



## Magnolia Public Schools

### Regular Board Meeting

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#### **Date and Time**

Thursday March 21, 2019 at 6:00 PM PDT

#### **Location**

MSA 4: 11330 W. Graham Pl., Los Angeles, CA 90064

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Access to the Board Meeting: Any interested parties or community members from remote locations may attend the meeting at the following school sites or the addresses where the Board members are joining the meeting from:

By dialing into; 1.844.572.5683 Code: 1948435

- MSA-7 18355 Roscoe Blvd., Northridge, CA 91325
- MSA-SD 6525 Estrella Ave. San Diego, CA 92120 (Dr. Salih Dikbas)
- MSA-SA 2840 W. 1st., Santa Ana, CA 92703 (Mr. Shohrat Geldiyev)
- 4701 Patrick Henry Dr. Bldg #25, Santa Clara, CA 95054 (Dr. Umit Yapanel)
- 1363 Ridgecrest Rd Pinole, CA 94564 (Mr. Serdar Orazov)

In compliance with the Americans with Disabilities Act (ADA) and upon request, Magnolia Public Schools may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact the MPS central office. If you need special assistance to attend the meeting, please notify Barbara Torres at (213) 628-3634 x100 48 hours before the meeting to make arrangements.

Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 250 East 1st Street Ste 1500 Los Angeles, CA 90012.

#### **Board Members:**

Dr. Saken Sherkhanov, Chair  
Mr. Haim Beliak, Vice-Chair  
Dr. Umit Yapanel  
Mr. Serdar Orazov  
Dr. Salih Dikbas  
Ms. Diane Gonzalez  
Ms. Charlotte Brimmer  
Ms. Sandra Covarrubias  
Mr. Shohrat Geldiyev

CEO & Superintendent:  
Mr. Alfredo Rubalcava

**Agenda**

	<b>Purpose</b>	<b>Presenter</b>	<b>Time</b>	
<b>I. Opening Items</b>			<b>6:00 PM</b>	
<b>A.</b>	Call the Meeting to Order		1 m	
<b>B.</b>	Record Attendance and Guests		1 m	
<b>C.</b>	Pledge of Allegiance		1 m	
<b>D.</b>	Approval of Agenda	Vote	1 m	
<b>E.</b>	Public Comments		5 m	
<b>F.</b>	Communications: Board/Superintendent		5 m	
<b>G.</b>	Approval of March 7, 2019 Regular Board Meeting Minutes	Approve Minutes	1 m	
	Approve minutes for Regular Board Meeting on March 7, 2019			
<b>II. Consent Items</b>			<b>6:15 PM</b>	
<b>A.</b>	Approval of Service Agreement Between MPS and Mount St. Mary's University	Vote	Brenda Lopez	2 m
<b>B.</b>	Approval of Filing 2017-18 Form 990-Return of Organization Exempt from Income Tax	Vote	Nanie Montijo	2 m
<b>C.</b>	Approval of Revisions to the Tuition Reimbursement Policy	Vote	Stakeholder Committee	2 m
<b>D.</b>	Approval of Updates to the Camera Surveillance Policy for MSA-2	Vote	S. Kesinturk	2 m
<b>E.</b>	MSA-1 Change Order Request PCI 020 and PCI 023	Vote	Facilities Committee	3 m
<b>F.</b>	Approval of winning bids for MPS Viewsonic RFP	Vote	Rasul Monoshev	10 m
<b>G.</b>	Approval of winning bids for MPS E-Rate Category 1 and Category 2 items.	Vote	Rasul Monoshev	10 m
<b>III. Action Items</b>			<b>6:46 PM</b>	
<b>A.</b>	Employee Pay Raise Scale for Full-Time Teaching Positions & Non-Classroom-Based Academic Positions	Vote	Finance/Stakeholder	15 m
<b>B.</b>	MPS Employee Pay Raise Scale for School Leader Positions	Vote	Finance/Stakeholder	15 m
<b>C.</b>	Approval of Facility Clerk for the Home Office Facility Department	Vote	Facility Committee	10 m
<b>IV. Closed Session</b>			<b>7:26 PM</b>	
<b>A.</b>	Public Announcement of Closed Session	FYI	Saken Sherkhanov	1 m
<b>B.</b>	Conference with Legal Counsel- Potential Litigation- Four Matters	Discuss	Patrick Ontiveros	40 m
<b>C.</b>	Public Employment: Chief Executive Officer and Superintendent	Discuss	Saken Sherkhanov	25 m
<b>D.</b>	Report Out From Closed Session	FYI	Saken Sherkhanov	1 m
<b>V. Additional Action Items</b>			<b>8:33 PM</b>	

<b>A.</b> Approval of Payment for MSA-4 Facility Use Agreement Violation	Vote	Patrick Ontiveros	10 m
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**VI. Information/Discussion Items**

**8:43 PM**

<b>A.</b> 2018-19 MPS Stakeholder Survey Results & Reflections and Public Feedback to Inform LCAP	Discuss	David Yilmaz	10 m
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<b>B.</b> Facilities Updates	Discuss	Patrick Ontiveros	10 m
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**VII. Closing Items**

**9:03 PM**

<b>A.</b> Adjourn Meeting	Vote		
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# Cover Sheet

## Approval of March 7, 2019 Regular Board Meeting Minutes

**Section:** I. Opening Items  
**Item:** G. Approval of March 7, 2019 Regular Board Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Regular Board Meeting on March 7, 2019

APPROVED



## Magnolia Public Schools

### Minutes

#### Regular Board Meeting

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**Date and Time**

Thursday March 7, 2019 at 6:00 PM

**Location**

MPS Home Office: 250 E. 1st St. Ste. 1500 Los Angeles, CA 90012

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Board Members who joined remotely participated from the following locations:

- MSA-SD 6525 Estrella Ave. San Diego, CA 92120 (Dr. Salih Dikbas)
- MSA-SA 2840 W. 1st St., Santa Ana, CA 92703 (Mr. Shohrat Geldiyev)
- 9715 Lockford St. Los Angeles, CA 90035 (Mr. Haim Beliak)
- 4701 Patrick Henry Dr., Bldg. #25, Santa Clara, CA 95054 (Dr. Umit Yapanel)

**Board Members:**

Dr. Saken Sherkhanov, Chair  
Mr. Haim Beliak, Vice-Chair  
Dr. Umit Yapanel  
Mr. Serdar Orazov  
Dr. Salih Dikbas  
Ms. Diane Gonzalez  
Ms. Charlotte Brimmer  
Ms. Sandra Covarrubias  
Mr. Shohrat Geldiyev

**CEO & Superintendent:**

Mr. Alfredo Rubalcava

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**Directors Present**

C. Brimmer, D. Gonzalez, H. Beliak (remote), S. Dikbas, S. Geldiyev (remote), S. Sherkhanov, U. Yapanel (remote)

**Directors Absent**

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S. Covarrubias, S. Orazov

**Directors Left Early**

H. Beliak, U. Yapanel

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**I. Opening Items**

**A. Call the Meeting to Order**

S. Sherkhanov called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Mar 7, 2019 @ 6:49 PM at MPS Home Office: 250 E. 1st St. Ste. 1500 Los Angeles, CA 90012.

**B. Record Attendance and Guests**

Please refer to attendance information stated above.

**C. Approval of Agenda**

C. Brimmer made a motion to approve the agenda as presented.

D. Gonzalez seconded the motion.

The board **VOTED** unanimously to approve the motion.

**D. Public Comments**

S. Sherkhanov, MPS Board Chair, reminded the board that MSA Santa Ana charter petition renewal will be going before the State Board of Education next Thursday and he encourages board members to attend. No other public comments were made.

**E. Approve Minutes from 2/10/19 Board Retreat**

C. Brimmer made a motion to approve minutes from the MPS Board Retreat on 02-10-19.

D. Gonzalez seconded the motion.

The board **VOTED** unanimously to approve the motion.

**F. Approve Minutes from 2/10/19 Special Board Meeting**

C. Brimmer made a motion to approve minutes from the Special Board Meeting on 02-10-19.

D. Gonzalez seconded the motion.

The board **VOTED** unanimously to approve the motion.

**G. Approve Minutes from 2/14/19 Regular Board Meeting**

C. Brimmer made a motion to approve minutes from the Regular Board Meeting on 02-14-19.

D. Gonzalez seconded the motion.

The board **VOTED** unanimously to approve the motion.

**H. Approve Minutes from 2/14/19 Special Board Meeting**

C. Brimmer made a motion to approve minutes from the Special Board Meeting on 02-14-19.

D. Gonzalez seconded the motion.

The board **VOTED** unanimously to approve the motion.

**I. Approve Minutes from 2/21/19 Special Board Meeting**

C. Brimmer made a motion to approve minutes from the Special Board Meeting on 02-21-19.

D. Gonzalez seconded the motion.  
The board **VOTED** unanimously to approve the motion.

## II. Action Item

### A. Approval of 2018-19 Second Interim Financial Reports

N. Montijo, MPS Chief Financial Officer and K. Yoder, DMS Chief Financial Officer, presented the second interim reports for all MPS to the board. The board asked questions regarding the schools whose budgets are in the negative and what the action plan was for those schools. N. Montijo, mentioned that all MPS budgets are still within the state compliance regulations she also mentioned that these second interim reports are projections but the MPS actuals seem to be more positive. The board requested staff to present the 2nd Interim Budget once again to the full board and Finance Committee in April along with the Actuals through March 31st and any updates to the 2nd Interim based on updated actuals.

C. Brimmer made a motion to approve the 2018-19 Second Interim Financial Reports for Magnolia Public Schools with the condition to add the Second Interim Report and actuals through March 2019 to the finance committee and the full board in May.

S. Sherkhanov seconded the motion.  
The board **VOTED** unanimously to approve the motion.

#### Roll Call

C. Brimmer	Aye
U. Yapanel	Aye
S. Dikbas	Aye
H. Beliak	Absent
S. Covarrubias	Absent
S. Geldiyev	Aye
S. Sherkhanov	Aye
D. Gonzalez	Aye
S. Orazov	Absent

## III. Closed Session Items

### A. Public Announcement of Closed Session

S. Sherkhanov, MPS Board Chair, informed the public that the board would be going into Closed Session to discuss 4 matters under potential litigation.

