	1/17/2023	14
<i>Totals for Volunteer Collectibles:</i>				<u>\$323.90</u>	<u>\$0.00</u>		<u>\$323.90</u>		
Warehouse Direct									
Warehouse Direct	5437296-0	1/16/2023	1/16/2023	\$291.71	\$0.00		\$291.71	1/31/2023	0
<i>Totals for Warehouse Direct:</i>				<u>\$291.71</u>	<u>\$0.00</u>		<u>\$291.71</u>		
GRAND TOTALS:				\$73630.38	\$0.00		\$73630.38		

Unapplied Credit Memo Schedule

Vendor Name	Credit Memo Number	Credit Memo Date	Description	Post Status	Post Date	Ending Credit Balance
Impact Networking Indiana, LLC	171397	11/3/2022	Sales Order RMA108443	Posted	11/3/2022	\$569.80
<i>Total unapplied credit for Impact Networking Indiana, LLC:</i>						<u>\$569.80</u>
United Rentals (North America), Inc.	06.30.2022CM	6/30/2022	Balance to Vendor	Posted	6/30/2022	\$36.56
<i>Total unapplied credit for United Rentals (North America), Inc.:</i>						<u>\$36.56</u>
GRAND TOTALS:						\$606.36

**THEA BOWMAN LEADERSHIP ACADEMY
ACCOUNTS PAYABLE VOUCHER REGISTER
January 2023**

Date	Payment Number	Name of Claimant	Amount Allowed	Amount of Voucher	Description
1/3/2023	93173	INPRS	\$185.59	\$185.59	TRF Adjustment
1/3/2023	93174	INPRS	\$3,637.14	\$3,637.14	12.23.2022 TRF
1/3/2023	93175	INPRS	\$7,283.70	\$7,283.70	12.23.2022 PERF
1/4/2023	93176	EventLink Services	\$3,500.00	\$3,500.00	Event Services
1/5/2023	5928	ADT Commercial	\$92.02	\$92.02	Services 1/14-2/13/2023
1/5/2023	5929	Agape Union Transport	\$750.00	\$750.00	Transportation Ending 12/16/2022
1/5/2023	5930	American Eagle Security, Inc.	\$303.00	\$303.00	Annual Inspections
1/5/2023	5931	Anew Life Youth Development	\$1,500.00	\$1,500.00	Transportation 10.31.2022 - 11.20.2022
1/5/2023	5932	Broadway Self Storage	\$1,627.50	\$1,627.50	3 Months Storage Rent (1/17-3/16/2023)
1/5/2023	5933	First To The Finish	\$224.98	\$224.98	Throw Value Pack
1/5/2023	5934	Gary Lawn Doctors, LLC	\$1,550.00	\$1,550.00	Snow Removal
1/5/2023	5935	Global Psychological	\$221.60	\$221.60	Psychological Services
1/5/2023	5936	Haggard, Arthur	\$166.54	\$166.54	Travel Reimbursement (12.20-12.30.2022)
1/5/2023	5937	Hand 2 Mind	\$186.90	\$186.90	Class Supplies
1/5/2023	5938	Holliday, LaTonya	\$80.00	\$80.00	Reimbursement for Leon Grimes over payment
1/5/2023	5939	Johnson Controls Security Solutions	\$1,905.96	\$1,905.96	Past Due Balance
1/5/2023	5940	Just A Dash Catering LLC	\$20,719.63	\$20,719.63	Student Meals (12.1-12.16.2022)
1/5/2023	5941	Main Sporting Goods	\$205.00	\$205.00	Medals
1/5/2023	5942	Physicians Coding and Education Services	\$2,618.00	\$2,618.00	Prenursing Pathway Tuition
1/5/2023	5943	PremiStar-Indiana	\$5,960.00	\$5,960.00	Maintenance Contract
1/5/2023	5944	Purchase Power	\$437.00	\$437.00	postage - Acct #8000-9090-1003-0661
1/5/2023	5945	RSI Truck & Bus Repair Inc.	\$1,320.00	\$1,320.00	Basketball
1/5/2023	5946	Tatum Security LLC	\$9,000.00	\$9,000.00	1 Officer
1/5/2023	5947	The Bandmans Company	\$1,394.00	\$1,394.00	Putting on the Ritz
1/5/2023	5948	The Phalen Leadership Academy - Indiana, Inc.	\$162,219.00	\$162,219.00	Jan 2023 Management Fee
1/5/2023	5949	United Rentals (North America), Inc.	\$777.57	\$777.57	Office Trailer and Steps (Rental)
1/5/2023	5950	Urban Elevator Service, LLC	\$362.66	\$362.66	Monthly Elevator Services - Jan 2023
1/5/2023	5951	Warehouse Direct	\$985.10	\$985.10	Janitorial Supplies
1/5/2023	5952	West Side Leadership Academy	\$100.00	\$100.00	Entry Fee - Breast Cancer VB Tourney
1/5/2023	5953	Willscot	\$9,607.02	\$9,607.02	Contracts #1001668431 & #1001667799
1/6/2023	93177	Nextiva	\$1,193.81	\$1,193.81	Tech Support
1/9/2023	93178	Human Capital Concepts	\$226,965.16	\$226,965.16	Batch 20231/20232
1/11/2023	5954	Tradewinds Services, Inc.	\$970.00	\$970.00	Nov 2022
1/11/2023	93179	Human Capital Concepts	\$2,341.67	\$2,341.67	Batch 20235
1/11/2023	93180	Human Capital Concepts	\$2,796.26	\$2,796.26	Batch 20234
1/12/2023	5955	Acorn Fence	\$6,250.00	\$6,250.00	Dumpster Enclosure/Double Gate
1/12/2023	5956	Amazon Capital Services	\$2,233.18	\$2,233.18	Class Supplies, Office Supplies, Senior Night Supplies, Vacuum
1/12/2023	5957	Arrow Pest Control	\$445.00	\$445.00	Semi-Annual Services
1/12/2023	5958	BSN Sports	\$5,456.88	\$5,456.88	Baseball / BBall Uniforms
1/12/2023	5959	EventLink Services	\$700.10	\$700.10	Event Services
1/12/2023	5960	Great Minds PBC	\$7,313.90	\$7,313.90	Eureka Math
1/12/2023	5961	Haggard, Arthur	\$455.00	\$455.00	Boys Track Reimbursement / Athletic Camp Reimbursement
1/12/2023	5962	Korellis Roofing, Inc.	\$2,881.70	\$2,881.70	Job# 40243
1/12/2023	5963	Onsite Construction Services Inc.	\$7,685.11	\$7,685.11	Final payment for RTU 18,4,11 and Repairs
1/12/2023	5964	RSI Truck & Bus Repair Inc.	\$13,700.00	\$13,700.00	Transportation for Track and CTE Routes
1/12/2023	5965	Teamleader	\$1,488.40	\$1,488.40	Cheer Uniform Package
1/12/2023	5966	Tradewinds Services, Inc.	\$4,594.00	\$4,594.00	Late Oct/Now 2022
1/12/2023	5967	YouthBuild Gary	\$14,700.00	\$14,700.00	1st Semester Courses
1/19/2023	5968	Arrow Pest Control	\$754.00	\$754.00	Semi-Annual Services & Monthly Services
1/19/2023	5969	Johnson Controls Security Solutions	\$3,349.04	\$3,349.04	Dec 2022 Services, Jan. Services, & Service Call
1/19/2023	5970	Just A Dash Catering LLC	\$23,461.05	\$23,461.05	Student Meals (7.1-7.15.2022 Additional) / Student Meals (8.15-8/31/2022)
1/19/2023	5971	Midwest Telecom of America, Inc	\$1,144.59	\$1,144.59	Tech Services, Cable Run (Final), Unifi System (Final)
1/19/2023	5972	RSI Truck & Bus Repair Inc.	\$4,320.00	\$4,320.00	BBall Tournaments
1/19/2023	5973	Sport Orthopedic Rehabilitation, Inc.	\$2,688.96	\$2,688.96	Game and Practice for g/b Basketball
1/19/2023	5974	TIAA Commercial Finance Inc	\$5,404.90	\$5,404.90	Equipment Rental
1/19/2023	5975	Willscot	\$75,255.58	\$75,255.58	Various Contract Payments
1/20/2023	93190	NIPSCO	\$10,862.24	\$10,862.24	Electric Services
1/20/2023	93191	NIPSCO	\$6,449.21	\$6,449.21	Gas Services
1/23/2023	93189	Bank Fees	\$215.00	\$215.00	Service Charge
1/24/2023	93181	Human Capital Concepts	\$221,441.68	\$221,441.68	Batch 20233/20236
1/24/2023	93188	EventLink Services	\$4,000.00	\$4,000.00	Event Services
1/26/2023	5976	Agape Union Transport	\$1,350.00	\$1,350.00	Transportation Ending 1/6/2023 and Ending 1/13/2023
1/26/2023	5977	AJ the Plumber, LLC	\$435.00	\$435.00	Toilet Repairs
1/26/2023	5978	AKA Comp Solutions	\$5,288.50	\$5,288.50	Device Management
1/26/2023	5979	Education One, LLC	\$16,986.29	\$16,986.29	Admin Fee January 2023
1/26/2023	5980	Engravables	\$374.00	\$374.00	Star Awards

**THEA BOWMAN LEADERSHIP ACADEMY
ACCOUNTS PAYABLE VOUCHER REGISTER
January 2023**

Date	Payment Number	Name of Claimant	Amount Allowed	Amount of Voucher	Description
1/26/2023	5981	InnovateEDU	\$6,020.00	\$6,020.00	SIS Integration: PowerSchool & Enrollment
1/26/2023	5982	Main Sporting Goods	\$950.00	\$950.00	Embroidery
1/26/2023	5983	Onsite Construction Services Inc.	\$10,353.10	\$10,353.10	Install Fence, Lights, etc.
1/26/2023	5984	Purchase Power	\$491.33	\$491.33	Postage
1/26/2023	5985	Staples	\$9,572.30	\$9,572.30	Office Supplies
1/26/2023	5986	Tatum Security LLC	\$24,400.00	\$24,400.00	2 SRO 4 Officers 1 Portables
1/26/2023	5987	Top Level Training	\$170.00	\$170.00	Basketball Tourney
1/26/2023	5988	Tri-Electronics	\$13,225.00	\$13,225.00	Motorola
1/26/2023	5989	United Rentals (North America), Inc.	\$777.57	\$777.57	Office Trailer and Steps (Rental)
1/26/2023	5990	Warehouse Direct	\$1,056.25	\$1,056.25	Janitorial Supplies
1/26/2023	93187	Waste Management	\$3,663.29	\$3,663.29	Trash Services 1.1-1.31.2023
1/27/2023	93186	PEX	\$5,000.00	\$5,000.00	Charges
1/30/2023	93182	Human Capital Concepts	\$48,103.67	\$48,103.67	Batch 20238
1/30/2023	93183	INPRS	\$6,009.52	\$6,009.52	1.6.2023 PERF
1/30/2023	93184	INPRS	\$2,870.75	\$2,870.75	1.30.2023 TRF
1/30/2023	93192	INPRS	\$132.49	\$132.49	Adjustment
		Grand Total	<u>\$1,057,665.39</u>	<u>\$1,057,665.39</u>	

ALLOWANCE OF VOUCHERS

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Date

School Treasurer

We have examined the vouchers listed on the foregoing accounts payable voucher register, consisting of 2 pages, and except for vouchers not allowed as shown on the register such vouchers are hereby allowed in the total amount of \$1,057,665.39



ESSER Update

Thea Bowman Leadership Academy School Year 22-23

March 2023



March 2023 Update

Grant Program	Amount Awarded	Status Update
ESSER II	\$5,412,288.78	<ul style="list-style-type: none">● Original application approved on 5/4/21● FY23 budget amendment approved on 1/23/23● Next Step: review SRO position
ESSER III	\$12,155,231.77	<ul style="list-style-type: none">● Original application approved on 6/29/21● FY23 budget amendment approved on 3/6/23● Worked through rigorous review with IDOE● Shared ESSER facility regulations with OPS● Next Step: review interventionists



ESSER Overview

Federal Grant (Legislative Act)	TBLA Grant Award	Period of Availability/ Reimbursement Period
ESSER II (CRRSA)	\$5,412,288.78	March 2020 - September 2023
ESSER III (ARP)	\$12,155,231.77	March 2020 - September 2024

Allowable Uses:

- Address **learning loss** related to the impact of the pandemic on students and school communities, examples include:
 - implement evidence-based instructional programs and activities
 - purchase supplemental curriculum and supplies
 - administer high-quality assessments and track student progress
- Ensure a **safe and healthy learning environment**
 - address facility designs that impede social distancing
 - provide facility improvements to reduce virus transmission
 - purchase sanitizer and cleaning-related supplies
- Provide **continuity of services**
 - ensure that personnel are secure and staffing reflect the needs of the school as related to addressing learning loss and social-emotional needs
 - provide students and staff with technology needs when at-home instruction is required



ESSER II: Use of Funds

Category	Description	Budget
Tier II Interventions	<ul style="list-style-type: none"> Reading Advantage staff & program curriculum 	\$372,569.39
Supplemental Curriculum & Supplies	<ul style="list-style-type: none"> Digital Media Software subscription Supplemental Classroom Kits & Instructional Supplies 	\$240,899.87
Workforce Development Programming	<ul style="list-style-type: none"> Career Pathway Program for pre-nursing pathway 	\$54,000.00
Staff Development & Retention	<ul style="list-style-type: none"> Professional Development - SAT Tutoring Performance-based retentions stipends 	\$90,000.00
Social Emotional Programming	<ul style="list-style-type: none"> Dean of Students & Enrichment Instructors 	\$220,594.96
Technology	<ul style="list-style-type: none"> Leadership macbooks CTE computers for student programming Promethean smart boards 	\$335,129.12
Learning Environment	<ul style="list-style-type: none"> Portables Rooms for Art, Music, Computer, Science HVAC improvements Expansion of outdoor playground Staff Offices & Staff Restrooms 	\$2,304,105.00
Continuity of Services	<ul style="list-style-type: none"> English and Math curriculum Budgeted personnel 	\$1,794,990.44
Total		\$5,412,288.78



ESSER III: Use of Funds

Category	Description	Budget
Tier II Interventions	<ul style="list-style-type: none"> Reading & Math Advantage staff & program curriculum 	\$1,125,842.00
Supplemental Curriculum & Supplies	<ul style="list-style-type: none"> Digital Media Software subscription Supplemental Classroom Kits & Instructional Supplies 	\$283,210.18
Workforce Development Programming	<ul style="list-style-type: none"> Career Pathway Program for pre-nursing pathway Transportation costs for CTE programs 	\$168,000.00
Staff Development & Retention	<ul style="list-style-type: none"> Professional Development for SAT Tutoring Performance-based retentions & summer PD stipends Instructional coaches 	\$734,721.80
Social Emotional Programming	<ul style="list-style-type: none"> Enrichment instructors and materials 	\$723,750.00
Technology	<ul style="list-style-type: none"> Student laptops 	\$180,919.00
Extended Learning Time Programming	<ul style="list-style-type: none"> Summer enrichment programming Assessment software to monitor student learning 	\$304,333.00
Learning Environment	<ul style="list-style-type: none"> Additional classrooms, restrooms, HVAC Rooms for Art, Music, Computer, Science Additional locker rooms & media center/library Expansion of Kitchen and Cafeteria 	\$6,002,122.43
Continuity of Services	<ul style="list-style-type: none"> Security services, activity bus Budgeted personnel 	\$2,632,333.36
Total		\$12,155,231.77



Key Contacts

Name	Title	Email	Topics
Johnny Jin	Chief Strategy & Development Officer	jjin@phalenacademies.org	Grant budgeting, guidelines, applications, amendments
Eva Spilker	Chief Financial Officer	espilker@phalenacademies.org	Grant spending, reimbursements, general fund coordination



Thank you for your partnership!