### B. Conference with Legal Counsel- Potential Litigation- Four Matters

This items were discussed in Closed Session.

### C. Report Out From Closed Session

S. Sherkhanov, MPS Board Chair, announced in Closed Session that the board did not take any actions in Closed Session but they gave central office direction on the items.

## IV. Additional Action Items

### A. Approval of Employment Compensation Adjustments

S. Sherkhanov made a motion to authorize C. Brimmer and S. Sherkhanov to discuss with and authorize the CEO and Superintendent to make payments for the purpose of making employment compensation adjustments or to call a special meeting of the board to discuss set action.

S. Geldiyev seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

S. Orazov Absent  
H. Beliak Absent  
S. Geldiyev Aye  
S. Sherkhanov Aye  
D. Gonzalez Aye  
U. Yapanel Absent  
C. Brimmer Aye  
S. Dikbas Aye  
S. Covarrubias Absent  
U. Yapanel left early.  
H. Beliak left early.

**V. Closing Items**

**A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:26 PM.

Respectfully Submitted,  
S. Sherkhanov



# Cover Sheet

## Approval of Service Agreement Between MPS and Mount St. Mary's University

**Section:** II. Consent Items  
**Item:** A. Approval of Service Agreement Between MPS and Mount St. Mary's University  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II A MOU with MSMU.pdf



Board Agenda Item #	II A- Consent
Date:	March 21, 2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Brenda D. Lopez, Ed.D., Assistant Director of Student Services
RE:	MOU with Mount Saint Mary's University

### Proposed Board Motion

I move that the board approve the Memorandum of Understanding with Mount Saint Mary's University for the Supervised Teachers Agreement for 2019-2023

### Introduction

- The MOU is an understanding agreement between Mount Saint Mary's University and Magnolia Public Schools for the use of supervised teachers.

### Background

- Mount Saint Mary's University has connected with individual MPS sites, like MSA 8 to provide an opportunity for supervised teachers in the past and moving forward this MOU will allow for us to connect MSMU to any of our sites

### Analysis (If applicable)

- Legal Department has reviewed and signed off

### Budget Implications

- N/A

### Exhibits (attachments):

- MOU MSMU and MPS
- Counsel Review Sign Off

## **SUPERVISED TEACHERS AGREEMENT**

**THIS SUPERVISED TEACHERS AGREEMENT** (this “Agreement”) is made and entered into this March 21, 2019, between **Mount Saint Mary’s University - Los Angeles**, 10 Chester Place, Los Angeles, CA 90007, hereinafter called the **UNIVERSITY**, and Magnolia Educational & Research Foundation dba **Magnolia Public Schools**, 250 E. 1<sup>st</sup> Street, Suite 1500, Los Angeles, CA 90012, hereinafter called the **DISTRICT**.

### **WITNESSETH**

**WHEREAS**, the governing board of a school district may enter into agreements with a University or University approved by the Commission on Teacher Credentialing as a teacher education institution (as defined in Ed. Code Section 44227), to provide supervised teaching experience and to provide supervised field experience as may be called for in the requirements of the various authorized credentials for public school service;

**WHEREAS**, any such agreement may provide for the payment in money or in service for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

**WHEREAS**, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;

**NOW, THEREFORE**, it is mutually agreed between the parties hereto as follows:

#### **I. Special Provisions**

- A. The term of this agreement shall commence on March 21, 2019 and terminate on June 30, 2023.
- B. The University shall pay the District an honorarium of One Hundred-Fifty Dollars (\$150) for each District supervisory master teacher/employee per eight-week period assigned to supervise a full-time student teacher of University assigned to schools in the District, to be paid at the end of the assignment. District shall reimburse each supervisory master teacher/employee at rates specified herein.
- C. “Supervised teaching” as used in herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of permanent or probationary employees of the District holding valid credentials, issued by the California Commission on Teacher Credentialing, other than emergency or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the supervised teaching is provided.

- D. The District shall provide teaching experience through supervised teaching in schools and classes of the District for students of the University who possess a valid certificate of clearance and are assigned by the University to supervised teaching in schools or classes of the District.
- E. Such supervised teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.
- F. The District may, for good cause, refuse to accept for supervised teaching any student of the University assigned to supervised teaching in the District. Upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to supervised teaching of the District.
- G. The number of semester units of supervised teaching to be provided for each student of the University assigned to supervised teaching under this Agreement shall be determined by the University.
- H. An assignment of a student of the University to supervised teaching in schools or classes of the District shall be at the discretion of the University, but a student may be given more than one assignment by the University with prior approval of the District, to supervised teaching in such schools or classes.
- I. An assignment of a student of the University to supervised teaching in the District shall be deemed to be effective for the purpose of this Agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given him or her by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.
- J. Absences of a student from assigned supervised teaching shall not be counted as absences in computing the semester units of supervised teaching provided the student by the district.
- K. It is understood that the District shall not be obligated to accept assignments of training students beyond the ability for the District, as determined in its absolute and sole discretion, to effectively provide services pursuant to this Agreement.
- L. In the event the assignment of a student of the University to supervised teaching is terminated by the University for any reason, the District shall receive payment on account of such student as though there had been no termination of the assignment, except that if such assignment is terminated before one half of the term of the assignment has elapsed, the District shall receive payment for one half of the assignment only.
- M. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

N. Within a reasonable time following the close of each semester of the University, the District shall submit an invoice in duplicate, to the University for payment, at the rate provided herein, for all supervised teaching assignments provided by the District under and in accordance with this Agreement. The University will pay the amount of such invoices promptly upon receipt for the District.

## **II. Arbitration**

Any controversy or claim arising out of or relating to this Agreement or breach hereof will be settled by arbitration in accordance with the rules of the American Arbitration Association as administered by Endispute/JAMS; an arbitrator's award may be confirmed by a court with jurisdiction to enter judgment thereon.

## **III. Assignment**

Neither this Agreement nor any duties or obligations herein may be assigned by either party without the prior, written consent of the other, which consent may be withheld by such party in its absolute and sole discretion.

## **IV. Contract Alterations & Integration**

No alteration or variation in terms of the Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

## **V. Fingerprinting and TB Clearance**

In accordance with Education Code §45125.1 requirements, the University will determine whether a student of the University in a supervised teaching role has : (check one)

contact with District students and must comply with background check requirements

or

a California certificate of clearance is currently on file

University certifies and represents and warrants to District that all University's students providing services to pupils are adequately screened so as to prevent the assignment of student teachers who may pose a threat to the safety and welfare of pupils and that such student teachers shall provide evidence of freedom from tuberculosis before starting service at the school site.

## **VI. Governing Law**

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, University shall comply with any State or federal law applicable to University's performance under this Agreement.

## **VII. Indemnification**

The University shall indemnify, defend, and hold harmless the District and its directors, departments, agents, officers, and employees from any and all claims or sums which the District or any of its directors, departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of services rendered by supervised teachers or caused by any error, omission, or act of the supervised teachers or of any other for whose acts the supervised teachers are legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

The District shall indemnify and hold harmless the University, its servants, agents, and employees, and any students acting as such, from any and all claims or sums which the University or any of its departments, agents, officers, students, or employees may be obligated to pay by reason of any liability, damage, expense, cause of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise imposed upon them which arises out of the act, failure to act, or negligence of the District, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this agreement. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

## **VIII. Independent Contractor**

The District and University have not formed an agency, employment or partnership relationship. District represents, and University recognizes, that the District does not provide any benefits or rights arising under disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefits to supervised teachers.

## **IX. Insurance**

During the term of this Agreement, the University shall provide such workers' compensation for the performance of its employees and students under this Agreement as may be required under California law.

All students and faculty assigned to the District will be required to carry general liability coverage and professional liability coverage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 aggregate covering all acts and activities undertaken pursuant to this Agreement as a condition of participation in the Program at the District. Evidence of such

insurance shall be supplied to the District prior to commencement of the clinical rotation at the District, upon renewal of such insurance, and/or upon request by the District.

The University will assume any and all obligations imposed by the Workers' Compensation Law of the State of California insofar as a member of its faculty may sustain injury or disability by reason of accident or occupational disease arising out of, or in the course of, instruction by a member of the faculty, whether on or off the District premises.

## **X. Notices**

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered, (ii) one business day after delivery by overnight courier, telegram or electronic mail (provided that the sender retains a printed confirmation of delivery to the email address provided below), or (iii) three business days after mailing if mailed by first class mail certified or registered, postage prepaid, return receipt requested, to the parties at their addresses set forth below, or such other address designated from time to time in writing by such party to all other parties.:

### **University**

Mount Saint Mary's University

Doheny Campus  
10 Chester Place  
Los Angeles, CA 90007

Carol Johnston, PhD, Education Dept.  
Chair

### **District**

Magonlia Educational & Research  
Foundation dba Magnolia Public Schools  
250 E. 1st Street, Suite 1500  
Los Angeles, CA 90012

Brenda Lopez, Ed.D.  
Assistant Director of Student Services

## **XI. Severability**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

## **XII. Termination**

Either party may terminate this Agreement upon sixty (60) days written notice to the other party for any reason whatsoever, without fault.

**XIII. Waiver**

Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver. Failure of the District or University to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

Notwithstanding anything herein contained to the contrary, this Agreement may be terminated and the provisions of this Agreement may be altered, changed, or amended, by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the Board of Directors of the Magnolia Educational & Research Foundation dba Magnolia Public Schools has authorized this Agreement to be executed by Board authorized signatures.

Date of Board Meeting: \_\_\_\_\_ Page No: \_\_\_\_\_

Approval of this Agreement is hereby indicated by the following signatures:

**Mount Saint Mary's University**

**Magnolia Educational & Research  
Foundation dba Magnolia Public  
Schools**

\_\_\_\_\_  
**Carol Johnston, Ph.D.  
Education Department Chair**

\_\_\_\_\_  
**Alfredo Rubalcava  
District CEO & Superintendent**

\_\_\_\_\_  
**Chris K. McAlary  
Vice President for Administration and  
Finance**

\_\_\_\_\_  
**Dr. Saken Sherkanov  
District Chairperson**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**





To: Magnolia Public Schools  
From: Patrick Ontiveros, MPS General Counsel  
Date: March 11, 2018

RE: Memorandum of Understanding (MOU) Mount Saint Mary's University

Magnolia Public Schools (MPS) Chief Executive Officer and MPS General Counsel acknowledge that they have read and reviewed the contract/memorandum pertaining to the above matter.

A handwritten signature in blue ink that reads "Patrick Ontiveros".

Patrick Ontiveros  
MPS General Counsel

A handwritten date in blue ink that reads "02/26/2019".

Date

A handwritten signature in blue ink that reads "Alfredo Rubalcava".

Alfredo Rubalcava  
MPS CEO & Superintendent

A handwritten date in blue ink that reads "02/26/2019".

Date



# Cover Sheet

## Approval of Filing 2017-18 Form 990- Return of Organization Exempt from Income Tax

**Section:** II. Consent Items  
**Item:** B. Approval of Filing 2017-18 Form 990- Return of Organization  
Exempt from Income Tax  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II B Form 990.pdf



Board Agenda Item #	II B- Consent Item
Date:	2/21/2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Nanie Montijo, Chief Financial Officer
RE:	2017 IRS Form 990 – Return of Organization Exempt from Income Tax

### **Proposed Board Recommendation**

I move that the board approve the filing of IRS Form 990 for fiscal year 2017-18. New law changing due dates gave nonprofit agencies a six-month extension to May 15, 2019.

### **Background**

Form 990 is an IRS form that provides the public financial information about a nonprofit organization. Certain tax-exempt organizations must file an annual reporting return with IRS. It provides information on the organization's mission, programs and finances. In addition to Form 990, tax-exempt organizations are also subject to variety of disclosure and compliance requirements through various schedules attached to Form 990. Filing of schedules supplements, enhances and further clarifies disclosures and compliance reporting made in Form 990.

There is penalty of \$20 per day, if the organization fails to make its Form 990 publicly available, capped at a maximum of \$10,000 for any single failure.

A nonprofit organization that does not file annual returns or notices for three (3) consecutive years will have its tax-exempt status revoked as of due date of the third return or notice.

### **Budget Implications**

none

### **How Does This Action Relate/Affect/Benefit All MSAs?**

n/a

### **Name of Staff Originator:**

Nanie Montijo, Chief Financial Officer

### **Attachments**

Form 990 and schedules

Caution: Forms printed from within Adobe Acrobat products may not meet IRS or state taxing agency specifications. When using Acrobat 5.x products, uncheck the "Shrink oversized pages to page size" and uncheck the "Expand small pages to paper size" options, in the Adobe "Print" dialog. When using Acrobat 6.x and later products versions, select "None" in the "PageScaling" selection box in the Adobe "Print" dialog.

GOVERNMENT COPY

DRAFT

\*\*\*\*\* THIS IS NOT A FILEABLE COPY \*\*\*\*\*

**IRS e-file Signature Authorization  
for an Exempt Organization**

OMB No. 1545-1878

Form **8879-EO**

For calendar year 2017, or fiscal year beginning JUL 1, 2017, and ending JUN 30, 2018

**2017**

Department of the Treasury  
Internal Revenue Service

▶ **Do not send to the IRS. Keep for your records.**  
▶ **Go to [www.irs.gov/Form8879EO](http://www.irs.gov/Form8879EO) for the latest information.**

Name of exempt organization <b>MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION</b>	Employer identification number <b>95-4649884</b>
Name and title of officer <b>NANIE MONTIJO CFO</b>	

**Part I Type of Return and Return Information** (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a, 2a, 3a, 4a, or 5a**, below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, or 5b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than 1 line in Part I.

<b>1a</b> Form 990 check here ▶ <input checked="" type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990, Part VIII, column (A), line 12) .....	<b>1b</b> <u>48,888,566.</u>
<b>2a</b> Form 990-EZ check here ▶ <input type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990-EZ, line 9) .....	<b>2b</b> _____
<b>3a</b> Form 1120-POL check here ▶ <input type="checkbox"/>	<b>b Total tax</b> (Form 1120-POL, line 22) .....	<b>3b</b> _____
<b>4a</b> Form 990-PF check here ▶ <input type="checkbox"/>	<b>b Tax based on investment income</b> (Form 990-PF, Part VI, line 5) .....	<b>4b</b> _____
<b>5a</b> Form 8868 check here ▶ <input type="checkbox"/>	<b>b Balance Due</b> (Form 8868, line 3c) .....	<b>5b</b> _____

**Part II Declaration and Signature Authorization of Officer**

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2017 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To reverse a payment, you must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature on the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

**Officer's PIN: check one box only**

I authorize **VAVRINEK, TRINE, DAY & CO., LLP** to enter my PIN **11111**  
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the organization's tax year 2017 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2017 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ **\*\*\*\*\* THIS IS NOT A FILEABLE COPY \*\*\*** Date ▶ \_\_\_\_\_

**Part III Certification and Authentication**

**ERO's EFIN/PIN.** Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

**3356560050**  
Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2017 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

**ERO Must Retain This Form - See Instructions  
Do Not Submit This Form to the IRS Unless Requested To Do So**

LHA For Paperwork Reduction Act Notice, see instructions.

Form **8879-EO** (2017)

EXTENDED TO MAY 15, 2019

# Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Form **990**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

**2017**  
Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the **2017** calendar year, or tax year beginning **JUL 1, 2017** and ending **JUN 30, 2018**

<b>B</b> Check if applicable:  <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION</b> Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>250 E 1ST ST 1500</b> City or town, state or province, country, and ZIP or foreign postal code <b>LOS ANGELES, CA 90012</b>	<b>D</b> Employer identification number <b>95-4649884</b>  <b>E</b> Telephone number <b>714-892-5066</b>
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		<b>G</b> Gross receipts \$ <b>48,888,566.</b>
<b>J</b> Website: ▶ <b>N/A</b>		<b>H(a)</b> Is this a group return for subordinates? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions) <b>H(c)</b> Group exemption number ▶
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		<b>L</b> Year of formation: <b>2005</b> <b>M</b> State of legal domicile: <b>CA</b>

**Part I Summary**

	<b>1</b> Briefly describe the organization's mission or most significant activities: <b>MERF OPERATED ELEVEN MAGNOLIA SCIENCE ACADEMY (MSA) KINDERGARTEN THROUGH GRADE TWELVE CHARTER</b>		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
Activities & Governance	<b>3</b> Number of voting members of the governing body (Part VI, line 1a) .....	<b>3</b>	9
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b) .....	<b>4</b>	9
	<b>5</b> Total number of individuals employed in calendar year 2017 (Part V, line 2a) .....	<b>5</b>	496
	<b>6</b> Total number of volunteers (estimate if necessary) .....	<b>6</b>	0
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12 .....	<b>7a</b>	0.
	<b>7b</b> Net unrelated business taxable income from Form 990-T, line 34 .....	<b>7b</b>	0.
	Revenue	<b>8</b> Contributions and grants (Part VIII, line 1h) .....	Prior Year
<b>9</b> Program service revenue (Part VIII, line 2g) .....		45,577,282.	48,888,566.
<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d) .....		0.	0.
<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10, and 11) .....		0.	0.
<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (C), line 12) .....		45,577,282.	48,888,566.
Expenses		<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3) .....	0.
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4) .....	0.	0.
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) .....	28,939,908.	29,123,826.
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e) .....	0.	0.
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ .....	0.	0.
	<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) .....	16,014,074.	14,088,560.
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) .....	44,953,982.	43,212,386.	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12 .....	623,300.	5,676,180.	
Net Assets or Fund Balances	<b>20</b> Total assets (Part X, line 16) .....	Beginning of Current Year	End of Year
	<b>21</b> Total liabilities (Part X, line 26) .....	36,286,395.	42,695,173.
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20 .....	14,968,787.	16,137,053.
		21,317,608.	26,558,120.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer <b>NANIE MONTIJO, CFO</b> Type or print name and title	Date
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>MATTHEW S. MILLER</b>	Preparer's signature Date Check <input type="checkbox"/> if self-employed PTIN <b>P01385220</b>
	Firm's name ▶ <b>VAVRINEK, TRINE, DAY &amp; CO., LLP</b> Firm's address ▶ <b>10681 FOOTHILL BLVD SUITE 300 RANCHO CUCAMONGA, CA 91730</b>	Firm's EIN ▶ <b>95-2648289</b> Phone no. <b>909-466-4410</b>

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION

Form 990 (2017)

95-4649884 Page 2

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission: OUR MISSION IS TO RAISE CIVICALLY RESPONSIBLE SCIENTIFIC THINKERS.MPS IS A NETWORK OF 10 HIGH-PERFORMING PUBLIC CHARTER SCHOOLS THAT SERVE OVER 3900 STUDENTS IN LOS ANGELES,ORANGE,SANTA CLARA AND SAN DIEGO COUNTIES. THE SCHOOLS ARE AUTHORIZED BY THE LOS ANGELES UNIFIED SCHOOL

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [ ] Yes [X] No If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [ ] Yes [X] No If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 27,967,973. including grants of \$ ) (Revenue \$ ) MERF OPERATED ELEVEN MAGNOLIA SCIENCE ACADEMY (MSA) KINDERGARTEN THROUGH GRADE TWELVE CHARTER SCHOOLS SERVING 3,900 STUDENTS THROUGHOUT CALIFORNIA

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services (Describe in Schedule O.) (Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses 27,967,973.