Aa Bb Cc Dd Ee Ff Gg Hh

Today is 09-18-18
Tuesday (Sun) Summer
September 18, 2018
I CAN..
ability get and separate things by amount.

Our Focus Words
4

GOOD MEET
FO
Xx Yy Zz 0 1 2 3 4 5 6
A clock face showing approximately 10:10.

Arrived
Daily
A clock face showing approximately 10:10.

ESSER OPS Requirements

Updated 3/7/23

Davis-Bacon Act

For all federally funded construction projects, including ESSER, the Davis-Bacon Act applies to contracts in excess of \$2,000 for construction, alteration or repair of public buildings. This act triggers contractors to pay “prevailing wage” and schools are required to review these reports for compliance purposes (including developing a detailed process).

Please note that one of the most sticking points for auditors for projects funded through ESSER is the failure to comply with this act. During audits, there may be a request to provide a program questionnaire where Wage Rate Requirement narrative was required, if applicable, in addition to additional information on vendors chosen.

To find the prevailing wage, use SAM.gov and filter by state, county and construction type. The website can be found here:

https://sam.gov/search/?index=dbra&page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5Bstatus%5D%5Bis_active%5D=true

The following are also required under the Davis-Bacon Act:

- [Davis-Bacon labor standards clauses](#) must be included in covered contracts
- "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination
- prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work
- apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department
- Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency
- post the applicable Davis-Bacon wage determination with the [Davis-Bacon poster \(WH-1321\)](#) on the job site in a prominent and accessible place where they can be easily seen by the workers

(IDOE) Does the Davis-Bacon act and associated requirements apply to construction projects funded with ESSER II or III funds?

Yes, the Davis-Bacon prevailing wage regulations will be applicable to construction projects funded with ESSER funds. IDOE recommends LEAs consult with local counsel regarding Davis-Bacon Act requirements.

NEPA Requirements

The following guidance is taken from: [Federal ESSER Guidance updated December 7, 2022](#)

B-6.c. Is a grantee/subgrantee required to complete an environmental impact assessment under 34 CFR § 75.601 and the National Environmental Policy Act (NEPA) for a construction, renovation, or real property project supported by ESSER or GEER funds? (New December 7, 2022)

No. The Department does not exercise control over the use of the funds for any individual project as long as the project continues to meet all statutory and other applicable requirements (such as the Uniform Guidance and the Department’s administrative regulations). As a result, construction, renovation, or real property projects supported by ESSER or GEER grants are not considered a “major Federal action” under NEPA and are not subject to 34 CFR § 75.601. While NEPA environmental impact assessments are not applicable, the Department strongly encourages grantees to require some type of environmental assessment for projects that involve breaking new ground, such as projects to expand the size of an existing building or replace an outdated building. This may already be required by State law and would help to assess any potential environmental ramifications of expanding or replacing school facilities and ensuring compliance with local or other environmental requirements.

Security Cameras

B-14. May ESSER and GEER funds be used for the cost of purchasing and installing video systems for security purposes? (New December 7, 2022) There may be limited circumstances where purchasing and installing such a system, consistent with applicable law, is permissible, since ESSER or GEER funds may be used by an LEA for the purpose of promoting safe and secure schools. As with all uses of funds, the grantee is responsible for ensuring that the use of funds supports the overall purpose of the CARES, CRRSA, or ARP Act programs, which is to prevent, prepare for, and respond to COVID-19. To the extent that video systems capture student and staff behavior, whether intentionally or incidentally, there may be additional requirements and considerations as discussed below.

Privacy Considerations. LEA officials are regularly asked to balance the interests of safety and privacy for students, consistent with applicable law. For example, while the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99) generally prohibits educational agencies and institutions from disclosing personally identifiable information from a student’s education records absent written consent from parents or eligible students (age 18 or older or attending a postsecondary institution at any age), there are exceptions to the general consent requirement that can help schools and LEAs to take steps to maintain school safety. Images of students captured on video systems that are maintained by a school official may or may not be considered “education records” subject to FERPA. For more information, see “FAQs on Photos and Videos under FERPA” at:

<https://studentprivacy.ed.gov/faq/faqsphotos-and-videos-under-ferpa>

Images of students captured on video systems that are maintained by the school's law enforcement unit are generally not considered "education records" under FERPA, and, therefore, may not be subject to FERPA's requirements. For more information, see "School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA)" at

https://studentprivacy.ed.gov/sites/default/files/resource_document/file/SRO_FAQs.pdf

The use of video systems may raise other privacy concerns. Accordingly, the LEA should consider several questions before deciding to use video systems, including where the cameras are located, who has access to the images, how the images will be used, and how long the images will be retained. As a best practice, LEAs should only collect, use, and retain the minimum amount of personally identifiable information that is relevant and necessary to accomplish an authorized purpose. LEA officials should consult with their legal counsel to determine whether any Federal or State laws may be applicable. Further, consideration needs to be given to the places in which individuals would enjoy a reasonable expectation of privacy to avoid violating such expectations. Applicable State law should be considered because the use of video systems may give rise to legal obligations regarding access to and disclosure of any recordings, as well as their retention and disposition. These issues should be considered in advance of developing a policy on the use of video systems. For example, it would be helpful to consider whether 38 images of individuals can be blurred or redacted before providing access to or disclosing any recordings to protect the privacy of those individuals. Civil Rights Considerations. Federal civil rights laws enforced by the Department's Office for Civil Rights require an LEA that receives Federal financial assistance not to discriminate based on race, color, national origin, sex (including sexual orientation and gender identity), disability, and age in their programs and activities.

An LEA's nondiscrimination obligations apply to the conduct of school staff and other persons with whom the school has a contractual or other arrangement, including security staff, private security, and school law enforcement officers. The LEA has a responsibility not to discriminate when conducting surveillance and other security or safety activities using video systems. Specifically, an LEA must ensure nondiscrimination in decisions to obtain and use such equipment, including where to place such devices to ensure such surveillance does not treat students unnecessarily differently on the basis of race, color, national origin, sex, disability or age or have an unjustified discriminatory impact on these bases; and must ensure the videos and related information are not used in a discriminatory manner. Additional Policy Considerations. If an LEA chooses to use a video system, it should have a clearly established policy on the use of video systems on school property. As a best practice, the LEA should develop the policy surrounding the use of video systems in consultation with students, their families, and school-based staff, so that uses of the video systems are widely understood and privacy concerns are more fully considered in the development of the policy. The policy should

effectively address privacy and civil liberties issues and provide fair notice to students and their families, staff, and visitors that on-campus video systems are in place. At a minimum, the policy should: (a) describe the purposes for which video systems are used on school property (b) address the placement of the cameras to ensure that cameras are not placed in any areas where there is a reasonable expectation of privacy; (c) notify staff and students through staff and student/parent handbooks and signage (in accessible formats) that on-campus video systems may be present on school property and on vehicles used for school-provided transportation, along with the purposes of the surveillance equipment, as set forth above; and (d) state whether the video recordings may become a part of a student's education record or a staff member's personnel record and under what conditions, the process for disputing the inclusion of such recordings as part of any record, and, if applicable, how it is maintained consistent with local, State, and Federal laws such as FERPA.

The LEA must comply with all applicable laws related to record maintenance and retention. The LEA policy should also include reasonable procedures intended to preserve data related to a known incident that involves injury to students, staff, or members of the public or damage to property, or that involves any potential violation of the law or LEA policies, procedures, or rules of conduct. Depending on relevant facts, the use of video systems in classrooms may raise concerns regarding the potential application of other Federal or State laws. LEA officials should consult with their counsel to determine whether any such laws are applicable.

Construction Regulations and Requirements

B-6. May ESSER and GEER funds be used for construction? (Updated December 7, 2022)

Approved construction projects (i.e., remodeling, renovation, and new construction) also must comply with applicable Uniform Guidance requirements, Davis-Bacon prevailing wage requirements,¹⁵ and all of the Department's applicable regulations regarding construction at 34 CFR §§ 76.600 and 75.600-75.618. Some of the relevant part 75 requirements that must be considered before a new construction project is initiated include¹⁶:

1) Has the grantee considered the probable effects of proposed construction on any district, site, building, or structure that is included or eligible for inclusion in the National Register of Historic Places (34 CFR § 75.602)?

2) Does the grantee have title or other interest in the site, including right of access, that is sufficient to ensure that the grantee will have use and possession of the facility for 50 years or the useful life of the facility, whichever is longer (34 CFR § 75.603)?

3) Can the grantee begin the approved construction in a reasonable time period and have the final plans been approved before the construction is advertised or placed on the market for bidding (34 CFR § 75.605)?

4) Can a grantee complete the project in a reasonable time period and consistent with the approved plans and specifications (34 CFR § 75.606)?

5) Is the construction functional, economical, and not elaborate in design or extravagant in the use of materials as compared to other facilities in the State or other applicable geographic area (34 CFR § 75.607)?

6) Do the grantee's plans and designs for the facilities comply with applicable Federal, State, and local health and safety standards, as well as Federal requirements regarding access by persons with disabilities (34 CFR §§75.609 and 75.610)?

7) Does the grantee have sufficient operational funds to operate and maintain the facility once the construction is complete and will the grantee operate and maintain the facility in accordance with all applicable Federal, State, and local requirements (34 CFR §§ 75.614 and 75.615)?

8) Has the grantee filed a notice of Federal interest that must be executed on property when ESSER or GEER funds are used to purchase land, construct a building, or make improvements to a building on leased property (OMB Standard Form 424D)?

Portable Requirements

B-8. May an LEA use ESSER and GEER funds to purchase trailers or modular units? Yes. Under 2 CFR § 200.33, "equipment" means "tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000." Generally, a trailer or modular unit meets this definition. Accordingly, an LEA may use ESSER and GEER funds to purchase trailers or modular units if such purchases are necessary to create additional safe learning spaces due to the COVID-19 pandemic (e.g., for more effective social distancing consistent with CDC guidance) (see section 2001(e)(2)(Q) of the ARP Act). In addition, the use of grant funds to purchase equipment is subject to 2 CFR § 200.439(b), which requires the LEA to obtain prior written approval from the Governor or SEA. As with all costs, they must be reasonable and necessary. In the case of such large purchases, it may be beneficial for the LEA to do a cost analysis under 2 CFR § 200.318(d) comparing the cost of buying trailers and modular units with the cost of leasing, for example. When selecting which students will receive services in trailers or modular units, an LEA should ensure that decisions are made consistent with applicable civil rights requirements and that certain subgroups are not disproportionately educated in trailers or modular units, especially if being educated in the trailers or modular units limits access to other students, activities, or services within the school or in any way contributes to tracking or within-school segregation.

ENROLLMENT & RECRUITMENT UPDATE



YTD Enrollment: 788

Recruitment Update:

					YTD Intent to Return	YTD Apps	Total
TBLA	PS	852	(478)	51.2%	374	62	436

Recruitment Activity:

1. Prioritize collecting 100% of Intent to Return information
2. Community posting of enrollment signs (boots on the ground)
3. Continue Kinder round up, open houses

WEBSITE



**CLICK HERE TO VIEW
THE WEBSITE**

MARKETING DATA



TBLA Marketing Spend

- Typically the spend varies between \$50-\$100 per new scholar needed to meet the enrollment goal
- Enrollment Goal: 852
- 64 Scholars are needed to meet our goal, taking TBLA from 788 to 852
- Our spend is \$75/scholar

What Other Competing Schools Are Doing:

- 21st Century Charter - \$18,350 on both static and digital boards in 2022
- Steel Academy (Gary) - \$3,600 on static boards in 2022
- Forest Ridge Academy - \$2,700 on digital in 2022

SOCIAL MEDIA PAGE DEMOGRAPHICS



FACEBOOK & INSTAGRAM PAGE DEMOGRAPHICS FOR THE LAST 60 DAYS

Audience

Age and Gender

Men 26.40%
Women 73.60%



Location

Cities Countries

Gary, IN	782
Merrillville, IN	109
Chicago, IL	66
East Chicago, IN	54
Indianapolis, IN	51
Hammond, IN	36
Portage, IN	26
Hobart, IN	20
Fort Wayne, IN	8
Valparaiso, IN	8

38

Your data will be available within the next 24 hours. Please check back later.

Page overview

Discovery

Post reach	19,792
Post engagement	6,518
New Page likes	11
New Page Followers	36

Interactions

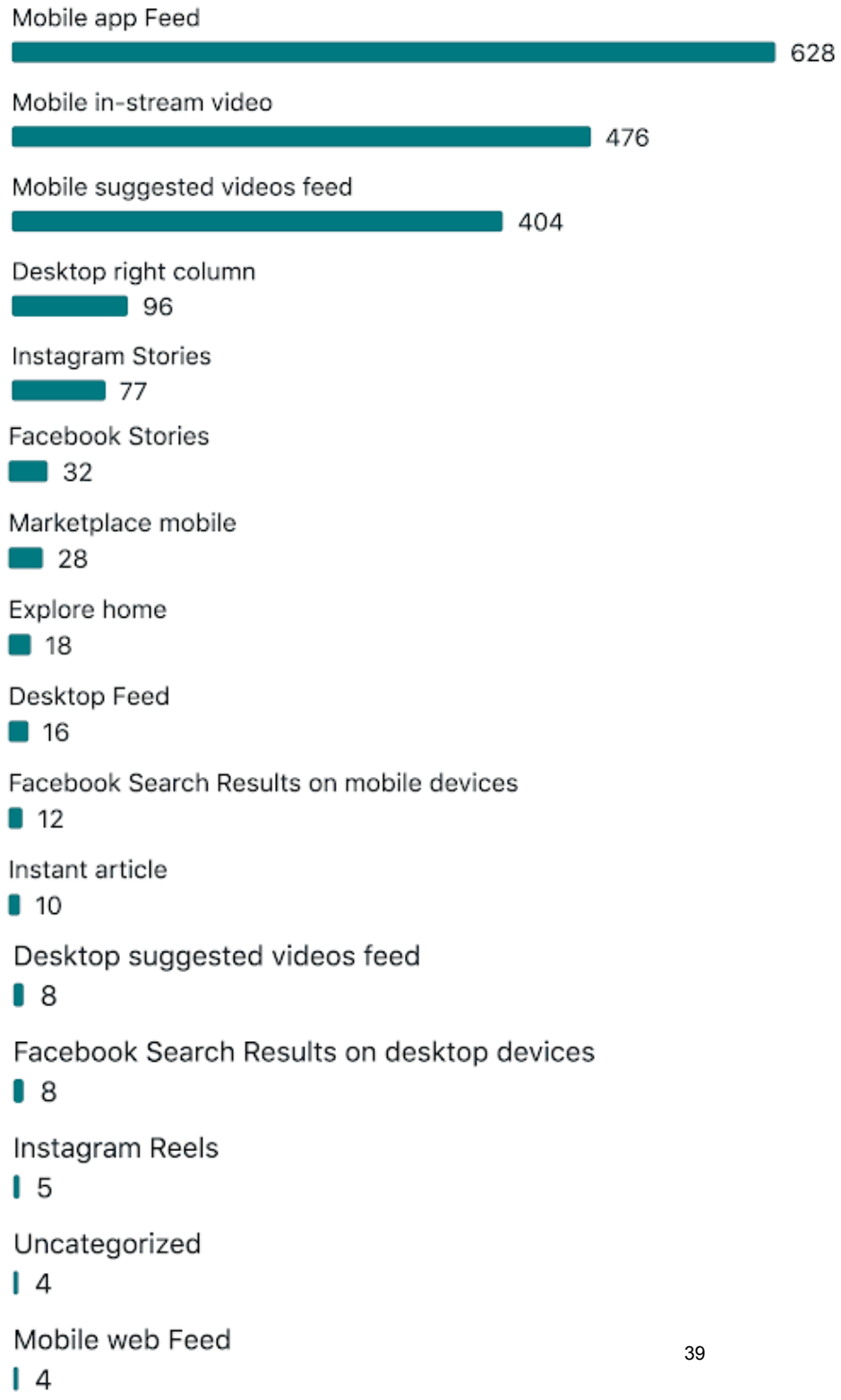
Reactions	949
Comments	161
Shares	170
Photo views	2,396
Link clicks	34

SOCIAL MEDIA AD DEMOGRAPHICS



FACEBOOK & INSTAGRAM AD DEMOGRAPHICS FOR THE LAST 30 DAYS

This ad reached **6,644** people in your audience.



SOCIAL MEDIA AD PERFORMANCE



FACEBOOK & INSTAGRAM AD PERFORMANCE FOR THE LAST 30 DAYS

Reach - 6310

Post Engagement - 32 Views

Link Clicks - 32

GOOGLE AD TARGET DEMOGRAPHICS



Details

Custom audience: Gary

Location - living in: United States: Gary (+25 mi) Indiana

Indiana

6644

Age

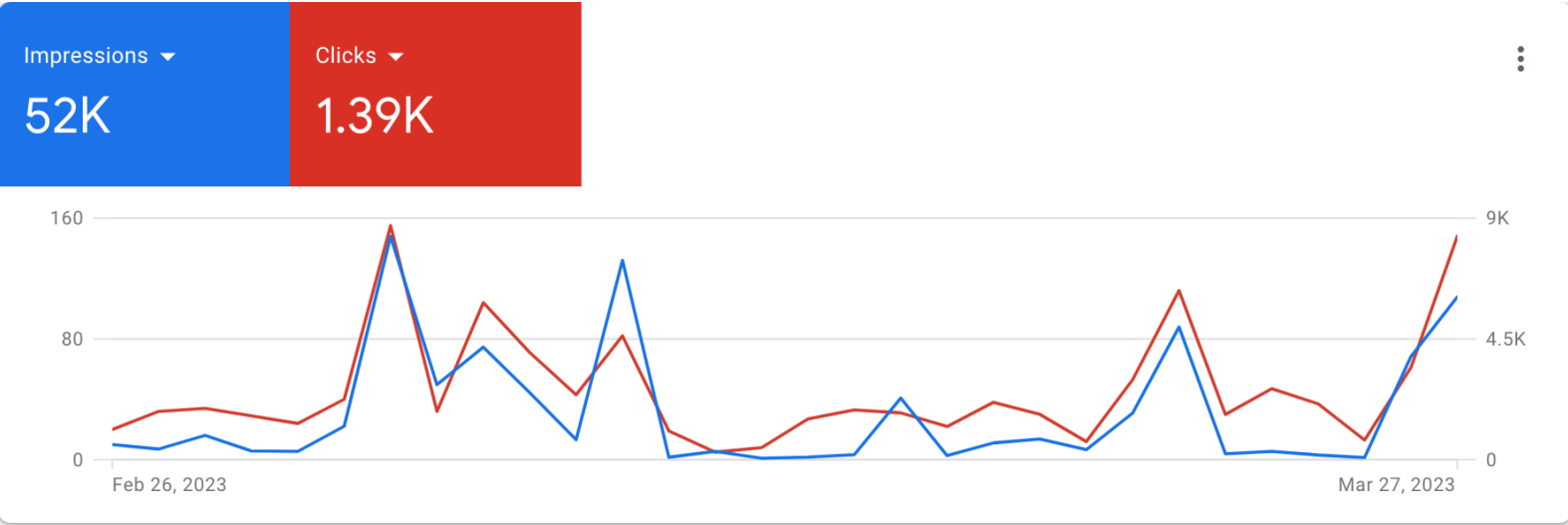
18 - 65+

K-12 Parents, Mothers, Fathers, Pre-School Parents, Parents with kids ages 3-18, All Parents, Interests: Primary Education, Special Education, Early Childhood, Kinder, Parents with Early School Age (6-8 years old)

GOOGLE AD PERFORMANCE



GOOGLE AD PERFORMANCE FOR THE LAST 30 DAYS





Gary Area Career Center

Career and Technical Education Memorandum of Understanding

2023-2024

This contract serves as an agreement on the part of the Gary Community School Corporation and the governing bodies of **Thea Bowman Leadership Academy** to provide Career and Technical Education programs to sending students in Lake County, Gary Area Career Center.

.Students attending Career and Technical Education programs (CTE):

- a. It shall be the responsibility of the sending school corporation to select those students who are to attend GACC CTE programs. Selections should be based on interest, aptitude, and ability to succeed. Additional criteria may be defined by the program to ensure student success.
- a. Each student of a sending corporation attending the GACC CTE Programs shall be considered a full-time student of the sending school corporation for all purposes. These students, however, shall be subject to the rules and regulations of **Gary Area Career Center** while in attendance. A copy of the student handbook will be provided to the sending school.
- b. A student who was enrolled in a CTE program the year prior will not be denied enrollment in the same program for the following year provided the program is continued and the student's performance academically and behaviorally was satisfactory.
- c. A school-year calendar will be provided to the sending school immediately upon adoption of this agreement by the operating governing body. Meeting times of the classes will be forwarded to all sending schools.
- d. Transportation and meals will be the responsibility of the sending student or the sending corporation.
- e. Each sending school will identify one staff member who has the authority to receive communication from the Gary Area Career Center administration. The Gary Area Career Center will identify a point of contact for the sending school for the purposes of communication.
- f. Students attending the GACC **are expected to wear** the industry uniform as outlined in the student handbook. Students must only wear athletic shoes or unless specified by the instructor.
- g. All students must wear the Industry uniform at GACC and wear an ID.

II. Cost of sending school corporations



- a. The cost per enrolled student to a sending school corporation for the 2023-2024 school year shall be **\$800 per credit hour plus a \$500 capital projects fee**. Sending corporations will be billed twice in equal amounts, once in October and once in February. Payments must be made on time for records to be released.
- a. For tuition purposes, **an enrolled CTE student shall be any student who has attended GACC class for one day on or following the official ADA/ADM count day in September**. Students withdrawing during the year shall be considered enrolled for the entire semester and tuition may not be adjusted for that semester. Districts will not be charged the second-semester tuition for students withdrawn at the request of the Gary Area Career Center administration before the first day of the second semester. Students entering mid-year will be calculated as half the enrollment cost.
- b. Senior students who intend to graduate at the end of the first semester will be accepted if the requested CTE program maximum enrollment has not been reached by the end of the 2023 school year. Tuition for a mid-year graduate will be calculated as half enrollment cost, provided that this student declared himself/herself as a mid-year graduate prior to the end of the 2023-2024 school year.
- c. Included in the costs to send schools are materials and supplies standardly required in the course. Consumables such as uniforms, workbooks, Industry Kits, field trip fees and materials that the individual student will own shall be purchased by the individual student. If there are additional costs for material and supplies in a CTE program, Gary Area Career Center will notify the sending school at least ten (10) business days prior to attendance.
- d. If Gary Schools have to utilize collection efforts to recover costs, the Gary Community School Corporation shall be entitled to costs of collection and attorney fees.
- e. Students taking Ivy Tech courses offered at the Gary Area Career Center (Construction Trades, and Diesel Mechanics) do not fall within the scope of this MOU. All communications, program services, dual credit agreements, and related business around these programs and the enrollment therein must be negotiated directly with Ivy Tech.

III. Insurance

Gary Schools shall maintain insurance as outlined herein:

- a. Gary School is currently self-insured in regard to general liability issues.
- a. Gary schools are currently covered by the Indian Tort Claims act which limits liability for political subdivisions. Gary schools shall continue to maintain its self-insurance and process any and all claims regarding general liability as it has done historically through being self-insured.
- b. Worker's compensation insurance to the extent required by law;



Gary Community School Corporation
STRONG ★ RESILIENT ★ BUILT FOR EDUCATION

GARY AREA CAREER CENTER

1800 E. 35th Ave, Gary, IN 46409

(219) 962-7571

Dr. Shelly Martin, Director

smartin@garycsc.k12.in.us

c. Property insurance in an amount no less than the replacement cost value of the building and contents

IV. Both Parties stipulate that this agreement constitutes an arrangement to best serve the student and business interests of both school corporations.

Approved

Gary Community School Corporation

Manager, GCSC

Date

Governing Body of Thea Bowman Leadership Academy

Superintendent,

Date



Midwest Telecom of America, Inc.
1567 E. 93rd Ave
Merrillville, IN 46410
(219) 650-5555
www.pickmta.com

February 28th, 2023

Thea Bowman Leadership Academy
Request for Proposal (RFP)
Technology Services Provider

Dear Haritha,

MTA intends to provide the services outlined in Thea Bowman Leadership Academy Request for Proposal (RFP) Technology Services Provider on February 28th, 2023.

MTA is submitting its proposal in response to the Technology Services Provider RFP. MTA understands the requirements contained in the RFP along with all terms and conditions. However, it should be noted that MTA agrees to comply with all the terms and conditions set forth in the MTA Managed Information Technology Master Services Support Agreement.

Furthermore, MTA certifies it has no business or personal relationships with any other company or person that could be considered a conflict of interest or potential conflict of interest with TBLA, and that there are no principals, officers, agents, employees, or representatives of this company that have any business or personal relations with any other companies or persons that could be considered a conflict of interest or a potential conflict of interest with TBLA, pertaining to any and all work or services to be performed as a result of this RFP and any resulting Contract with TBLA.

Authorized signature:

Cary Smith
President
csmith@pickmta.com
219-750-1803

APPENDIX A02 PRICING PROPOSAL

1. **SERVICES.** Complete and submit pricing for each service proposed. Clearly identify the monthly/annual, not-to-exceed fee, by service, through June 30, 2024 (Year 1). a. Also include the pricing proposed for Year 2 and Year 3 since these are additional years that the school may opt to renew.

Please see MTA's quotation number MTAQ2713 and MTAQ2705 which provides specific recommendations for Thea Bowman's technology service and requested equipment.

2. **SAMPLE EQUIPMENT.** Complete and submit pricing and specifications for the equipment listed in the Sample Technology Equipment list below.

Please see MTA's quotation number MTAQ2713 and MTAQ2705 which provides specific recommendations for Thea Bowman's technology service and requested equipment. Note: TBLA's RFP did not supply specifications for listed equipment in appendix A02 pricing proposal 2. sample equipment section. Additionally, it should be noted MTA is capable of supplying pricing for listed equipment in appendix A02 pricing proposal 2. sample equipment section once it has been supplied the necessary quantities, suggested manufacturers, and other technical specifications.