Form 990 (2017)



**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Form 990 (2017)

95-4649884 Page 3

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 17? <i>If "Yes," complete Schedule D, Part X</i>		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	X	
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X

Form 990 (2017)

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Form 990 (2017)

95-4649884 Page 4

**Part IV Checklist of Required Schedules** (continued)

	Yes	No
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i> .....		X
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? .....		
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i> .....		X
<b>22</b> Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i> .....		X
<b>23</b> Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i> .....	X	
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i> .....		X
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception? .....		
<b>c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds? .....		
<b>d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year? .....		
<b>25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i> .....		X
<b>b</b> Is the organization aware that it engaged in an excess benefit transaction with a disqualified person a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i> .....		X
<b>26</b> Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If "Yes," complete Schedule L, Part II</i> .....		X
<b>27</b> Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i> .....		X
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
<b>a</b> A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>b</b> A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>c</b> An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i> .....		X
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i> .....		X
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i> .....		X
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i> .....		X
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i> .....		X
<b>34</b> Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i> .....	X	
<b>35a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)? .....		X
<b>b</b> If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i> .....		
<b>36 Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i> .....		X
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i> .....		X
<b>38</b> Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note.</b> All Form 990 filers are required to complete Schedule O .....	X	

Form 990 (2017)

MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION

Form 990 (2017)

95-4649884 Page 5

**Part V** Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
<b>1a</b>	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
<b>1b</b>	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
<b>1c</b>	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
<b>2b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note.</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
<b>3b</b>	If "Yes," has it filed a Form 990-T for this year? If "No," to line 3b, provide an explanation in Schedule O		
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
<b>4b</b>	If "Yes," enter the name of the foreign country: See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
<b>5b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
<b>5c</b>	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and does the organization solicit any contributions that were not tax deductible as charitable contributions?		X
<b>6b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(e)(2)(B).</b>		
<b>7a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
<b>7b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
<b>7c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
<b>7d</b>	If "Yes," indicate the number of Forms 8282 filed during the year		
<b>7e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
<b>7f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
<b>7g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
<b>7h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>9a</b>	Did the sponsoring organization make any taxable distributions under section 4966?		
<b>9b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>10a</b>	Initiation fees and capital contributions included on Part VIII, line 12		
<b>10b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>11a</b>	Gross income from members or shareholders		
<b>11b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?		
<b>12b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>13a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note.</b> See the instructions for additional information the organization must report on Schedule O.		
<b>13b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
<b>13c</b>	Enter the amount of reserves on hand		
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?		X
<b>14b</b>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		

Form 990 (2017)

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Form 990 (2017)

95-4649884 Page 6

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		1a	1b	9	Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year			9		
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.						
b	Enter the number of voting members included in line 1a, above, who are independent			9		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2				X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3				X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4				X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5				X
6	Did the organization have members or stockholders?	6				X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a				X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b				X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:					
a	The governing body?	8a	X			
b	Each committee with authority to act on behalf of the governing body?	8b	X			
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.	9				X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		10a	10b	11a	11b	12a	12b	12c	13	14	15a	15b	16a	16b
10a	Did the organization have local chapters, branches, or affiliates?								X					
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b												
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X											
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.	11b												
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X											
b	Were officers, directors, or trustees, and key employees required to disclose personal interests that could give rise to conflicts?	12b	X											
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	X											
13	Did the organization have a written whistleblower policy?	13	X											
14	Did the organization have a written document retention and destruction policy?	14	X											
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?													
a	The organization's CEO, Executive Director, or top management official	15a	X											
b	Other officers or key employees of the organization	15b	X											
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).														
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a											X	
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b												

**Section C. Disclosure**

- 17 List the states with which a copy of this Form 990 is required to be filed **CA**
- 18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website  Another's website  Upon request  Other (explain in Schedule O)
- 19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records: **THE ORGANIZATION - 714-892-5066**  
**250 E 1ST ST, NO. 1500, LOS ANGELES, CA 90012**

MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION

Form 990 (2017)

95-4649884 Page 7

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) DR. UMIT YAPENEL DIRECTOR	2.00	X					0.	0.	0.	
(2) DR CHARLOTTE BRIMMER DIRECTOR	2.00	X					0.	0.	0.	
(3) SAKEN SHERKHANOV PRESIDENT	2.00	X		X			0.	0.	0.	
(4) SANDRA COVARRUBIAS DIRECTOR	2.00	X					0.	0.	0.	
(5) SALIH DIKBAS DIRECTOR	2.00	X					0.	0.	0.	
(6) SHOHRAT GELDIYEV DIRECTOR	2.00	X					0.	0.	0.	
(7) DIANE GONZALEZ DIRECTOR	2.00	X					0.	0.	0.	
(8) HAIM BELIAK DIRECTOR	2.00	X					0.	0.	0.	
(9) SERDAR ORAZOV DIRECTOR	2.00	X					0.	0.	0.	
(10) CAPRICE YOUNG CEO	40.00			X			239,150.	0.	6,975.	
(11) NANIE MONTIJO CFO	40.00			X			175,277.	0.	31,562.	
(12) ALFREDO RUBALCAVA CEO	40.00			X			81,667.	0.	10,417.	
(13) KENYA JACKSON CHIEF ACADEMIC OFFICER	40.00				X		121,250.	0.	0.	
(14) SUAT ACAR CHIEF OPERATING OFFICE	40.00				X		130,417.	0.	33,069.	
(15) DAVID E YILMAZ CHIEF ACCOUNTABILITY OFFICER	40.00				X		121,000.	0.	27,717.	
(16) ERDINC ACAR REGIONAL DIRECTOR	40.00				X		121,063.	0.	31,823.	
(17) RASUL MONOSHEV IT DIRECTOR	40.00				X		108,625.	0.	17,383.	

**MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION**

Form 990 (2017)

95-4649884 Page 8

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
<b>1b Sub-total</b>							1,098,449.	0.	158,946.	
<b>c Total from continuation sheets to Part VII, Section A</b>							0.	0.	0.	
<b>d Total (add lines 1b and 1c)</b>							1,098,449.	0.	158,946.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **7**

	Yes	No
3 Did the organization list any <b>former</b> officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	X	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

**Section B. Independent Contractors**

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
21ST CENTURY STAFFING 11331 EAST 183RD, CERRITOS, CA 90703	EMPLOYMENT	446,973.
LAW OFFICES OF YOUNG MINNEY & CORR LLP, 655 UNIVERSITY AVE #150, SACRAMENTO, CA	LEGAL	218,916.
GARY LARSON, 1725 PIERCE ST SUITE 1, SAN FRANCISCO, CA 94115	COMMUNICATIONS	213,125.
EDUCATIONAL FACILITIES GROUP 3700 LATROBE ST, LOS ANGELES, CA 92660	RENT	212,407.
SNELL & WILMER 400 E VAN BUREN, PHOENIX, AZ 85004	LEGAL	171,602.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **8**

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Form 990 (2017)

95-4649884 Page 9

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1 a</b> Federated campaigns .....	<b>1a</b>					
	<b>b</b> Membership dues .....	<b>1b</b>					
	<b>c</b> Fundraising events .....	<b>1c</b>					
	<b>d</b> Related organizations .....	<b>1d</b>					
	<b>e</b> Government grants (contributions)	<b>1e</b>	48,307,562.				
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above .....	<b>1f</b>	581,004.				
	<b>g</b> Noncash contributions included in lines 1a-1f: \$						
	<b>h Total.</b> Add lines 1a-1f .....		48,888,566.				
<b>Program Service Revenue</b>	<b>2 a</b> _____		<b>Business Code</b>				
	<b>b</b> _____						
	<b>c</b> _____						
	<b>d</b> _____						
	<b>e</b> _____						
	<b>f</b> All other program service revenue .....						
	<b>g Total.</b> Add lines 2a-2f .....						
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts) .....						
	<b>4</b> Income from investment of tax-exempt bond proceeds .....						
	<b>5</b> Royalties .....						
	<b>6 a</b> Gross rents .....	(i) Real	(ii) Personal				
		<b>b</b> Less: rental expenses .....					
		<b>c</b> Rental income or (loss) .....					
		<b>d</b> Net rental income or (loss) .....					
	<b>7 a</b> Gross amount from sales of assets other than inventory .....	(i) Securities	(ii) Other				
		<b>b</b> Less: cost or other basis and sales expenses .....					
		<b>c</b> Gain or (loss) .....					
		<b>d</b> Net gain or (loss) .....					
	<b>8 a</b> Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18 .....	<b>a</b>					
		<b>b</b> Less: direct expenses .....	<b>b</b>				
		<b>c</b> Net income or (loss) from fundraising events .....					
	<b>9 a</b> Gross income from gaming activities. See Part IV, line 19 .....	<b>a</b>					
<b>b</b> Less: direct expenses .....		<b>b</b>					
<b>c</b> Net income or (loss) from gaming activities .....							
<b>10 a</b> Gross sales of inventory, less returns and allowances .....	<b>a</b>						
	<b>b</b> Less: cost of goods sold .....	<b>b</b>					
	<b>c</b> Net income or (loss) from sales of inventory .....						
<b>Miscellaneous Revenue</b>		<b>Business Code</b>					
<b>11 a</b> _____							
	<b>b</b> _____						
	<b>c</b> _____						
	<b>d</b> All other revenue .....						
	<b>e Total.</b> Add lines 11a-11d .....						
<b>12 Total revenue.</b> See instructions. ....			48,888,566.	0.	0.	0.	