APPENDIX A03 SERVICE PROPOSAL SPECIFICATIONS RESPONSES

Qualifications and References. Each Bidder must provide the following information:

i. A brief outline of the company and services offered, including number of years in business, number of years the Bidder has provided services to charter schools or similar, number of people currently employed.

As a leader in Internet and telephone services for over 30 years MTA has come full circle with its Proactively Managed IT Services & Network Security offerings which are listed in more detail below. As such, MTA has truly become the best choice for any business looking to outsource its IT support & Network Security. Why? Simple! Unlike most MSPs or MSSPs MTA can leverage its existing 30 years of Internet and telephone service provider experience. It does so by combining these essential services with its Proactively Managed IT Services & Network Security for a truly complete all in one solution.

ii. Provide a narrative demonstrating experience and a track record for providing Technology services to charter schools or otherwise provide evidence demonstrating your ability to provide services to the school. Preference may be given to Bidders who demonstrate a successful operating history, especially a history that includes providing services to charter schools that are current clients.

MTA has an outstanding track record of providing voice, video and data solutions for over 30 years and as such will let its client references in our RFP response along with its overall 5 star Google review ratings speak volumes for its ability to provide professional and reliable managed IT services to the school.

iii. Provide an outline of products offered and/or supported.

- Network and Security Assessment
- Procurement, installation, setup, maintenance, and support of anti-virus/anti-Malware endpoint protection
- Remote maintenance and monitoring for endpoints
- Procurement, installation, setup, maintenance and support of PCs, Laptops, Tablets and Servers
- Real Time (Zero Day) protection for anti-virus/anti-malware definitions
- Procurement, setup, and migration for Microsoft Office 365
- High Speed Internet Service
- Procurement, setup, installation, and training of premise-based business telephone systems
- Procurement, installation, setup, maintenance, and support of security camera systems
- Procurement, installation, setup, maintenance, and support of network security/firewalls
- Procurement, setup, installation, and training of Hosted PBX - Cloud PBX telephone systems
- Automatic Microsoft Windows updates and security patching for endpoints
- Procurement, installation, setup, maintenance, and support of Business Continuity & Data Recovery
- Procurement, installation, setup, maintenance, and support of Enterprise Level Wi-Fi Systems

- Business Continuity and Data Recovery/Storage
- Cloud based email spam and virus/malware filtering
- Remote and onsite technical services
- Managed Detection and Response with SOC 2 Compliancy

iv. Provide information on current clients, including total number of clients and a list of current clients that are charter schools or similar.

MTA has been providing voice, video and data solutions to business and schools in Northwest Indiana for over 30 years and currently provides services to over 630 clients of which, approximately 100 have Managed IT Services. MTA is a privately held company and all existing Customer information is considered proprietary and unavailable for disclosure. However, MTA is providing the following references for consideration. Further comments about MTA's performance can be found by reviewing its 5 star Google reviews.

v. Include a list of references that the school may contact to discuss your past performance and evaluate your ability to perform the required services.

21st Century Charter Schools
1440 E 35th Ave, Gary, IN 46406
IT Director
Rick Elliot
317-713-4218
relliott@geoacademies.org

Steel City Academy
2650 West 35th Ave, Gary, IN 46408
Director of Operations
Duane Krambeck
219-750-1010
Duane.krambeck@steelcityacademy.org

Beemsterboer
3411 Sheffield Ave, Hammond, IN 46327
Chief Financial Officer
Donny Rossetti
773-785-6000
drossetti@beemcompanies.com

vi. Provide information about the qualifications of your personnel. List technical staff that would be assigned to work for the school and include the following:

- Any current licenses or certificates demonstrating their competency to perform the required duties.

MTA's proactive IT Management plans do not necessarily assign specific Technical Staff Members to a specific client other than a specific Project Manager assigned, but only when the client has executed an agreement with MTA. Once MTA has assigned a Project Manager and an IT Engineer it can supply more information regarding each Employee's specific job qualifications, certificates, and years of work experience in the IT industry. Please recognize, not all MTA Employees would be experts or experienced in all aspects of IT Management therefore, MTA would respond by assigning the appropriate employee based upon the Employee's ability and experience related to a specific TSR (Technical Service Request). MTA's proactive Managed IT plans are designed to use MTA's Technical Staff in a proactive fashion thereby minimizing MTA Technical Staff's response and resolution timelines. MTA's proactive Managed IT services put the right automated IT tools and employees in place to proactively mitigate, minimize, and eliminate client generated TSRs thereby allowing TBLA's staff to focus on its day-to-day job functions rather than dealing with IT issues. More time for educating students and less time spent submitting IT TSRs.

- Abilities and aptitudes to troubleshoot the network, computer, telecommunications, software, and hardware systems as needed, and to provide school personnel with appropriate counsel as often as required.

MTA's assigned technical staff members are well versed in their ability to troubleshoot network, computer, telecommunications, software, and hardware systems as needed and will provide school personnel with appropriate technical information as often as required.

b. Scope of Work, Specifications, and Requirements

i. Please describe your expertise, ability, and proposed plan to work with the school to develop a comprehensive technology plan that efficiently implements available technology to meet the school's needs in a cost-effective manner. In addition, please provide a specific response to the following:

MTA is not presently in a position to provide the information requested because much of the information requested is considered work of art and therefore proprietary in nature after being created for existing contracted clients. This kind of work has been performed hundreds of times by MTA Technicians and is part of the network discovery and assessment which would be necessary to ultimately create legitimate responses to the information requested. Much of this information is obtained post contract and subsequently during the onsite network and security assessment, network scans, pre-onboarding meeting with client and onboarding of existing client end points.

- Provide any specific recommendations you have regarding the school's technology services, including a rationale as to how those recommendations would improve the school's technology services and benefit the school and its students.

Please see MTA's quotation number MTAQ2713 and MTAQ2705 which provides specific recommendations for Thea Bowman Leadership Academy's technology service and requested equipment.

- Explain how you would properly implement the school's technology services and provide associated maintenance and support. Please include how you would advise and assist the school in ensuring adequate connectivity to satisfy demands of the technology plan and otherwise meet the school's needs.

At this time MTA has not conducted the required network, security, and risk assessments as well as a physical onsite survey to develop MTA's recommended managed IT services plan. However, based upon the information MTA has obtained thus far please refer to MTA quotation number MTAQ2713 and MTAQ2705 which provides Thea Bowman with specific recommendations regarding equipment and managed IT services supporting Thea Bowman's Technology plan.

- Describe your experience with configuring a core network capable of satisfying the demands of the school. Describe the proper industry standards that apply to said configuration, including: physical and virtual configurations, industry standard backup systems, ongoing management and support of network resources, and industry standard seamless wireless connection throughout building. Please provide your definition of "proper industry standards" for this application in sufficient detail to allow comparison with the approach of other Bidders.

As an example MTA has designed and constructed its own Network Operations Center and enterprise network which provides facility based telephone and internet services across two counties. This network operations center and the enterprise network that serves MTA's customers involved either constructing, installing, or configuring the following items: fully managed layer 2/3 Ethernet switching, fiber optic cabling, core routers, cable management systems, data racks, UPS systems, power distribution systems, redundant power systems, natural gas generators, HVAC systems, communication tower construction, enterprise level fixed wireless networking across two counties with ninety access point radio systems, GPS clocking systems, IP based telephone systems, IP based security camera systems, firewall, Business Continuity and Data Recovery system, enterprise level Wi-Fi systems, multiple servers, workstations, laptops.

- Email System. Describe how you would support the school as necessary to update, and maintain an email system that is scalable, secure, auditable, and possesses necessary retention capabilities.

MTA is a Microsoft partner and as such promotes Microsoft 365. Additionally, MTA offers its customers its own spam filtering and antivirus systems in the cloud for all email activity. The Microsoft 365 portfolio is scalable, secure, auditable, and possess the necessary retention required by the school. However, MTA can and will support any existing Google Workspace accounts.

- Internet Filtering. Please explain your understanding of the school's legal and ethical obligations to filter content pursuant to applicable laws including CIPA. Please describe your ability to audit, report, and identify an individual device and its user. In your response, please include: a. Whether, and to what extent, these capabilities extend to school devices both within and outside the school facility; and b. Whether or not you recommend the use of multiple filtering techniques and identify said technique(s).

MTA understands CIPA requirements for the school under federal law HR4577 as all schools and libraries subject to CIPA HR4577 are required to adopt a policy that addresses:

- (a) access by minors to inappropriate matter on the Internet,
- (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications,
- (c) unauthorized access, including so-called “hacking” and other unlawful activities by minors online,
- (d) unauthorized disclosure, use, and dissemination of personal information regarding minors, and
- (e) restricting minors’ access to materials harmful to them. Security measures must be able to block or filter pictures that are obscene or contain child pornography for both minors and adults.

It is MTA’s current understanding that the school has existing Fortinet Fortigate 200F Unified Threat Management devices already present at the edge of its network. These devices are providing with function of FortiGuard Services provide regular updates to Web Filtering and Antivirus protections, blocking student access to undesirable Web sites and removing the latest threats before they can infect endpoints. Additionally, MTA would recommend the school consider implementation of the Fortinet FortiAnalyzer and Fortimanager appliances enable single pane-of- glass management with extensive logging and archiving capabilities to enhance oversight and simplify auditing centrally with distributed FortiGates.

Schools and libraries subject to CIPA are required to adopt and implement an Internet safety policy addressing:

- Access by minors to inappropriate matter on the Internet;
- The safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications;
- Unauthorized access, including so-called “hacking,” and other unlawful activities by minors online;
- Unauthorized disclosure, use, and dissemination of personal information regarding minors; and
- Measures restricting minors’ access to materials harmful to them.

● **Phone Service.** Describe your experience and ability to assist in defining specifications for phone services and to interface with telecommunications providers as required to implement the system.

Please note: MTA is a facility base telephone service provider and MTA has sold, installed, and supports hundreds of existing IP PBX telephone systems for various schools and businesses throughout Lake and Porter Counties.

● **End User Equipment Services.**

a. Describe your expertise and proposed approach to deploy, inventory, and maintain all user hardware in a timely and cost-effective manner.

MTA uses industry standards to deploy, inventory and maintain user hardware in various environments including but not limited to labeling and keeping track of customer inventory using its professional services application software system integrated with its remote maintenance and monitoring software.

b. Give an example of a standardized configuration to accommodate all computer platforms, user settings and controls. Provide details/methods for future customized imaging and software deployment.

Unified Endpoint Management. The UEM provides patching, software deployment and OS imaging on an integrated process basis.

c. Explain your experience with the implementation of appropriate settings and controls of devices depending on their use (i.e., student vs teachers vs staff).

All MTA's staff is fully capable of implementing all the appropriate settings and controls of devices using Google workspace for students, teachers, and Microsoft Active Directory for staff.

d. Indicate whether, and to what extent, you provide real-time monitoring of student computers while in use.

There is no monitoring of student computers. However, the firewall will monitor and filter student access to the Internet and when necessary, block student Internet access to certain content and domains as specified by TBLA.

- Interactive Classroom Technology. Describe your experience and proposed approach related to advising and defining specifications for classroom technology, including configuration, deployment, and implementation of said technology.

As a 30+ year old Technology company MTA has the technical experience required to properly, and professionally define specifications for classroom technology including advising, configuration, development, and implementation of said Classroom Technology. However, post initial onboarding of a new Customer, MTA believes each new Customer will require an in-depth network and technology assessment. MTA is currently in no position to make any professional recommendations or suggested improvements regarding classroom technology or implement such Technology recommendations until such time MTA produces post network and technology assessment reports and thoroughly discusses the reports with TBLA.

- Standardized Testing. Describe your understanding of the technical and logistical needs and requirements associated with standardized testing in charter schools. In addition, identify potential technical problems/issues associated with administering these tests, and indicate what, if any, support you provide to ensure smooth testing experience and compliance with applicable requirements.

Make sure all Student devices are functioning properly, and are capable of communicating with the testing environment in the cloud across the LAN and Internet connections prior to the test date and time.

Prior to date and time of testing - Check historical amount of bandwidth required to make sure there is adequate bandwidth available for all student devices prior to the date and time of testing.

Prior to the date and time of testing - Test the quality of the Internet connection. Check for high ping times, check a trace route to actual testing site in the cloud, check for packet loss, check for high jitter.

Test internal Wi-Fi systems and RF quality in the testing environment or area of testing if not hard wired.

Ensure security on the connection between the student devices and the testing site.

Check all managed ethernet switching to ensure normal functionality before test date.

- Training and Professional Development. Identify all staff training you will provide as part of your proposal regarding the use of network resources you will provide, end-user hardware, and interactive classroom technology. In addition, describe your proposed approach to accommodating specific requests for staff training on routine work to reduce the cost of services.

MTA quotation for proactive managed IT services is designed to focus on limiting the involvement of School Staff in IT related issues thereby freeing up School Staff to focus the more important aspects of Teaching Students and delivering a quality education for all students. MTA will provide limited initial training to all staff members on how to submit a Technical Service Request to MTA via telephone or via e-mail submission using a desktop application for submitting technical service request to MTA's helpdesk. In other words, let MTA handle the IT needs of the school and allow School Staff to focus on what they do best, educate students, not waste time handling IT issues for themselves or students.

- Comprehensive Equipment Procurement. Please indicate whether you have access to, and the ability to purchase from, a variety of equipment vendors and whether, and to what extent, you pass on the direct cost of the equipment to the school or markup the price of the equipment purchased through these vendors. Indicate whether you offer participation in a volume-buying program to reduce costs for the school and whether, and to what extent, you pass on the direct cost of the equipment to the school or markup the cost equipment purchased through this program.

MTA has access to wholesale costs for all types of IT equipment and its markups are extremely minimal. However, there are specialized vendors/distributors which allow schools to directly purchase their own staff and student end point IT devices at substantial educational discounts through Government subsidized programs. Certainly, MTA has no problems supplying its Customers with Technical specifications on any Desktop Computers, Laptop Computers, and other IT end point equipment.

- Describe your experience and ability to assist and advise the school in defining equipment specifications and analyzing technical requirements.

MTA has 30 + years of creating IT equipment specifications, analyzing IT equipment's required technical specifications as well as purchasing, configuring, and installing said IT equipment.