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Form 990 (2017)

95-4649884 Page 10

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22 .....				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 .....				
4 Benefits paid to or for members .....				
5 Compensation of current officers, directors, trustees, and key employees .....	544,427.	369,150.	175,277.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) .....				
7 Other salaries and wages .....	19,140,706.	15,414,178.	3,726,528.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits .....	3,967,889.	3,183,143.	784,746.	
10 Payroll taxes .....	5,470,804.	4,387,162.	1,083,642.	
11 Fees for services (non-employees):				
a Management .....	16,296.		16,296.	
b Legal .....	554,450.		554,450.	
c Accounting .....	834,976.		834,976.	
d Lobbying .....				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees .....				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	2,068,626.		2,068,626.	
12 Advertising and promotion .....	132,614.		132,614.	
13 Office expenses .....	188,796.		188,796.	
14 Information technology .....	493,436.		493,436.	
15 Royalties .....				
16 Occupancy .....	2,613,954.		2,613,954.	
17 Travel .....	98,398.		98,398.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings .....	7,920.		7,920.	
20 Interest .....	492,468.		492,468.	
21 Payments to affiliates .....				
22 Depreciation, depletion, and amortization .....	767,959.		767,959.	
23 Insurance .....	223,263.		223,263.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <b>STUDENT SERVICES AND PR</b>	1,867,468.	1,867,468.		
b <b>STUDENT NUTRITION</b>	1,472,329.	1,472,329.		
c <b>BOOKS AND OTHER MATERIA</b>	426,368.	426,368.		
d <b>PROFESSIONAL DEVELOPMEN</b>	415,762.	415,762.		
e All other expenses _____	1,413,477.	432,413.	981,064.	
<b>25 Total functional expenses.</b> Add lines 1 through 24e	<b>43,212,386.</b>	<b>27,967,973.</b>	<b>15,244,413.</b>	<b>0.</b>
<b>26 Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here  if following SOP 98-2 (ASC 958-720)



**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Form 990 (2017)

95-4649884 Page 11

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash - non-interest-bearing .....	8,913,831.	<b>1</b>	13,516,040.
	<b>2</b> Savings and temporary cash investments .....		<b>2</b>	
	<b>3</b> Pledges and grants receivable, net .....		<b>3</b>	
	<b>4</b> Accounts receivable, net .....	3,194,412.	<b>4</b>	4,781,620.
	<b>5</b> Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L .....		<b>5</b>	
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L .....		<b>6</b>	
	<b>7</b> Notes and loans receivable, net .....		<b>7</b>	
	<b>8</b> Inventories for sale or use .....		<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges .....	1,620,157.	<b>9</b>	1,027,408.
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D .....	<b>10a</b> 26,746,011.		
	<b>b</b> Less: accumulated depreciation .....	<b>10b</b> 3,419,023.	22,493,305.	<b>10c</b> 23,326,988.
	<b>11</b> Investments - publicly traded securities .....		<b>11</b>	
	<b>12</b> Investments - other securities. See Part IV, line 11 .....		<b>12</b>	
	<b>13</b> Investments - program-related. See Part IV, line 11 .....		<b>13</b>	
	<b>14</b> Intangible assets .....		<b>14</b>	
	<b>15</b> Other assets. See Part IV, line 11 .....	64,690.	<b>15</b>	43,117.
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 34) .....	36,286,395.	<b>16</b>	42,695,173.	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses .....	3,212,491.	<b>17</b>	3,232,385.
	<b>18</b> Grants payable .....		<b>18</b>	
	<b>19</b> Deferred revenue .....	72,500.	<b>19</b>	
	<b>20</b> Tax-exempt bond liabilities .....		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D .....		<b>21</b>	
	<b>22</b> Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L .....		<b>22</b>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties .....		<b>23</b>	
	<b>24</b> Unsecured notes and loans payable to unrelated third parties .....	11,683,796.	<b>24</b>	12,904,668.
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D .....		<b>25</b>	
	<b>26 Total liabilities.</b> Add lines 17 through 25 .....	14,968,787.	<b>26</b>	16,137,053.
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.</b>			
	<b>27</b> Unrestricted net assets .....	21,317,608.	<b>27</b>	26,558,120.
	<b>28</b> Temporarily restricted net assets .....		<b>28</b>	
	<b>29</b> Permanently restricted net assets .....		<b>29</b>	
	<b>Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.</b>			
	<b>30</b> Capital stock or trust principal, or current funds .....		<b>30</b>	
	<b>31</b> Paid-in or capital surplus, or land, building, or equipment fund .....		<b>31</b>	
	<b>32</b> Retained earnings, endowment, accumulated income, or other funds .....		<b>32</b>	
<b>33</b> Total net assets or fund balances .....	21,317,608.	<b>33</b>	26,558,120.	
<b>34</b> Total liabilities and net assets/fund balances .....	36,286,395.	<b>34</b>	42,695,173.	

Form 990 (2017)

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Form 990 (2017)

95-4649884 Page 12

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	48,888,566.
2	Total expenses (must equal Part IX, column (A), line 25)	2	43,212,386.
3	Revenue less expenses. Subtract line 2 from line 1	3	5,676,180.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	21,317,608.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	-435,668.
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	26,558,120.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

- 1 Accounting method used to prepare the Form 990:  Cash  Accrual  Other \_\_\_\_\_  
If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.
- 2a Were the organization's financial statements compiled or reviewed by an independent accountant?  Yes  No  
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:  
 Separate basis  Consolidated basis  Both consolidated and separate basis
- b Were the organization's financial statements audited by an independent accountant?  Yes  No  
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:  
 Separate basis  Consolidated basis  Both consolidated and separate basis
- c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?  Yes  No  
If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.
- 3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?  Yes  No
- b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits

	Yes	No
1		
2a		X
2b	X	
2c	X	
3a		X
3b		

Form 990 (2017)

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.  
▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2017**

**Open to Public Inspection**

<b>Name of the organization</b> <b>MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION</b>	<b>Employer identification number</b> <b>95-4649884</b>
---	--

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2  A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9  An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: \_\_\_\_\_
- 10  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) not more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** and **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations \_\_\_\_\_

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
<b>Total</b>						

MAGNOLIA EDUCATIONAL AND RESEARCH

Schedule A (Form 990 or 990-EZ) 2017 FOUNDATION

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....						
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge .....						
<b>4 Total.</b> Add lines 1 through 3 .....						
<b>5</b> The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) .....						
<b>6 Public support.</b> Subtract line 5 from line 4.						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
<b>7</b> Amounts from line 4 .....						
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources .....						
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on .....						
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
<b>11 Total support.</b> Add lines 7 through 10						
<b>12</b> Gross receipts from related activities, etc. (see instructions) .....					12	
<b>13 First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> .....						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

<b>14</b> Public support percentage for 2017 (line 6, column (f) divided by line 11, column (f)) .....	14	%
<b>15</b> Public support percentage from 2016 Schedule A, Part II, line 14 .....	15	%
<b>16a 33 1/3% support test - 2017.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>b 33 1/3% support test - 2016.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>17a 10% -facts-and-circumstances test - 2017.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>b 10% -facts-and-circumstances test - 2016.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>18 Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions .....		<input type="checkbox"/>

MAGNOLIA EDUCATIONAL AND RESEARCH

Schedule A (Form 990 or 990-EZ) 2017 FOUNDATION

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....	62487084.	34357458.	47750213.	45577282.	48888566.	239060603
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose .....						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513 .....						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge .....						
<b>6 Total.</b> Add lines 1 through 5 .....	62487084.	34357458.	47750213.	45577282.	48888566.	239060603
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons .....						0.
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year .....						0.
<b>c</b> Add lines 7a and 7b .....						0.
<b>8 Public support.</b> (Subtract line 7c from line 6.)						239060603

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
<b>9</b> Amounts from line 6 .....	62487084.	34357458.	47750213.	45577282.	48888566.	239060603
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources .....						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 .....						
<b>c</b> Add lines 10a and 10b .....						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on .....						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.)	62487084.	34357458.	47750213.	45577282.	48888566.	239060603

**14 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2017 (line 8, column (f) divided by line 13, column (f)) .....	<b>15</b>	100.00 %
<b>16</b> Public support percentage from 2016 Schedule A, Part III, line 15 .....	<b>16</b>	100.00 %

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2017 (line 10c, column (f) divided by line 13, column (f)) .....	<b>17</b>	.00 %
<b>18</b> Investment income percentage from 2016 Schedule A, Part III, line 17 .....	<b>18</b>	%

**19a 33 1/3% support tests - 2017.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**b 33 1/3% support tests - 2016.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

MAGNOLIA EDUCATIONAL AND RESEARCH

Schedule A (Form 990 or 990-EZ) 2017 FOUNDATION

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
<b>1</b> Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
<b>2</b> Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
<b>3a</b> Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
<b>b</b> Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
<b>c</b> Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
<b>4a</b> Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
<b>b</b> Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organization.</i>		
<b>c</b> Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
<b>5a</b> Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
<b>b Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
<b>c Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
<b>6</b> Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
<b>7</b> Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
<b>8</b> Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
<b>9a</b> Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
<b>b</b> Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>c</b> Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>10a</b> Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
<b>b</b> Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

MAGNOLIA EDUCATIONAL AND RESEARCH

Schedule A (Form 990 or 990-EZ) 2017 FOUNDATION

**Part IV Supporting Organizations** (continued)

	Yes	No
<b>11</b> Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b> A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
<b>b</b> A family member of a person described in (a) above?		
<b>c</b> A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI.</i>		

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		

**Section D. All Type III Supporting Organizations**

	Yes	No
<b>1</b> Did the organization provide to each of its supported organizations, by the first day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>2</b> Were any of the organization's officers, directors, or trustees (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
<b>3</b> By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		

**Section E. Type III Functionally Integrated Supporting Organizations**

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
<b>a</b> <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
<b>b</b> <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
<b>c</b> <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
<b>2</b> Activities Test. Answer (a) and (b) below.		
<b>a</b> Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
<b>b</b> Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
<b>3</b> Parent of Supported Organizations. Answer (a) and (b) below.		
<b>a</b> Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>		
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		

MAGNOLIA EDUCATIONAL AND RESEARCH

Schedule A (Form 990 or 990-EZ) 2017 FOUNDATION

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI.) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	<b>Discount</b> claimed for blockage or other factors (explain in detail in <b>Part VI</b> ):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount see instructions)	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	

Section C - Distributable Amount		(A) Prior Year	Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990 or 990-EZ) 2017



MAGNOLIA EDUCATIONAL AND RESEARCH

Schedule A (Form 990 or 990-EZ) 2017 FOUNDATION

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in <b>Part VI</b> ). See instructions.	
7 <b>Total annual distributions.</b> Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in <b>Part VI</b> ). See instructions.	
9 Distributable amount for 2017 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2017	(iii) Distributable Amount for 2017
1 Distributable amount for 2017 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2017 (reasonable cause required- explain in <b>Part VI</b> ). See instructions.			
3 Excess distributions carryover, if any, to 2017			
<b>a</b>			
<b>b</b> From 2013			
<b>c</b> From 2014			
<b>d</b> From 2015			
<b>e</b> From 2016			
<b>f</b> <b>Total</b> of lines 3a through e			
<b>g</b> Applied to underdistributions of prior years			
<b>h</b> Applied to 2017 distributable amount			
<b>i</b> Carryover from 2012 not applied (see instructions)			
<b>j</b> Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2017 from Section D, line 7: \$			
<b>a</b> Applied to underdistributions of prior years			
<b>b</b> Applied to 2017 distributable amount			
<b>c</b> Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2017, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
6 Remaining underdistributions for 2017. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
7 <b>Excess distributions carryover to 2018.</b> Add lines 3j and 4c.			
8 Breakdown of line 7:			
<b>a</b> Excess from 2013			
<b>b</b> Excess from 2014			
<b>c</b> Excess from 2015			
<b>d</b> Excess from 2016			
<b>e</b> Excess from 2017			

Schedule A (Form 990 or 990-EZ) 2017

MAGNOLIA EDUCATIONAL AND RESEARCH

Schedule A (Form 990 or 990-EZ) 2017 FOUNDATION

95-4649884 Page 8

**Part VI**

**Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

DRAFT

Lined area for supplemental information input.