- Indicate whether you support the school's position that warranty rights associated with all purchased/leased equipment should reside with the school.

Any IT equipment purchased by the School from MTA will clearly show, on the purchase documents, the warranties were bought and paid for by the school and not MTA. However, that is not always the case with certain third-party leasing companies used by MTA. It will also

depend on if the leased equipment is using a Capital lease or Fair Market Value Lease. Furthermore, if the school is listed on any warranties or licenses associated with any IT equipment purchased from MTA, then MTA cannot properly and professionally track warranty end dates, warranty renewals, Licenses and License renewals with the Manufacturer in question. Doing so will also hamper MTA's efforts to communicate with manufacturer's Technical Support when needed. Rest assured, if for whatever reason MTA is no longer required to support any IT Equipment Purchased by the School or MTA no longer provides Managed IT Services to the School, then MTA will gladly help facilitate the transfer of existing warranties and licenses to the school as ownership of such warranties and licenses clearly belong to the school as indicated in the MTA Commercial Purchase Agreements executed by both parties.

- When engaged in planning and decision making with the administration and/or Board of Directors, describe your proposed approach to providing a range of alternatives, including analysis of relative costs and benefits of each alternative.

MTA's involvement in such cases would be more on a Technical and benefit advisory basis, but much of MTA's involvement will depend on the type of IT project being looked at and the available funds to carry-out the project vs the benefits of the project in question. MTA sees this type of interaction as a one-time Technical advisory project and not a project inclusive of its current response to this RFP. However, MTA certainly has the technical capability of conducting the necessary research regarding the development of specific technical requirements of the proposed IT project, its perceived value/benefits to the school and developing projected cost for the Administration and School Board to consider. MTA would also have the technical knowledge to collect several actual bids from various sources, including any cost from MTA, and present those cost structures to the Administration and Board Members with recommendations if requested. Depending on the scope of the IT project in question, MTA may wish to form an IT Project advisory committee made up of MTA Technical Staff, School Administrative Staff, Teachers and Board Members to help facilitate a thorough non-bias Technical, Financial and Educational analysis of any proposed IT Projects.

- Describe your proposed approach to address the management and inventory of all school technology equipment and licenses.

MTA uses industry standards to deploy, inventory and maintain user hardware in various environments including but not limited to labeling and keeping track of customer inventory using its professional services application software system integrated with its remote maintenance and monitoring software.

- Describe your proposed approach to providing management and administration of data and records, including your ability to assist the school in protecting confidential data stored on the school's network and devices and addressing all applicable student data privacy and security requirements under which the school must operate.

MTA will need more information because the information requested is considered work of art and therefore proprietary in nature after being created for existing contracted clients. This kind of work has been performed hundreds of times by MTA Technicians and is part of the network discovery and assessment which would be necessary to ultimately create legitimate responses to the information requested. Much of this information is obtained post contract and subsequently during the onsite network and security assessment, network scans, pre-onboarding meeting with client and onboarding of existing client end points. With the above

being stated MTA is proposing an enterprise level business continuity and disaster recovery solution from Datto.

Additionally, MTA will work with the school and third party companies like Educational Framework <https://educationframework.com/resources/student-privacy-laws/federal-laws> who specialize in making sure Educational institutions are in compliance with FERPA, COPPA and PPRa and HB 1003, which are Federal and State laws protecting the privacy of student education records, to establish a security policy for the School by conducting a thorough risk assessment. A risk assessment is the process of identifying: (1) all assets an organization possesses, (2) all potential threats to those assets, (3) all points of vulnerability to those threats, (4) the probability of potential threats being realized, and (5) the cost estimates of potential losses. This risk assessment enables an organization to consider the range of potential threats and vulnerabilities it faces and is the first step in effectively securing an information and technology system. After the risk assessment has been established MTA would be responsible for making sure that all of the systems it sells, installs and maintains meet the requirements of FERPA, PPRa, COPPA and HB 1003 , and the compliancy specialist will focus on all areas of meeting compliancy FERPA, PPRa, COPPA and HB 1003. Please note: MTA does not manage FERPA, CPPA, PPRa and HB 1003 compliancy. That responsibility falls on the school and the company which specializes in FERPA, COPPA, PPRa and HB 1003 compliancy.

MTA would also suggest Government training Modules like this <https://studentprivacy.ed.gov/content/online-training-modules> are shown to all staff and Teachers.

MTA would also follow the suggested guidelines from the Federal Government regarding:

1. Best practices for data security - <https://studentprivacy.ed.gov/resources/data-security-and-management-training-best-practice-considerations>
2. Best practices for identity authentication - https://studentprivacy.ed.gov/sites/default/files/resource_document/file/Identity_Authentication_Best_Practices_0.pdf
3. Best practices for data and document destruction
4. Follow the Federal Government's recommended data security check list https://studentprivacy.ed.gov/sites/default/files/resource_document/file/Data%20Security%20Checklist_0.pdf
5. Understand the Federal Governments most recent identified areas of data security threats to educational systems. https://studentprivacy.ed.gov/sites/default/files/resource_document/file/Data_Security_Threats.pdf

6. Best practices to detect, mitigate, isolate and eliminate Ransomware as well as recover data post ransomware infection.

https://fsapartners.ed.gov/sites/default/files/2022-06/H-052_Ransomware_Targeting_Educational_Institutions_AB_061622_FINAL.pdf

7. Best practices for protecting Student Privacy while using Online Educational Services.

https://studentprivacy.ed.gov/sites/default/files/resource_document/file/Student%20Privacy%20and%20Online%20Educational%20Services%20%28February%202014%29_0.pdf

8. Making sure all IT equipment is protecting student privacy while using online educational services by using the Federal Governments Privacy Technical Assistance Center to ensure all layers of MTA security help the School achieve FERPA, COPPA, PPRA and HB 1003 compliancy. MTA also suggest the School occasionally use the U.S. Department of Education's Privacy Technical Assistance Center (PTAC) as a "one-stop" resource for education stakeholders to learn about data privacy, confidentiality, and security practices related to student-level longitudinal data systems and other uses of student data. PTAC provides timely information and updated guidance through a variety of resources, including training materials and opportunities to receive direct assistance with privacy, security, and confidentiality of student data systems. More PTAC information is available at <https://studentprivacy.ed.gov>.

9. MTA would also recommend using some sort of redaction software on all Student and confidential data in its systems.

- Describe your proposed approach to protecting against security breaches of the school's network, including your proposed approach for who would be responsible in the event of a security breach.

MTA's approach to preventing a data breach would start with a thorough Network Assessment followed by a thorough Data and Network Risk Assessment. Once these steps were completed MTA would address each risk and develop a security stack or internal policy that would proactively address all possible Data and Network risks and liabilities to the school. As a starting point MTA would implement a best practice security stack as follows:

- Install a Next Generation Firewall device on the edge of the Schools Local Area Network
- Install a Remote Maintenance and Monitoring software client on each Local Area Network desktop computer, laptop computer, server and Macbook or other applicable LAN endpoints.
- Install anti-virus/EDR (Electronic Detection and Response) agent on each laptop computer, desktop computer, server and Macbook or other applicable LAN Endpoints.
- Install MDR (Manage Detection and Response) agent on each laptop computer, desktop computer, server and Macbook or other applicable LAN endpoints.
- Install a Datto BCDR (Business Continuity and Data Recovery) solution.

- Provide Technical advice to School Administration on the development of an internal staff and student IT Acceptable Use and IT Best Practices Policy which would be signed off on by each individual using School owned LAN devices, School owned LAN and School supplied Internet access.
- Additional cost - Provide Technical advice and training on basic IT Security policy to students and staff.
- Additional cost. Install and Manage phishing awareness test to combat phishing attempts to staff and students. Provide testing to individuals who fail any awareness phishing or e-mail awareness testing.
- Encrypt files being stored on local servers and PCs.
- Recommend school purchase Cyber Insurance.
- Properly manage and secure Google Workspace used by students and staff.

Regarding the topic of which party would be responsible for any security breach to the school's network or data files. First and foremost, all parties must understand it is impossible to prevent security breaches of the School's network and data files 100% of the time. There are too many factors outside of MTA's control that would allow MTA or any IT vendor to take full financial accountability for any Security Breaches. Why? Simple, zero-day malware and ransomware infections, lack of direct control of individuals that directly and legitimately have access to and use the school network and computer devices on a daily basis, individuals that have direct and legitimate access to and use school data files. Not to mention the additional monthly cost to the School would be absolutely cost prohibitive if the Managed IT Service Provider had to be financially accountable for any security breaches of the School's network or data files. These are just a few main reasons why MTA, or any other IT vendor, would not accept responsibility for a security breach of a school's network or data files. Additionally, please understand most security breaches are caused by negligent actions associated with individuals (Staff and Students) who have legitimate access to and use the Schools network and data files on a daily basis. The list of reasons why a potential security breach or malware infection to the school's network and data files is vast.

Therefore, ultimately, the School is responsible for its own network and data file security. The school can and should implement all existing and future Technologies that will protect the integrity of its network and data files.

The most important thing for the School to recognize when it comes to network and data file security breaches is that it may happen at some point in time. The School should implement an up to date proactive security stack and when proactive measures fail have a great business continuity and data recovery solution in place.

Lastly, purchase a very good cyber insurance policy spelling out in detail what minimum security measures the school should have in place so in the event a security breach happens the school has a better chance of collecting on an insurance claim.

- Describe your proposed procedures for responding to support requests from administration and staff, including any help desk system that you have in place for submission of service requests. If multiple steps are involved, please indicate who is responsible at each step and applicable timelines for responses, actions, and identify established follow up procedures if any.

Support requests can be submitted via the agent on the supported device, email, or by calling the helpdesk.

- Please identify any additional value-added services your company provides that would reduce expenses that the school would otherwise incur.

MTA offers additional services such as internet, telephone, and security camera systems that can reduce the expenses for the school.

- Indicate your hours of operation. Note: due to the nature of the services contemplated within this RFP, the school expects the successful Bidder to provide service and support in a timely manner, both during regular business hours of approximately 7:30 am to 4 pm, Monday through Friday, as well as other times to address emergencies and other unforeseen problems that the school might encounter.

MTA's hours of operation are 7:00 am – 5:00 pm Monday through Friday, excluding public holidays.

- Indicate your willingness to enter into a service agreement using the form attached to this RFP as Schedule 1. Specify any provisions that you would not be willing to enter into as well as any proposed additional or alternative contractual provisions.

Midwest Telecom of America, Inc. will only enter into an agreement with a Managed IT Services Customer using its own Managed Information Technology Services Agreement. However, Midwest Telecom of America, Inc. will gladly address any concerns the School Administration or Board have concerning the legal language associated with MTA's Managed Information Technology Services Agreement.

c. Budget and Estimated Pricing.

i. **Equipment.** To provide a uniform basis on which the school may evaluate the cost of each proposal, evaluation of the equipment cost element will be based on the Sample Technology Equipment list in Appendix A2. The list provided is merely a sample intended to allow the school to compare pricing on selected pieces of equipment. By providing this list, the school does not represent that it will actually implement all or any of the elements contained therein and does not bind itself to any aspect of the equipment list with respect to a Bidder selected to provide Technology services.

All Bidders must complete the cost breakdown table in the Sample Technology Equipment. Please provide specifications for the equipment listed based on your recommendation.

ii. **Services.** All Bidders must also provide a cost breakdown for providing the school with all necessary ongoing support and maintenance services through June 30, 2024, and renewable at the end of each year for up to three years. Bidders should specify what services are included in ongoing maintenance and support. Bidders are invited to provide both an hourly fee cost proposal and/or a fixed fee cost proposal for ongoing maintenance and support services. While remote support is expected, Bidders should provide the cost for onsite support every week. ● Bidders may submit a proposal for any or all of the services listed in Section 04 and Exhibit A. In addition, Bidders may submit proposals for additional services. The school does not represent that it will actually implement all or any of the elements contained therein and does not bind

itself to any aspect of the services list with respect to a Bidder selected to provide Technology services.

- **Onsite Support:** Proposals should include the cost for remote support and onsite support. A minimum of 4 hours per week of onsite support will be required, proposals should include the cost associated with various options of onsite support ranging from the minimum of 4 hours to 40 hours a week.

- **Response Times.** Proposals should include the response times for the levels of severity in the chart below.

Severity	Response Time	Resolution Time	Definition	Examples
Emergency Response	Within 1 Hour	Depends on the issue being reported or discovered proactively.	Service not available (all users and functions unavailable). Organization or Campus wide outage or major service degradation	Time critical work is impacted; Internet Down at a campus; Wireless Down
Quick Response	Within 1 Hour	Depends on the issue being reported or discovered proactively.	Significant degradation of service (large number of users or school critical functions affected)	Internet/wireless problems effecting multiple users; Non-critical server or application issue
Normal Response	Within 1 Hour	Depends on the issue being reported or discovered proactively.	Limited degradation of service (limited number of users or functions affected, school process can continue).	System adversely impacted; Some important features which are critical are affected; Unable to access shared drive/printer
Project/Non-SLA	N/A	N/A	Requested/Scheduled Maintenance : Minimal user impact; includes feature requests and other non-critical questions or projects.	A request for information; Documentation clarification; No immediate impact on user functionality; Suggestions/requests for new product features and enhancements.

iii. Selection of the Technology Service Provider will be based on the responses to the above-listed components in relation to the Evaluation Criteria set forth in the following section.



MTA Managed Information Technologies Services Solution

Prepared for:

**Haritha Dasari
Thea Bowman Leadership
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3401 W 5th Ave
Gary, IN 46406
United States**

Prepared by:

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1567 East 93rd Avenue,
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Date Prepared:

3/23/2023



Quote # MTAQ2759

Corporate Headquarters
1567 East 93rd Avenue, Merrillville, IN 46410
1-877-742-5682 P
www.pickmta.com

MTA Managed Information Technology Services Solution

Solution Summary

QUOTE #	DATE	QUOTE EXPIRATION DATE
MTAQ2759	3/23/2023	4/22/2023 3:27 PM

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	Server Monitoring & Software Patching Software as a Service 3 Year Agreement Pricing	\$8.00	\$16.00
2	Server Unlimited Remote/Onsite Technical Support 3 Year Agreement Pricing	\$250.00	\$500.00
398	Desktop Monitoring & Software Patching Software as a Service 3 Year Agreement Pricing	\$4.00	\$1,592.00
398	Desktop Unlimited Remote/Onsite Technical Support 3 Year Agreement Pricing	\$33.00	\$13,134.00
400	Endpoint Protection Software as a Service 3 Year Agreement Pricing	\$4.00	\$1,600.00
400	Managed Detection and Response Software as a Service 3 Year Agreement Pricing	\$13.00	\$5,200.00
1	Siris 5 2TB Infinite Cloud Software as a Service 3 Year Agreement Pricing	\$525.15	\$525.15
1	Remote/Onsite management and technical support of IT equipment, excluding IT equipment already covered under unlimited remote/onsite technical support, not to exceed 40 hours per tech per month block time and any excess time not utilized in block is lost. 3 Year Agreement Pricing See (##) Below	\$4,401.00	\$4,401.00
## Management and technical support beyond the 40 hours per tech per month block time will be billed at a rate of \$110 per hour per technician.			
SUBTOTAL			\$26,968.15
TOTAL			\$26,968.15

MONTHLY COMMITMENT	\$26,968.15
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* Pricing is only valid for 30 days after the quote creation date. Quote #MTAQ2759 does not include any taxes or fees, client will be responsible for paying any applicable government taxes or fees.

Specifically excluded from this subscription unless otherwise provided as part of the agreement:

- Additional project work of any kind (initial project deployment is quoted herein).
- The cost of any parts, equipment, or shipping charges of any kind
- The cost of any renewal/upgrade licensing fees for any software or hardware from the hardware manufacturer
- The cost of any 3rd party vendor/manufacturer support or incident fees of any kind
- Failure due to acts of God, building modifications, accidents, fire, power failures, Client misuse or other adverse

environmental conditions or factors

- Local workstation support unless chosen as an option within the agreement
- Backup of local client data outside of what is stored or provided by the MSP cloud services
- Network cable installation and testing of network cables
- Any pre-existing condition, as may be noted by MSP or the Client
- Any 3rd party vendor rate increase, whereby MTA's rate for 3rd party vendor services are increased and must be passed to client. In such cases, MTA reserves the right to pass along its increased cost to the client.

Managed Information Technology Master Services Support Agreement

This Managed Information Technology Master Services Support Agreement (hereinafter "Agreement") is made by and between Midwest Telecom of America, Inc., (hereinafter "MTA" or "Service Provider") an Indiana Corporation, and Thea Bowman Leadership Academy (hereinafter "Client"). MTA and Client may be individually referenced in this Agreement as a "party", and collectively MTA and Client may be referred to as the "parties".

Client is a _____ (Corporation, LLC, Sole Proprietor) whose EIN is _____.

Client's principal address is
3401 W 5th Ave
Gary, IN 46406
United States.

1. Term of Agreement

The Agreement has an initial term of three (3) years and zero (0) months. The term commences on the date of MTA's signature on this Agreement. The Agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the initial term. Client may terminate Agreement at the end of the applicable term by providing written notice of non-renewal to MTA at least 90 days prior to the end of the applicable term. If Client provides notice of non-renewal of this Agreement while continuing to utilize MTA services beyond the applicable term of Agreement, then MTA's prevailing month to month rates will apply. Notice shall be provided in accordance with section 17 (Notices) of this Agreement.

When client is ready to discontinue services with MTA client agrees to provide a written 30 day notification in advance of a specific date of cancellation and proper offboarding. Notice shall be provided in accordance with section 17 (Notices) of this Agreement.

This Agreement may be terminated by the Service Provider upon fourteen (14) days written notice in the event of a bankruptcy filing by Client, or in the event of a breach of Agreement by Client's nonpayment for services. In the event of Client's nonpayment for services, MTA's remedies are described in sections 14 (Early Termination) and 15 (Dispute Resolution) of this Agreement.

If either party terminates this Agreement, MTA will 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 costs of rendering such assistance, including any applicable labor hourly rates.

2. Services

MTA provides management and monitoring of Information Technology (IT) hardware and software for business and government clients. Client agrees to procure, and MTA agrees to provide, Managed Information Technology Services (hereinafter "Service" or "Services"). Services pursuant to this agreement are described on MTA quote # MTAQ2759 (Hereinafter "Quotation"). If Client requests additional future MTA services not listed in Quotation, then, MTA will generate a separate quote which may require an additional successor Agreement.

If Client requests one time projects or selects services which fall outside of this agreement, these one-time projects or services will be billed on a time and materials basis and Client agrees to remit payment within ten (10) days of receipt of MTA's invoice. Furthermore, if Client elects not to use any of MTA's unlimited technical support options, then Client agrees to remit payment for any trouble ticket(s) automatically or manually generated by MTA's systems or employees, whether such trouble ticket(s) are/were approved or not approved by client. Such trouble ticket(s) automatically or manually generated shall be subject to the prevailing normal hourly rates/technician as described on MTA quote # MTAQ2759, unless service is outside normal working hours in which the prevailing normal hourly rates/technician times 1.5 plus any material and 2.0 times normal hourly rates/technician plus any material during public holidays.

MTA's best practice response time is 1 hour to any reported issue or support request during normal business hours 7:00 am – 5:00 pm CST Monday through Friday. Response time is defined as the measured time it takes from a technician to respond to a support request. Resolution time is the amount of time it takes MTA technician to resolve a reported issue or support request, measured from the time that the MTA technician starts working the issue or support request to the time the issue or support request is respectively resolved or completed. Please note MTA makes no warranty or guarantee on resolution timelines.

3. Fees and Payment Schedule

Fees will be invoiced to Client on a Monthly basis and will become due and payable on the first day of each month via electronic funds transfer, or other method by agreement of the parties. If services are unpaid 10 days past the due date, MTA reserves the right to suspend services until invoice payment is completed. If services are unpaid 30 days past the due date, MTA may terminate this Agreement and Client will incur early termination charges as described section 14 (Early Termination) of this Agreement. If Client subscribes to other MTA services including MTA voice or data services which fall outside of this Agreement, the other services may be invoiced separately from the services in this Agreement and would be subject to a separate payment and separate due date. Any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

In cases whereby MTA's 3rd party vendors of Managed Information Technology Services have rate increases during the term of this agreement MTA reserves the right to pass along such rate increases to the client for applicable Managed Information Technology Services.

4. Coverage

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 7:00 am – 5:00 pm CST Monday through Friday, excluding public holidays. If remote support and diagnostics are unable to resolve reported local area network issues or issues of supported devices in MTA quote # MTAQ2759 then onsite support will be dispatched per MTA's discretion. Network Monitoring Services will be provided 24/7/365. Vendor Management means the Client assigns and MTA accepts responsibility for any and all communication and coordination with any vendor of Data, Cloud, IP, or IT related services, software or equipment.

Managed Information Technology Master Services Support Agreement [Continued]

Support and Escalation

Service Provider will respond to Client's Trouble Tickets with best effort after hours or on holidays. Trouble Tickets must be opened by Client's designated I.T. Contact Person, via email to Service Provider's Help Desk or by phone if email is unavailable. Each call will be assigned a Trouble Ticket number for tracking.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 7:00 am – 5:00 pm CST Monday through Friday, excluding public holidays, shall be subject to the prevailing normal hourly rates/technician times 1.5 plus any material and 2.0 times normal hourly rates/technician plus any material during public holidays

Onsite Service Calls

If Client requests onsite service due to a reported malfunction or service-related issue or outage that is outside the scope of work for onsite related service(s) contained in Quotation, then Client shall be billed at the current applicable tech hourly rates plus any material.

5. Maintenance Service

Hardware/System Support

Service Provider shall provide support of all hardware and systems specified in Quotation, provided that all hardware is covered under a currently active vendor support contract; or replaceable parts be readily available, and all software be licensed, and vendor/manufacturer supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd party vendor/manufacturer support charges be required to resolve any issues, these charges will be passed on to the Client after first receiving the Client's authorization to incur them.

Endpoint Licensed Antivirus protected systems

Business continuity and data recovery due to damages caused by virus infections not detected and quarantined by the latest Antivirus/Antimalware definitions are covered only when Client selects the Service Provider's Endpoint Protection Service, Firewall Equipment installation and automatic anti-virus and anti-intrusion software updates service as well as BCDR (Business Continuity and Data Recovery) service, Multi Factor Authentication (MFA) protection, Managed Detection and Response (MDR) protection, and such services are made part of the Quotation.

Monitoring Services

Service Provider will provide ongoing monitoring of all PCs, servers and other devices as indicated in Quotation.

6. Suitability of Existing Environment

Client understands and agrees it requires a suitable IT Environment to successfully and securely conduct its business. Client agrees to procure the services of Service

Provider to implement a suitable IT environment and thereafter to maintain a suitable IT Environment. For the avoidance of doubt, a suitable IT Environment includes, but is not limited to, all the following.

- All Servers with Microsoft Windows Operating Systems must be running a fully supported Microsoft Windows Server Operating system.
- All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running a fully supported Microsoft Windows Professional Operating System with the latest Microsoft Service Packs and Critical Updates installed.
- All endpoint hardware devices including but not limited to PCs, mobile devices and servers must have MTA's up to date endpoint anti-virus/anti-malware client software protection installed and running 24 hours per day, 7 days per week.
- All end point hardware devices including but not limited to PCs, servers and printers must be networked together in a common domain and directory.
- All Ethernet switches must be fully managed layer 2/3 switches, with 1.0 Gigabit ports that are PoE (Power over Ethernet) capable and have two (2) 10 Gigabit fiber uplink ports.
- All 3rd party Server and Desktop Software must be licensed, and vendor/manufacturer supported.
- The IT Environment must have an up to date, MTA licensed and supported BCDR (Business Continuity and Disaster Recovery) solution capable of continuous monitoring and automatic notifications.
- The IT Environment must have an up-to-date licensed MTA provided Firewall, or an existing Client Firewall which can be supported by MTA, located between the Client's internal local area network and the Client's public Internet connection.
- All Wireless data traffic in the IT environment must be set up with SSIDs, MAC address authentication and hard password login, and all data transferred over the Client's wireless network must be encrypted according to one of the following encryption standards: WPA3, AES128 bit, or AES 256 bit.
- There must be an outside static IP address assigned to a network device, allowing RDP or VPN access.
- Multi Factor Authentication (MFA) protection
- Managed Detection and Response (MDR) protection

7. Excluded Services

Services provided and invoiced monthly to the Client under this Agreement do not include any of the following:

- Hardware costs of any kind, unless specified in Quotation.
- Parts, equipment, or software not covered by vendor/manufacturer warranty or support.
- The cost of any parts, equipment, or shipping charges, unless specified in Quotation.
- The cost of any software, licensing, or software renewal or upgrade fees, unless included in Quotation.
- The cost of any 3rd Party vendor or manufacturer support or incident fees of any kind.
- The initial hardware, software or installation costs to bring Client's IT environment up to suitable standards as described in Section 6 (Suitability of Existing Environment) of this Agreement.
- The ongoing cost of any 3rd party provided software or hardware license.
- Failure due to acts of God, including building modifications, power failures or adverse environmental conditions or factors.

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 or modifications of equipment made by Client's employees or anyone other than Service Provider.

Managed Information Technology Master Services Support Agreement [Continued]

- Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in Quotation.
- Programming (modification of software code) and program (software) maintenance unless as specified in Quotation.
- The cost of dispatching Service Provider's employee to the Client's site to address any Information Technology matter including but not limited to repair, maintenance, upgrades, replacement, programming, or consulting unless included in Quotation.

8. Confidential Information

Each party acknowledges it and/or its employees or agents may be exposed to or acquire information that is proprietary to the other party. Each party shall hold such information in strict confidence and shall not disclose any such information to any third party. "Confidential Information" includes: (a) any technical information, process, specifications, designs, business or work processes and procedures, data relating to the development, and production of any work done specifically for the Client; (b) business plans, client lists, price lists, database, banking information, employee's personal information and financial information; and (c) this Agreement and its terms and conditions including associated quotations and invoices. Notwithstanding the preceding provision, Confidential Information does not include: (a) information which at the time of disclosure is available in the public domain without fault of the recipient; (b) information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and (c) information that is disclosed pursuant to court order or by law. Parties shall be entitled to injunctive relief and reimbursement of attorney expenses for any injunction granted by a Court of jurisdiction under this Agreement.

9. No Solicitation

During the term of this Agreement and for a two-year period immediately following the termination of this Agreement, neither party shall directly or indirectly, for itself or on behalf of any other person or corporation, solicit any employee of the other party to leave the employment of such party, or hire or engage any employee of the other party in any business or personal capacity without the express written consent of the other party. For the purposes of this section, the term "employee" means any individual in the employment of either party during any point during the term of this agreement. In the event a party violates this section, such party shall pay to the other party, as reasonable liquidated damages, an amount equal to 100% of such employee's annualized salary or wages as well as reimbursement of attorney fees incurred while enforcing this provision.

10. Disclaimer of Implied Warranty

MTA EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MTA SERVICES ARE PROVIDED ON AN "AS IS" BASIS. IN PROVIDING ITS SERVICES, MTA AND ITS OFFICERS, MANAGERS, EMPLOYEES, SUBCONTRACTORS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS MAKE NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY STATED HEREIN. MTA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR MULTIPLE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUES, LOST DATA, COSTS OF RECREATING LOST DATA, COST OF PROCURING OR TRANSITIONING TO SUBSTITUTE SERVICES

RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON MTA SERVICES.

Without limiting the foregoing, MTA shall not be liable for any damages resulting from the use or inability to use its services, interruptions of service, breach, compromise, unauthorized access to any records, files, data, systems, or other assets, defects, viruses, malware, delays in operation or transmissions or any other failure of performance or business function. MTA shall not be liable for any direct damages resulting from the loss of any of Client's data or third party data, breach of security or loss of privacy of data on Client's systems or third party systems that may occur on systems installed, serviced, and/or managed by MTA, or any direct or indirect damages resulting therefrom; the malfunction, performance or compromise of any system, network or other resource related to or associated with in any capacity or by any theory with MTA services, and any Client or third party damages, claims, losses or expenses resulting therefrom; any personal injury (whether of a physical or psychological nature) or death of any person.