**Schedule B**

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

- ▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
- ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2017**

<b>Name of the organization</b> MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION	<b>Employer identification number</b> 95-4649884
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**Organization type** (check one):

**Filers of:**

**Section:**

Form 990 or 990-EZ

501(c)( 3 ) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

**Special Rules**

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ..... ▶ \$ \_\_\_\_\_

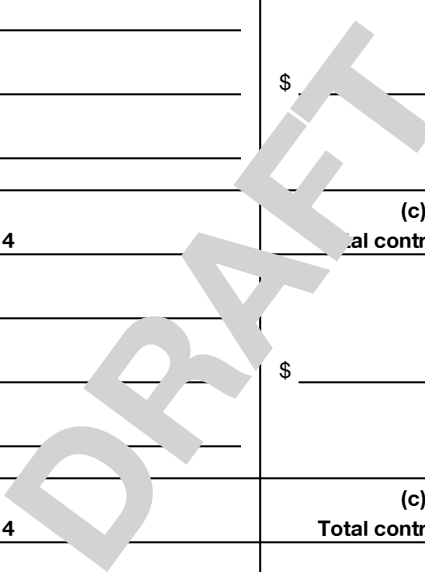
**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

LHA For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF. Schedule B (Form 990, 990-EZ, or 990-PF) (2017)

<b>Name of organization</b> MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION	<b>Employer identification number</b> 95-4649884
---	---

**Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

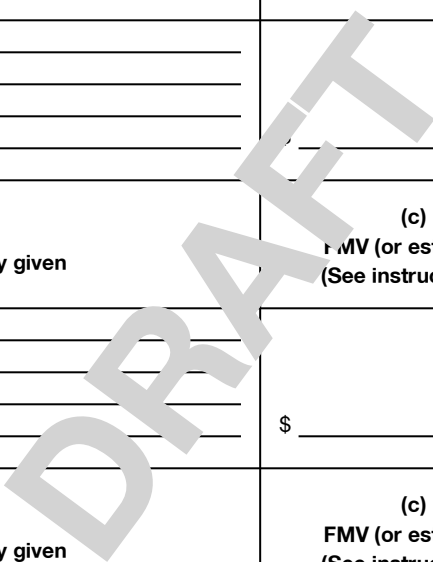
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	CALIFORNIA STATE DEPARTMENT OF EDUCATION  1430 N ST  SACRAMENTO, CA 95814	\$ 48,307,562.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)



<b>Name of organization</b> MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION	<b>Employer identification number</b> 95-4649884
--	---

**Part II Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____



<b>Name of organization</b> MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION	<b>Employer identification number</b> 95-4649884
--	---

**Part III** Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) ▶ \$ \_\_\_\_\_  
 Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

**SCHEDULE D**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**  
▶ **Attach to Form 990.**

▶ **Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.**

OMB No. 1545-0047

**2017**  
**Open to Public Inspection**

**Name of the organization** **MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION** **Employer identification number** **95-4649884**

**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year .....		
2 Aggregate value of contributions to (during year) .....		
3 Aggregate value of grants from (during year) .....		
4 Aggregate value at end of year .....		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**Part II Conservation Easements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).  
 Preservation of land for public use (e.g., recreation or education)  Preservation of a historically important land area  
 Protection of natural habitat  Preservation of a certified historic structure  
 Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements .....	2a
b Total acreage restricted by conservation easements .....	2b
c Number of conservation easements on a certified historic structure included in (a) .....	2c
d Number of conservation easements included in (c) acquired after 7/25/00 and not on a historic structure listed in the National Register .....	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ \_\_\_\_\_

4 Number of states where property subject to conservation easement is located ▶ \_\_\_\_\_

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? .....

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \_\_\_\_\_

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ \_\_\_\_\_

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? .....

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.** Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 .....

(ii) Assets included in Form 990, Part X .....

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 .....

b Assets included in Form 990, Part X .....

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990. Schedule D (Form 990) 2017

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Schedule D (Form 990) 2017

95-4649884 Page 2

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a  Public exhibition
  - b  Scholarly research
  - c  Preservation for future generations
  - d  Loan or exchange programs
  - e  Other \_\_\_\_\_
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- |                                 | Amount |
|---------------------------------|--------|
| c Beginning balance             | 1c     |
| d Additions during the year     | 1d     |
| e Distributions during the year | 1e     |
| f Ending balance                | 1f     |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial amount liability?  Yes  No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Form XIII

**Part V Endowment Funds.** Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line g, column (a)) held as:
- a Board designated or quasi-endowment  \_\_\_\_\_ %
  - b Permanent endowment  \_\_\_\_\_ %
  - c Temporarily restricted endowment  \_\_\_\_\_ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- |   | Yes    | No |
|---|--------|----|
| (i) unrelated organizations   | 3a(i)  |    |
| (ii) related organizations  | 3a(ii) |    |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? <input type="checkbox"/> | 3b     |    |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings		22,185,726.	1,378,653.	20,807,073.
c Leasehold improvements		384,879.	384,678.	201.
d Equipment				
e Other		4,175,406.	1,655,692.	2,519,714.
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				23,326,988.

Schedule D (Form 990) 2017



**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Schedule D (Form 990) 2017

95-4649884 Page 3

**Part VII Investments - Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives .....		
(2) Closely-held equity interests .....		
(3) Other .....		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

**Part VIII Investments - Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

Schedule D (Form 990) 2017

MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION

Schedule D (Form 990) 2017

95-4649884 Page 4

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d		2e
3	Subtract line 2e from line 1		3
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b		4c
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d		2e
3	Subtract line 2e from line 1		3
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b		4c
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part VIII, line 8.)		5

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1 and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

**PART X, LINE 2:**

MERF HAS ADOPTED FINANCIAL ACCOUNTING STANDARDS BOARD (FASB) ACCOUNTING STANDARDS CODIFICATION (ASC) TOPIC 740 THAT CLARIFIES THE ACCOUNTING FOR UNCERTAINTY IN TAX POSITIONS TAKEN OR EXPECTED TO BE TAKEN ON A TAX RETURN AND PROVIDES THAT THE TAX EFFECTS FROM AN UNCERTAIN TAX POSITION CAN BE RECOGNIZED IN THE CONSOLIDATED FINANCIAL STATEMENTS ONLY IF, BASED ON ITS MERITS, THE POSITION IS MORE LIKELY THAN NOT TO BE SUSTAINED ON AUDIT BY THE TAXING AUTHORITIES. MERF MANAGEMENT HAS DETERMINED THAT ALL INCOME TAX POSITIONS ARE MORE LIKELY THAN NOT OF BEING SUSTAINED UPON POTENTIAL AUDIT OR EXAMINATION; THEREFORE, NO DISCLOSURES OF UNCERTAIN INCOME TAX POSITIONS ARE REQUIRED.

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Schedule D (Form 990) 2017

95-4649884 Page 5

**Part XIII Supplemental Information** *(continued)*

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**SCHEDULE J  
(Form 990)**

**Compensation Information**

OMB No. 1545-0047

**2017**

Open to Public Inspection

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees  
 ▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.  
 ▶ Attach to Form 990.  
 ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury  
Internal Revenue Service

Name of the organization **MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION** Employer identification number **95-4649884**

**Part I Questions Regarding Compensation**

**1a** Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- |  |   |
|--|---|
| <input type="checkbox"/> First-class or charter travel             | <input type="checkbox"/> Housing allowance or residence for personal use    |
| <input type="checkbox"/> Travel for companions                     | <input type="checkbox"/> Payments for business use of personal residence    |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees      |
| <input type="checkbox"/> Discretionary spending account            | <input type="checkbox"/> Personal services (such as, maid, chauffeur, chef) |

**b** If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

**2** Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

**3** Indicate which, if any, of the following the filing organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used only by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- |  |   |
|--|---|
| <input type="checkbox"/> Compensation committee              | <input checked="" type="checkbox"/> Written employment contract                     |
| <input type="checkbox"/> Independent compensation consultant | <input type="checkbox"/> Compensation survey or study                               |
| <input type="checkbox"/> Form 990 of other organizations     | <input checked="" type="checkbox"/> Approval by the board or compensation committee |

**4** During the year, did any person listed on Form 990, Part VII, Section A, line 1a, receive any payment from the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment?
- b** Participate in, or receive payment from, a supplemental nonqualified retirement plan?
- c** Participate in, or receive payment from, an equity-based compensation arrangement?
- If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

**Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.**

**5** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization?
- b** Any related organization?
- If "Yes" on line 5a or 5b, describe in Part III.

**6** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization?
- b** Any related organization?
- If "Yes" on line 6a or 6b, describe in Part III.