11. Limitation of Liability

Both parties agree it is impossible to guarantee failsafe or trouble-free performance of computer hardware, software, networks, environments, security and systems, the security, privacy or specific functionality or performance of any free-standing or integrated system or resource; the reliability, applicability or performance of any technology or technology-related asset; the outcome or the performance of any training or the behavior of any person who may use or have access to Client's computer hardware or software including the Client's employees or subcontractors. Therefore, Client and MTA agree to certain further limitation of liability and damages as follows:

To the extent not prohibited by applicable law, MTA's maximum aggregate and cumulative liability under this Agreement for any and all losses, claims, damages, expenses, attorney and expert fees or liability of any kind, including but not limited to claims of breach of contract, breach of warranty, negligence (including strict liability), whether in contract or in tort or under any other legal theory, is limited to the amount in fact paid by Client hereunder for the two (2) months immediately preceding the event giving rise to such loss, damage, claim, or liability. In no event shall MTA be liable for any consequential, incidental, special, exemplary, indirect, punitive or multiple damages in connection with or arising out of this Agreement or any other agreement between Client and MTA that incorporates this Agreement; including but not limited to claims or damages involving loss of business, revenue, profits, use, data, good will, reputation, or other economic advantage, however caused and regardless of the legal theory of liability, even if MTA and/or Client knew or should have known of the possibility thereof. Client and MTA agree that the provisions of Section 10 (Disclaimer of Implied Warranty) and this Section 11 (Limitation of Liability) of this Agreement shall constitute Client's exclusive remedy with respect to (a) MTA's services and any claims or actions arising therefrom, and, (b) any third party services passed through or provided by MTA or by any other party in conjunction with MTA's services, and (c) claims or actions arising therefrom; even if a mediator, arbitrator, or court finds that such sole and exclusive remedy has failed its essential purpose.

With the above being stated in section 11 Limitation of Liability MTA recommends that its clients obtain proper cyber insurance and/or cyber liability insurance. Furthermore, client understands MTA does not provide client cyber insurance or cyber liability insurance. Additionally, MTA recommends client use the network security and data recovery services offered by MTA.

Managed Information Technology Master Services Support Agreement [Continued]

12. Force Majeure

Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, inability to obtain or maintain Required Rights, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "Force Majeure Event"). The Party claiming relief under this Article shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event

13. Indemnification

Client agrees to indemnify and hold MTA including its officers, directors, employees, stockholders, partners, providers, and independent contractors harmless from and against any and all third party claims, damages, losses, liabilities, judgments, expenses, fines, and settlements including but not limited to indirect and consequential damages, attorney's fees and expenses that MTA may sustain or incur by reason of Client's use or misuse of the Services or the use or misuse of the Services by anyone else through including, but not limited to, use or misuse of the Services (a) in violation of applicable laws or regulations or the terms of this Agreement; (b) in connection with any claims for infringement of any intellectual property rights arising from or in connection with such use or misuse; or (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible property (including data).

14. Early Termination

If this Agreement and/or its applicable services are terminated prior to Client's completion of the initial term of the Agreement or prior to the completion of any subsequent renewal term, whether due to the Client's decision to no longer utilize MTA services under this agreement, or due to Client's nonpayment of MTA invoices, MTA will incur damages that may be difficult to quantify or calculate. Therefore, liquidated damages payable to MTA in the form of early termination charges, due upon the date of the invoice, will apply. Client and MTA agree that liquidated damages will be the amount of (50%) of the remaining pre-tax monthly service charges that would have been payable if the terminated service had been provided until the end of the applicable service term. For the avoidance of doubt, the early termination fee shall be calculated as one half of the Client's average monthly recurring service invoices, multiplied by the number of months remaining on the agreement.

15. Dispute Resolution

The parties shall attempt to settle amicably by mutual discussion, any disputes or claims related to this agreement within sixty (60) days of the date such dispute

arises. If Client wishes to dispute any MTA invoices or service charges, then Client agrees to provide a written dispute describing the nature and reasons for the dispute including the dollar amount of charges under dispute. Client agrees to timely remit full payment of any non-disputed portion of the invoice due MTA during the period of time during which the parties are discussing and attempting to settle and resolve any disputed portion of the invoices. Failing the attainment of amicable settlement between the parties, any controversy, claim or dispute arising under or related to this Agreement including the interpretation, performance, termination, and breach thereof, shall be settled by arbitration in accordance with the then existing rules for commercial arbitration of the American Arbitration Association (hereinafter "AAA"). By agreeing to submit all disputes, claims, and controversies to binding arbitration, both Client and MTA expressly waive their rights to have such matters heard tried in a court before a judge or jury. The arbitration shall be conducted in Lake or Porter County Indiana, by a single arbitrator selected by mutual agreement of the parties. If the parties are unable to agree on an arbitrator, one shall be selected by the AAA. The scope of any arbitral award in favor of either MTA or the Client shall be expressly limited by the terms of this Agreement. The Arbitrator will not have the authority to award punitive damages to either party. Any award shall be final, binding, and conclusive upon the parties, subject only to judicial review provided by statute, and a judgement rendered on the arbitration award may be entered in any state or federal court having jurisdiction thereof. Each party shall bear its own expenses, but the parties shall share equally in the expenses of the Arbitrator and the AAA. Notwithstanding the parties' agreement to settle disputes via binding arbitration, either party may bring a claim for injunctive relief in a court of jurisdiction or may settle any dispute if the amount of the dispute is within the jurisdiction of applicable small claims court in the State of Indiana. MTA shall be entitled to recover reasonable attorney fees for any enforcement of any claim or dispute under this Agreement.

16. Assignment

This Agreement may be assigned, in whole or in part, by MTA to a successor organization upon written notice to Client. Client may not, in the absence of prior written notice to MTA and without MTA's written consent, (which will not be unreasonably withheld or delayed), assign or subcontract this Agreement. If Client does any of the foregoing or undertakes a change in control (whether by sale of stock or assets, reorganization, merger or otherwise) without notice to MTA, then MTA may immediately terminate this Agreement and its associated services, and Client will immediately pay the applicable Early Termination Charges.

17. Notices

Any Notices pursuant to this Agreement, including notices of non-renewal, assignment, and termination shall be delivered via overnight courier, personal delivery, or US Certified Mail, with signature required by receiving party of any such Notice, and return receipt of signature to the party serving Notice.

Notices delivered to Client shall be delivered to the address specified on this Agreement as Client's principal address. Notices to MTA shall be delivered to 1567 E. 93rd Ave, Merrillville, IN 46410, Attn: Legal.

Managed Information Technology Master Services Support Agreement [Continued]

18. Entire Agreement

This Agreement and any other documents incorporated by reference herein constitute the entire agreement between Client and MTA and shall supersede any prior written or verbal agreements. If any portion of this Agreement is unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of both parties to this Agreement. If any clause or section of this Agreement is found to be illegal or unenforceable, that clause will be severed from this Agreement, and the remainder of the Agreement shall be given full force and effect.

19. Change Order(s) and Payment of Change Order(s)

Client agrees any additional services and/or changes to the existing quote number(s) MTAQ2759 will require the Client to a execute written Change Order(s) documentation detailing the agreed upon additional services and/or changes to the original quote number(s) MTAQ2759 associated with the existing Managed Information Technology Master Services Support Agreement.

Client also agrees such Change Order(s) will become part of the terms and conditions of the existing Managed Information Technology Master Services Support Agreement when executed by the Client. Client agrees to separately pay in full to MTA 100% of the total monthly reoccurring cost reflected on the Change Order(s).

20. Venue

This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have caused this Managed Information Technology Master Services Support Agreement to be signed by their duly authorized representatives as of the date set forth below.

Client

Thea Bowman Leadership Academy
3401 W 5th Ave
Gary, IN 46406
United States

Signature

Printed Name

Title

Date

MTA

Signature

Printed Name

Title

Date

QUOTE



QUOTE #	MTAQ2705
DATE	2/28/2023
PREPARED BY	kkil
QUOTE EXPIRATION DATE	4/7/2023

Midwest Telecom of America, Inc.

1567 East 93rd Avenue, Merrillville, IN 46410

TO Haritha Dasari
Thea Bowman Leadership Academy
3401 W 5th Ave
Gary, IN 46406
United States
Phone: 956-639-4700

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	Hardware and/or Software		
1	Siris S5 2TB Server - CPU Core/Threads Intel Xeon 6/12 - RAM 32GB ECC - 2x4TB SATA Enterprise HDD RAID 1 (Mirror) - OS Drive 256GB NVMe m.2 SSD - NICs 1x10G 1x 1G - Performance Cache (SLOG) 256GB NVMe m.2 SSD - Chassis 1U - Power Supply 550W - Input Voltage 120-240V	\$2,638.80	\$2,638.80
	100.0% Discount		-\$2,638.80
	Hardware and/or Software Total Cost:		\$0.00

Warranties			
1	Siris S5 2TB Server - CPU Core/Threads Intel Xeon 6/12 - RAM 32GB ECC - 2x4TB SATA Enterprise HDD RAID 1 (Mirror) - OS Drive 256GB NVMe m.2 SSD - NICs 1x10G 1x 1G - Performance Cache (SLOG) 256GB NVMe m.2 SSD - Chassis 1U - Power Supply 550W - Input Voltage 120-240V - 5 Year Limited Manufacturer Warranty	\$0.00	\$0.00
Warranty Total Cost:			\$0.00

	Onsite Installation, Configuration and Programming		
1	Onsite Server Installation	\$200.00	\$200.00
	Onsite Installation, Configuration and Programming Total Cost:		\$200.00

Total Amount of Purchase		
Hardware and/or Software		\$0.00
Warranties		\$0.00
Onsite Installation, Configuration and Programming		\$200.00
Total Amount of Purchase SubTotal		\$200.00

Leasing Options[a] - MONTHLY PAYMENT

24 Months - \$

36 Months - \$

48 Months - \$

60 Months - \$

[a] Documentation fee is \$250

[a] 1st & last Payment due at lease signing

[a] Monthly leasing payments shown in this quotation are estimated monthly lease payments only.

[a] Actual monthly lease payments may vary from estimated monthly lease payments shown in this quotation.

[a] Leasing options shown in this quote are provided to Customer by a third party leasing company and not MTA

[b] Please note: All existing voice and data services customer discounts contained in this quotation will only apply to Customer if Customer signs a new three year term Local Exchange and Data Commercial Service Agreement at the same time Customer executes this quotation and the associated Commercial Purchase Agreement.

*Pricing is only valid for 30 days after the quote creation date. Customer will be responsible for paying any applicable government taxes or fees.

Please contact me if I can be of further assistance.

SUBTOTAL	\$200.00
SALES TAX	\$0.00
TOTAL	\$200.00

TERMS AND CONDITIONS OF COMMERCIAL PURCHASE AGREEMENT

Customer hereby agrees to purchase from Midwest Telecom of America, Inc. hereby known as (MTA) all products, equipment, support packages, maintenance packages, workstation onboarding, server onboarding, any associate labor and/or materials as detailed in the quote # MTAQ2705 and MTA agrees to perform any technical labor associated with quote # MTAQ2705 in a professional, timely and workman like manner according to industry standards.

If the Customer is financing, funding and/or leasing from a Third Party Financial Institution in order to complete the acquisition of the products, equipment, support packages, maintenance packages, workstation onboarding, server onboarding, any associate labor and/or materials associated with this Agreement, then Customer understands that such Third Party Financial Institution must remit 100% of the total purchase price to MTA, as detailed in the attached quote number(s) MTAQ2705, immediately upon installation and on-site programming (if applicable) of such products, equipment, support packages, maintenance packages, workstation onboarding, server onboarding, any associate labor and/or materials associated with this Agreement.

If the Customer does not obtain financing, funding and/or leasing from a Third Party Financial Institution in order to complete the acquisition of the products, equipment, support packages, maintenance packages, workstation onboarding, server onboarding, any associate labor and/or materials associated with this Agreement, then Customer understands that it must remit 100% of the total purchase price to MTA, as detailed in quote # MTAQ2705, prior to MTA taking any actions to order such products, equipment, support packages, maintenance packages, workstation onboarding, server onboarding, any associate labor and/or materials associated with this Agreement and the remaining 15% of the total purchase price detailed in quote number(s) MTAQ2705 must be remitted to MTA within 10 business days following the date of installation and on-site programming of all applicable products, equipment, support packages, maintenance packages, workstation onboarding, server onboarding, any associate labor and/or materials.

WARRANTY DISCLAIMER - MTA agrees to perform any technical labor associated with quote # MTAQ2705 in a professional, timely and workman like manner according to industry standards.

Additionally, MTA passes through to the Customer all Manufacturer(s) warranties and/or guarantees that are provided for the products, equipment, support packages, maintenance packages, workstation onboarding, server onboarding, any associate labor and/or materials purchased under this Agreement. MTA makes no additional or independent warranties and to the full extent of the law MTA disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Furthermore, MTA makes no warranty as to the performance of any products, equipment, support packages, maintenance packages, workstation onboarding, server onboarding, any associate labor and/or materials purchased under this Agreement, other than for MTA's gross negligence or intentional acts. This disclaimer by MTA in no way affects the terms and conditions of any applicable Manufacturer(s) warranties and/or guarantees. MTA agrees to supply Customer with copies of all Manufacturer(s) warranties and/or guarantees upon request.

Customer acknowledges MTA is a reseller of Third Party (Parties) and/or Manufacturer(s) support packages and/or maintenance packages which typically provide product and/or equipment after sale technical support, service, repair or replacement. Customer agrees it will look only to the Third Party (Parties) and/or Manufacturer(s) for any loss, claims or damages arising from or relating to the purchase and performance of the after sale support packages and/or maintenance packages purchased under this Agreement. Customer furthermore agrees that the Third Party (Parties) and/or Manufacturer(s) is solely responsible for the fulfillment of any after sale support packages and/or maintenance packages whereby MTA acts as the reseller of such support packages and/or maintenance packages purchased under this Agreement.

LIMITATION OF LIABILITY - MTA shall under no circumstance be liable to Customer for any direct, indirect, special, incidental, consequential or punitive damages, including business interruptions, loss of sales, loss of data, lost profits or lost business opportunities arising from or in connection with the use, installation, on-site programming, performance or non-performance of any MTA products, equipment, support packages, maintenance packages, workstation onboarding, server onboarding, any associate labor and/or materials purchased under this Agreement even if MTA has been advised of the possibility of such damages.

FORCE MAJEURE - Neither Customer or MTA shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, inability to obtain or maintain Required Rights, acts of third parties not under the direction or actual control of the Customer or MTA delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "Force Majeure Event"). Either the Customer or MTA claiming relief under this Article shall notify the other of the occurrence or existence of the Force Majeure Event and of the termination of such event.

INDEMNIFICATION - Customer agrees to indemnify and hold MTA harmless against any and all claims, liabilities, losses or damage suffered or incurred by Customer as a result of the use or intended use of MTA's products, equipment, support packages, maintenance packages, workstation onboarding, server onboarding, any associate labor and/or materials purchased under this Agreement.

DISPUTE RESOLUTION - The parties shall attempt to settle amicably by mutual discussion, any disputes or claims related to this agreement within sixty (60) days of the date such dispute arises. If Customer wishes to dispute any MTA invoices or service charges, Customer agrees to provide a written dispute describing the nature and reasons for the dispute including the amount of charges under dispute. Customer agrees to timely remit full payment of any non-disputed portion of the invoice due to MTA during the period of time during which the parties are discussing and attempting to settle and resolve any disputed portion of the invoices. Failing the attainment of amicable settlement between the parties, any controversy, claim or dispute arising under or related to this Agreement including the interpretation, performance, termination, and breach thereof, shall be settled by arbitration in accordance with the then existing rules for commercial arbitration of the American Arbitration Association (hereinafter "AAA"). By agreeing to submit all disputes, claims, and controversies to binding arbitration, both Customer and MTA expressly waive their rights to have such matters heard tried in a court before a judge or jury. The arbitration shall be conducted in Lake or Porter County Indiana, by a single arbitrator selected by mutual agreement of the parties. If the parties are

unable to agree on an arbitrator, one shall be selected by the AAA. The scope of any arbitral award in favor of either MTA or the Customer shall be expressly limited by the terms of this Agreement. The Arbitrator will not have the authority to award punitive damages to either party. Any award shall be final, binding, and conclusive upon the parties, subject only to judicial review provided by statute, and a judgement rendered on the arbitration award may be entered in any state or federal court having jurisdiction thereof. Each party shall bear its own expenses, but the parties shall share equally in the expenses of the Arbitrator and the AAA. Notwithstanding the parties' agreement to settle disputes via binding arbitration, either party may bring a claim for injunctive relief in a court of jurisdiction, or may settle any dispute if the amount of the dispute is within the jurisdiction of applicable small claims court in the State of Indiana. Prevailing party shall be entitled to recover reasonable attorney fees for any enforcement of any claim or dispute under this Agreement.

ASSIGNMENT - MTA may assign this Agreement to any entity of its choosing upon written notice to the Customer. In the event of any sale or transfer of the Customer's business, Customer agrees to provide notice to MTA and to its successor or transferee of any sale or transfer of the Customer's business, and any failure to provide said notification shall in no way cause termination of this Commercial Purchase Agreement.

ENTIRE AGREEMENT - This Agreement and any other documents incorporated by reference herein constitute the entire agreement between Customer and MTA and shall supersede any prior written or verbal agreements. If any portion of this Agreement is unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of both parties to this Agreement. If any clause or section of this Agreement is found to be illegal or unenforceable, that clause will be severed from this Agreement, and the remainder of the Agreement shall be given full force and effect.

NOTICES - All Customer notices under this Agreement must be sent via U.S. certified mail, major overnight package carrier service or hand delivered by Customer with a signed delivery acknowledgement from MTA located at 1567 E. 93rd Ave. Merrillville, IN 46410.

GOVERNING LAW - This Agreement is governed according to the laws of the State of Indiana; venue shall be the Circuit and Superior Courts of Lake County, Indiana. MTA shall be entitled to recover reasonable Attorney fees as a result of enforcing this Agreement.

CHANGE ORDER(S) AND PAYMENT OF CHANGE ORDER(S) - Customer agrees that any additional equipment, material, labor and/or changes to the existing quote number(s) MTAQ2705 will require the Customer to execute written Change Order documentation detailing the agreed upon additional equipment, material, labor and/or changes to the original quote number(s) associated with this Agreement. Customer also agrees that such Change Order(s) will become part of the terms and conditions of the Agreement when executed by the Customer. Customer agrees to separately pay in full to MTA 100% of the total cost for any attached Customer executed Change Order(s) that have a total cost in excess of \$2,000.00 prior to MTA taking actions to order, install and program on-site any products, equipment, support packages, maintenance packages, workstation onboarding, server onboarding, any associate labor and/or materials associated with attached Customer executed Change Order(s) and the remaining 15% of the total cost for any attached Customer executed Change Order(s) must be remitted to MTA within 10 business days following the date of installation and on-site programming of any products, equipment support packages, maintenance packages and/or material. Customer also agrees to separately pay MTA in full for the total cost of any attached Customer executed Change Order(s) that have a total cost of less than \$2,000.00 within 10 business days following the ordering installation and on-site programming of such products, equipment, support packages, maintenance packages, workstation onboarding, server onboarding, any associate labor and/or materials.

INITIAL TRAINING, CUTOVER AND FINAL PAYMENT - MTA and Customer agree any Information Technology and/or other Communications Equipment listed in this Commercial Purchase Agreement and quotation number(s) MTAQ2705, which includes training specified in the detailed description and quantity section of this Commercial Purchase Agreement and quotation number (s) MTAQ2705, will include(s) 1 (one) 6 (six) hour initial Information Technology and/or other Communication Equipment training session and 1 (one) 2 (two) hour initial Information Technology and/or Communications Equipment technical support session for the applicable Information Technology and/or other Communications Equipment on the day of cutover to the applicable Information Technology and/or other Communications Equipment. Customer agrees any Information Technology and/or other Communications Equipment initial training and/or cutover must be completed no later than 10 (ten) business days after verbal or written notification by MTA to Customer that Information Technology and/or other Communications Equipment has (have) been installed and programmed on-site. Customer agrees any training subsequent to initial training for the Information Technology and/or other Communications Equipment will be at an additional cost to the Customer at the then prevailing MTA hourly rate for Customer training. Customer agrees MTA will immediately invoice Customer for any outstanding balance of monies owed to MTA upon verbal or written notification by MTA to Customer that Information Technology and/or other Communications Equipment associated with this Commercial Purchase Agreement and associated quotation number(s) MTAQ2705 have been installed and programmed on-site. Customer agrees the definition of installation and on-site programming of the Information Technology and/or other Communications Equipment associated with this Commercial Purchase Agreement and associated quotation number(s) MTAQ2705 does not include Information Technology and/or other Communications Equipment initial training and/or cutover. Customer agrees any labor necessary to program, rearrange, maintain, repair and/or replace any Information Technology and/or Communications Equipment associated with this Agreement subsequent to initial cutover of the Information Technology and/or other Communications Equipment will be at an additional cost to the Customer at the then prevailing MTA hourly rate. Customer agrees any replacement of Information Technology and/or Communications Equipment, except such equipment which is covered under a specific Manufacturer's warranty and/or a Customer purchased extended Manufacturer's warranty under this Commercial Purchase Agreement and quotation number(s) MTAQ2705, subsequent to initial cutover of the Information Technology and/or other Communications Equipment will be at an additional cost to the Customer at the then prevailing MTA pricing for such Information Technology and/or other Communications Equipment. Customer agrees any outstanding balance of monies owed to MTA must be paid in full as specified in the terms and conditions of this Commercial Purchase Agreement and quotation number(s) MTAQ2705.

THIRD PARTY FINANCIAL INSTITUTION LEASE, LOAN OR FUNDING OF INFORMATION TECHNOLOGY AND/OR COMMUNICATIONS EQUIPMENT BY CUSTOMER - If the Customer is financing, funding or leasing the Information Technology and/or Communications Equipment through a Third Party Financial Institution, which is not a party to this Agreement and associated quotation(s) in order to facilitate the purchase of the Information Technology and/or Communications Equipment associated with this Agreement and associated quotation(s,)then Customer agrees to immediately execute the Third Party Financial Institution's documentation accepting the installation and on-site programming of MTA's Information Technology and/or Communications Equipment not later than 24 hours after verbal or written notification by MTA or Third Party Financial Institution that MTA's Information Technology and/or Communications Equipment has (have) been installed and programmed on-site.

QUOTES - The quote number(s) MTAQ2705 become(s) part of the terms and conditions of the Agreement.

Other MTA Terms or Conditions of Commercial Purchase Agreement	
The signatures below indicate that both parties agree to the pricing, terms and conditions of Commercial Purchase Agreement as described herein. The signatory to this Commercial Purchase Agreement warrants to MTA that he/she is empowered and authorized to enter into this Commercial Purchase Agreement on behalf of the Customer.	
CUSTOMER	MIDWEST TELECOM OF AMERICA, INC.
_____ CUSTOMER SIGNATURE	_____ MTA SIGNATURE
_____ PRINT NAME/TITLE	_____ PRINT NAME/TITLE
_____ DATE	_____ DATE

APPENDIX A04 SUBCONTRACTORS

List any subcontractors that will or may be used. Provide the following:

Subcontractor Name

Subcontractor Address

Subcontractor Phone Number

Have you worked with this subcontractor within the last 12 months?

What scope of work will this subcontractor perform?

Based on MTA's response to this RFP it will not be using any subcontractors at this time.

APPENDIX A05 REFERENCES

Please list the entities for which your company currently provides any of the services contemplated by this RFP. Attach an additional sheet if necessary.

Preference is given for K-12 schools for which this service is currently being performed by your company, or has been performed within the past three (3) years by your company.

REFERENCE INFORMATION

Reference Company/Organization Name:

Contact Name:

Contact Phone Number:

Date of Service Initiation:

Date of Service Completion:

Services Provided:

21st Century Charter Schools
1440 E 35th Ave, Gary, IN 46406
IT Director
Rick Elliot
317-713-4218
relliott@geoacademies.org

Steel City Academy
2650 West 35th Ave, Gary, IN 46408
Director of Operations
Duane Krambeck
219-750-1010
Duane.krambeck@steelcityacademy.org

Beemsterboer
3411 Sheffield Ave, Hammond, IN 46327
Chief Financial Officer
Donny Rossetti
773-785-6000
drossetti@beemcompanies.com

Please see link below for MTA's Google reviews.

<https://www.google.com/search?q=midwest+telecom+of+america%2C+inc&oq=Midwest+Tele&aqs=chrome.0.69i59j69i60j0l2j69i61l2.2088j1j7&sourceid=chrome&ie=UTF-8#lrd=0x8811ee600d118011:0x277ab25089940436,1>

APPENDIX A06 FAMILIAL RELATIONSHIP AFFIDAVIT

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE Bidder AND
FURNISHED WITH EVERY BID

FAMILIAL RELATIONSHIP AFFIDAVIT

STATE OF Indiana
COUNTY OF Lake
TAX ID#: 35-1849431

Cary W. Smith, being duly sworn, deposes and states that they are the
President of Midwest Telecom of America, Inc. (title) of "Bidder," which has submitted to the School a
Proposal to provide services as the Technology Services Provider, and hereby represents and warrants,
except as provided below, that no familial relationships exist between the Bidder or any employee of the
Bidder, the charter management company, and any member of the Board of TBLA or the staff of TBLA.

(If no exceptions, please state.)

List any Familial Relationships:
None

Cary W. Smith

Affiant's Signature

On this 20th day of Feb, 2023, before me, a Notary Public, in and for the above-
referenced county, personally appeared Cary W. Smith, who made oath that they have read the
foregoing Affidavit of Bidder – Familial Relationships, by they signed and that the contents thereof are true,
except as to those matters stated therein to be based on information and belief, and as to those matters, he
believes same to be true.

Julie E. Towers, Notary Public State of Indiana, County of Lake
My commission expires: 6-4-2028
Acting in the County of Lake, Indiana



APPENDIX A07 NON-COLLUSION AFFIDAVIT

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE Bidder AND
FURNISHED WITH EVERY BID

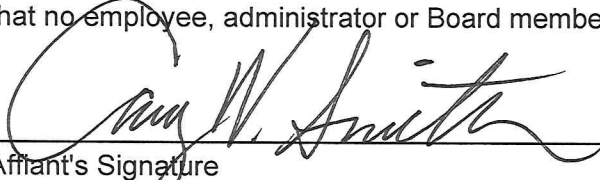
NON-COLLUSION AFFIDAVIT

STATE OF Indiana
COUNTY OF Lake
TAX ID#: 35-1849431

Cary W. Smith, being duly sworn, deposes and states that they are the
President of Midwest Telecom of America, Inc. (title) of "Bidder," which has submitted to the School a
Proposal to provide services as the Technology Services Provider. Except as specified below, the Bidder
constitutes the only firm having any interest in the Proposal or in any contract, benefit or profit which may,
might or could accrue as a result of said Proposal, said exceptions being as follows:


(If no exceptions, please state.)

Affiant further states that said Proposal is, in all respects, fair and is submitted without collusion or fraud, and
that no employee, administrator or Board member of TBLA is directly or indirectly interested in the Proposal.



Affiant's Signature

On this 20th day of Feb., 2023, before me, a Notary Public, in and for the above-
referenced county, personally appeared Cary W. Smith, who made oath that they have read the
foregoing Non-Collusion Affidavit, by they signed and that the contents thereof are true, except as to those
matters stated therein to be based on information and belief, and as to those matters, he believes same to be
true.

, Notary Public State of Indiana, County of Lake
My commission expires: 6-4-2028,
Acting in the County of Lake, Indiana