**7** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III

**8** Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

**9** If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

	Yes	No
1b		
2		
4a		X
4b		X
4c		X
5a		X
5b		X
6a		X
6b		X
7		X
8		X
9		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2017

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

95-4649884

Schedule J (Form 990) 2017

**Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees.** Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

**Note:** The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) CAPRICE YOUNG CEO	(i)	239,150.	0.	0.	6,975.	0.	246,125.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(2) NANIE MONTIJO CFO	(i)	175,277.	0.	0.	25,742.	5,820.	206,839.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(3) SUAT ACAR CHIEF OPERATING OFFICE	(i)	130,417.	0.	0.	17,452.	15,617.	163,486.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(4) ERDINC ACAR REGIONAL DIRECTOR	(i)	121,063.	0.	0.	16,206.	15,617.	152,886.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

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**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Schedule J (Form 990) 2017

95-4649884

Page 3

**Part III Supplemental Information**

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

DRAFT

**SCHEDULE O**  
**(Form 990 or 990-EZ)**Department of the Treasury  
Internal Revenue Service**Supplemental Information to Form 990 or 990-EZ**Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2017**Open to Public  
Inspection

Name of the organization	<b>MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION</b>	Employer identification number	<b>95-4649884</b>
--------------------------	---	--------------------------------	-------------------

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

SCHOOLS SERVING 3,900 STUDENTS THROUGHOUT CALIFORNIA DEDICATED TO  
INSPIRING STUDENTS TO CHOOSE CAREER PATHS IN SCIENCE, TECHNOLOGY,  
ENGINEERING, AND MATH (STEM), WHILE PROVIDING A ROBUST, STANDARDS-BASED  
EDUCATION PROGRAM WITHIN A SUPPORTIVE CULTURE OF EXCELLENCE.

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

DISTRICT (4), LOS ANGELES COUNTY OFFICE OF EDUCATION (4), SAN DIEGO  
UNIFIED SCHOOL DISTRICT (1) AND THE CALIFORNIA DEPARTMENT OF EDUCATION  
(1). FOR MORE THAN 15 YEARS, MPS HAS DELIVERED HIGH-QUALITY EDUCATION  
EMPHASIZING SCIENCE, TECHNOLOGY, ENGINEERING, ARTS AND MATH. U.S. NEWS  
AND WORLD REPORT AND THE WASHINGTON POST RANK MPS SCIENCE ACADEMIES  
AMONG THE TOP SCHOOLS IN THE COUNTRY.

FORM 990, PART VI, SECTION B, LINE 11B:

OFFICERS REVIEWED THE RETURN AND WILL SHARE WITH THE BOARD AT THE NEXT  
REGULARLY SCHEDULED MEETING.

FORM 990, PART VI, SECTION B, LINE 12C:

ALL BOARD MEMBERS, EXECUTIVE STAFF AND PRINCIPALS ARE REQUIRED TO SUBMIT  
REPORTS THAT DOCUMENT ANY POSSIBLE CONFLICTS OF INTEREST USING THE FORM 700  
AS REQUIRED BY OUR OVERSIGHT AGENCY.

FORM 990, PART VI, SECTION B, LINE 15:

THE COMPENSATION COMMITTEE WHICH IS A SUBCOMMITTEE OF THE BOARD OF  
DIRECTORS SETS THE COMPENSATION FOR THE TOP OFFICIALS. KEY EMPLOYEE

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2017)

732211 09-07-17

Name of the organization <b>MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION</b>	Employer identification number <b>95-4649884</b>
--	---

COMPENSATION IS SET BY THE CEO.

FORM 990, PART VI, SECTION C, LINE 18:

ALL TAX RETURNS ARE MAINTAINED AT THE CORPORATE OFFICE AND ARE AVAILABLE UPON REQUEST.

FORM 990, PART VI, SECTION C, LINE 19:

ALL GOVERNING DOCUMENTS ARE MAINTAINED AT THE CORPORATE OFFICE AND ARE AVAILABLE UPON REQUEST.

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**SCHEDULE R  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Related Organizations and Unrelated Partnerships**

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.

▶ Attach to Form 990.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2017**

Open to Public Inspection

Name of the organization **MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION** Employer identification number **95-4649884**

**Part I Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

**Part II Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
MAGNOLIA PROPERTY MANAGEMENT - 45-4683724 250 E FIRST ST LOS ANGELES, CA 90012	EDUCATIONAL FACILITIES	CALIFORNIA	501(C)(3)	LINE 11			X

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) 2017

**MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION**

Schedule R (Form 990) 2017

95-4649884 Page 2

**Part III Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	

**Part IV Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Schedule R (Form 990) 2017

95-4649884 Page 3

**Part V Transactions With Related Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

**Note:** Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

**1** During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?

	Yes	No
<b>a</b> Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity .....		X
<b>b</b> Gift, grant, or capital contribution to related organization(s) .....		X
<b>c</b> Gift, grant, or capital contribution from related organization(s) .....		X
<b>d</b> Loans or loan guarantees to or for related organization(s) .....		X
<b>e</b> Loans or loan guarantees by related organization(s) .....		X
<b>f</b> Dividends from related organization(s) .....		X
<b>g</b> Sale of assets to related organization(s) .....		X
<b>h</b> Purchase of assets from related organization(s) .....		X
<b>i</b> Exchange of assets with related organization(s) .....		X
<b>j</b> Lease of facilities, equipment, or other assets to related organization(s) .....		X
<b>k</b> Lease of facilities, equipment, or other assets from related organization(s) .....		X
<b>l</b> Performance of services or membership or fundraising solicitations for related organization(s) .....		X
<b>m</b> Performance of services or membership or fundraising solicitations by related organization(s) .....		X
<b>n</b> Sharing of facilities, equipment, mailing lists, or other assets with related organization(s) .....		X
<b>o</b> Sharing of paid employees with related organization(s) .....		X
<b>p</b> Reimbursement paid to related organization(s) for expenses .....		X
<b>q</b> Reimbursement paid by related organization(s) for expenses .....		X
<b>r</b> Other transfer of cash or property to related organization(s) .....		X
<b>s</b> Other transfer of cash or property from related organization(s) .....		X

**2** If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Schedule R (Form 990) 2017

95-4649884 Page 4

**Part VI Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners sec. 501(c)(3) orgs.?		(f) Share of total income	(g) Share of end-of-year assets	(h) Dispropor- tionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
				Yes	No			Yes	No		Yes	No	

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Schedule R (Form 990) 2017

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Schedule R (Form 990) 2017

95-4649884 Page 5

**Part VII Supplemental Information.**

Provide additional information for responses to questions on Schedule R. See instructions.

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Form **8868**  
(Rev. January 2017)

# Application for Automatic Extension of Time To File an Exempt Organization Return

OMB No. 1545-1709

Department of the Treasury  
Internal Revenue Service

► **File a separate application for each return.**

► **Information about Form 8868 and its instructions is at [www.irs.gov/form8868](http://www.irs.gov/form8868).**

**Electronic filing (e-file).** You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit [www.irs.gov/efile](http://www.irs.gov/efile), click on Charities & Non-Profits, and click on e-file for Charities and Non-Profits.

**Automatic 6-Month Extension of Time.** Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

		Enter filer's identifying number
Type or print  File by the due date for filing your return. See instructions.	Name of exempt organization or other filer, see instructions. <b>MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION</b>	Employer identification number (EIN) or  <b>95-4649884</b>
	Number, street, and room or suite no. If a P.O. box, see instructions. <b>250 E 1ST ST, NO. 1500</b>	Social security number (SSN)
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. <b>LOS ANGELES, CA 90012</b>	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 522	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form	12

**THE ORGANIZATION**

- The books are in the care of ► **250 E 1ST ST, NO. 1500 - LOS ANGELES, CA 90012**  
Telephone No. ► **714-892-5066** Tax No. ► \_\_\_\_\_
- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Extension Number (GEN) \_\_\_\_\_. If this is for the whole group, check this box . If it is for part of the group, check this box  and attach a list with the names and EINs of all members the extension is for.

**1** I request an automatic 6-month extension of time until **MAY 15, 2019**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:

- calendar year \_\_\_\_\_ or
- tax year beginning **JUL 1, 2017**, and ending **JUN 30, 2018**.

**2** If the tax year entered in line 1 is for less than 12 months, check reason:  Initial return  Final return  Change in accounting period

<b>3a</b> If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	<b>3a</b>	\$	0.
<b>b</b> If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	<b>3b</b>	\$	0.
<b>c Balance due.</b> Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	<b>3c</b>	\$	0.

**Caution:** If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions.**

Form **8868** (Rev. 1-2017)

Caution: Forms printed from within Adobe Acrobat products may not meet IRS or state taxing agency specifications. When using Acrobat 5.x products, uncheck the "Shrink oversized pages to page size" and uncheck the "Expand small pages to paper size" options, in the Adobe "Print" dialog. When using Acrobat 6.x and later products versions, select "None" in the "PageScaling" selection box in the Adobe "Print" dialog.

STATE COPY

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TAXABLE YEAR  
**2017**

**California Exempt Organization  
Annual Information Return**

728941 12-06-17  
FORM

**199**

Calendar Year 2017 or fiscal year beginning (mm/dd/yyyy) **07/01/2017**, and ending (mm/dd/yyyy) **06/30/2018**

Corporation/Organization name  
**MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION**

California corporation number  
**2017318**

Additional information. See instructions.  
FEIN  
**95-4649884**

Street address (suite or room)  
**250 E 1ST ST, NO. 1500**

City  
**LOS ANGELES**

State  
**CA**

ZIP code  
**90012**

Foreign country name  
Foreign province/state/county  
Foreign postal code

**A** First Return  Yes  No

**B** Amended Return  Yes  No

**C** IRC Section 4947(a)(1) trust  Yes  No

**D** Final Information Return?  
 Dissolved  Surrendered (Withdrawn)  Merged/Reorganized  
 Enter date: (mm/dd/yyyy)

**E** Check accounting method: (1)  Cash (2)  Accrual (3)  Other

**F** Federal return filed? (1)  990T (2)  990PF (3)  Sch H (990) (4)  Other 990 series

**G** Is this a group filing? See instructions  Yes  No

**H** Is this organization in a group exemption  Yes  No  
If "Yes," what is the parent's name?

**I** Did the organization have any changes to its guidelines not reported to the FTB? See instructions  Yes  No

**J** If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions.  Yes  No

**K** Is the organization exempt under R&TC Section 23701g?  Yes  No  
If "Yes," enter the gross receipts from nonmember sources \$ \_\_\_\_\_

**L** If organization is exempt under R&TC Section 23701d and meets the filing requirement, check box. No filing fee is required.

**M** Is the organization a Limited Liability Company?  Yes  No

**N** Did the organization file Form 100 or Form 109 to report taxable income?  Yes  No

**O** Is the organization under audit by the IRS or has the IRS audited in the year?  Yes  No

**P** Is federal tax 1023/1024 pending?  Yes  No

**Part I Complete Part I unless not required to file this form. See General Information B and C.**

<b>Receipts and Revenues</b>	1	Gross sales or receipts from other sources. From Side 2, Part III, line C	1	00
	2	Gross dues and assessments from members and affiliates	2	00
	3	Gross contributions, gifts, grants, and similar amounts received Total gross receipts for filing requirement test. Add line 1 through line 2. This line must be completed. If the result is less than \$50,000, see General Information B	3	48,888,566.00
	4	STMT 1	4	48,888,566.00
	5	Cost of goods sold	5	00
	6	Cost or other basis, and sales expenses of assets sold	6	00
	7	Total costs. Add line 5 and line 6	7	00
	8	Total gross income. Subtract line 7 from line 4	8	48,888,566.00
<b>Expenses</b>	9	Total expenses and disbursements. From Side 2, Part II, line 18	9	43,212,386.00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	10	5,676,180.00
<b>Filing Fee</b>	11	Total payments	11	00
	12	Use tax. See General Information K	12	00
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11	13	00
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12	14	00
	15	Filing fee \$10 or \$25. See General Information F	15	10.00
16	Penalties and Interest. See General Information J	16	00	
17	<b>Balance due.</b> Add line 12, line 15, and line 16. Then subtract line 11 from the result	17	10.00	

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer **CFO** Title Date  Telephone

Preparer's signature Date Check if self-employed  **P01385220**  PTIN

**Paid Preparer's Use Only**

Firm's name (or yours, if self-employed) and address **VAVRINEK, TRINE, DAY & CO., LLP** **10681 FOOTHILL BLVD SUITE 300** **RANCHO CUCAMONGA, CA 91730** **95-2648289**  FEIN **909-466-4410**  Telephone

May the FTB discuss this return with the preparer shown above? See instructions  Yes  No



**Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.**

<b>Receipts from Other Sources</b>	1	Gross sales or receipts from all business activities. See instructions	•	1	00
	2	Interest	•	2	00
	3	Dividends	•	3	00
	4	Gross rents	•	4	00
	5	Gross royalties	•	5	00
	6	Gross amount received from sale of assets (See Instructions)	•	6	00
	7	Other income	•	7	00
	8	<b>Total</b> gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	•	8	00
	9	Contributions, gifts, grants, and similar amounts paid	•	9	00
	10	Disbursements to or for members	•	10	00
	11	Compensation of officers, directors, and trustees	•	11	544,427.00
	12	Other salaries and wages	•	12	19,140,706.00
	13	Interest	•	13	492,468.00
	14	Taxes	•	14	5,470,804.00
	15	Rents	•	15	2,613,954.00
	16	Depreciation and depletion (See instructions)	•	16	767,959.00
	17	Other Expenses and Disbursements	•	17	14,182,068.00
	18	<b>Total</b> expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	•	18	43,212,386.00

<b>Schedule L Balance Sheet</b>		Beginning of taxable year		End of taxable year	
		(a)	(b)	(c)	(d)
<b>Assets</b>					
1	Cash		8,913,831.		13,516,040.
2	Net accounts receivable		3,194,412.		4,781,620.
3	Net notes receivable				
4	Inventories				
5	Federal and state government obligations				
6	Investments in other bonds				
7	Investments in stock				
8	Mortgage loans				
9	Other investments				
10	<b>a</b> Depreciable assets	24,367,539.		26,746,011.	
	<b>b</b> Less accumulated depreciation	( 2,874,334. )	21,493,205.	( 3,419,023. )	23,326,988.
11	Land		1,000,100.		
12	Other assets <b>STMT 4</b>		1,684,847.		1,070,525.
13	<b>Total assets</b>		36,286,395.		42,695,173.
<b>Liabilities and net worth</b>					
14	Accounts payable		3,212,491.		3,232,385.
15	Contributions, gifts, or grants payable				
16	Bonds and notes payable				
17	Mortgages payable				
18	Other liabilities <b>STMT 5</b>		11,756,296.		12,904,668.
19	Capital stock or principal fund				
20	Paid-in or capital surplus. Attach reconciliation				
21	Retained earnings or income fund		21,317,608.		26,558,120.
22	<b>Total liabilities and net worth</b>		36,286,395.		42,695,173.

<b>Schedule M-1 Reconciliation of income per books with income per return</b>			
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000.			
1	Net income per books	•	5,676,180.
2	Federal income tax	•	
3	Excess of capital losses over capital gains	•	
4	Income not recorded on books this year	•	
5	Expenses recorded on books this year not deducted in this return	•	
6	<b>Total.</b> Add line 1 through line 5	•	5,676,180.
7	Income recorded on books this year not included in this return	•	
8	Deductions in this return not charged against book income this year	•	
9	<b>Total.</b> Add line 7 and line 8	•	
10	<b>Net income per return.</b> Subtract line 9 from line 6	•	5,676,180.

MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDA

95-4649884

CA 199

CASH CONTRIBUTIONS  
INCLUDED ON PART I, LINE 3

STATEMENT 1

<u>CONTRIBUTOR'S NAME</u>	<u>CONTRIBUTOR'S ADDRESS</u>	<u>DATE OF GIFT</u>	<u>AMOUNT</u>
CALIFORNIA STATE DEPARTMENT OF EDUCATION	1430 N ST SACRAMENTO, CA 95814	07/01/17	48,307,562.
TOTAL INCLUDED ON LINE 3			<u>48,307,562.</u>

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MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION95-4649884CA 199 COMPENSATION OF OFFICERS, DIRECTORS AND TRUSTEES STATEMENT 2

<u>NAME AND ADDRESS</u>	<u>TITLE AND AVERAGE HRS WORKED/WK</u>	<u>COMPENSATION</u>
DR. UMIT YAPENEL 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	DIRECTOR 2.00	0.
DR CHARLOTTE BRIMMER 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	DIRECTOR 2.00	0.
SAKEN SHERKHANOV 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	PRESIDENT 2.00	0.
SANDRA COVARRUBIAS 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	DIRECTOR 2.00	0.
SALIH DIKBAS 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	DIRECTOR 2.00	0.
SHOHRAT GELDIYEV 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	DIRECTOR 2.00	0.
DIANE GONZALEZ 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	DIRECTOR 2.00	0.
HAIM BELIAK 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	DIRECTOR 2.00	0.
SERDAR ORAZOV 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	DIRECTOR 2.00	0.
CAPRICE YOUNG 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	CEO 40.00	239,150.
NANIE MONTIJO 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	CFO 40.00	175,277.

MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDA95-4649884

ALFREDO RUBALCAVA 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	CEO 40.00	130,000.
KENYA JACKSON 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	CHIEF ACADEMIC OFFICER 40.00	0.
SUAT ACAR 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	CHIEF OPERATING OFFICE 40.00	0.
DAVID E YILMAZ 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	CHIEF ACCOUNTABILITY OFFIC 40.00	0.
ERDINC ACAR 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	REGIONAL DIRECTOR 40.00	0.
RASUL MONOSHEV 250 E 1ST ST, NO. 1500 LOS ANGELES, CA 90012	IT DIRECTOR 40.00	0.
TOTAL TO FORM 199, PART II, LINE 11		<u>544,427.</u>

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MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDA

95-4649884

CA 199

OTHER EXPENSES

STATEMENT 3

<u>DESCRIPTION</u>	<u>AMOUNT</u>
STUDENT SERVICES AND PR	1,867,468.
STUDENT NUTRITION	1,472,329.
BOOKS AND OTHER MATERIA	426,368.
PROFESSIONAL DEVELOPMEN	415,762.
OTHER EMPLOYEE BENEFITS	3,967,889.
MANAGEMENT FEES	16,296.
LEGAL FEES	554,450.
ACCOUNTING FEES	834,976.
OTHER PROFESSIONAL FEES	2,068,626.
ADVERTISING AND PROMOTION	132,614.
OFFICE EXPENSES	188,796.
INFORMATION TECHNOLOGY	493,436.
TRAVEL	98,398.
CONFERENCES AND CONVENTIONS	7,920.
INSURANCE	223,263.
ALL OTHER EXPENSES	1,413,477.
TOTAL TO FORM 199, PART II, LINE 17	14,182,068.

CA 199

OTHER ASSETS

STATEMENT 4

<u>DESCRIPTION</u>	<u>BEG. OF YEAR</u>	<u>END OF YEAR</u>
PREPAID EXPENSES AND DEFERRED CHARGES	1,620,157.	1,027,408.
SECURITY DEPOSITS	64,690.	43,117.
TOTAL TO FORM 199, SCHEDULE L, LINE 12	1,684,847.	1,070,525.

CA 199

OTHER LIABILITIES

STATEMENT 5

<u>DESCRIPTION</u>	<u>BEG. OF YEAR</u>	<u>END OF YEAR</u>
DEFERRED REVENUE	72,500.	0.
UNSECURED NOTES AND LOANS PAYABLE	11,683,796.	12,904,668.
TOTAL TO FORM 199, SCHEDULE L, LINE 18	11,756,296.	12,904,668.

MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDA

95-4649884

CA 199

FUND BALANCES

STATEMENT 6

<u>DESCRIPTION</u>	<u>BEG. OF YEAR</u>	<u>END OF YEAR</u>
UNRESTRICTED ASSETS	21,317,608.	26,558,120.
TOTAL TO FORM 199, SCHEDULE L, LINE 21	21,317,608.	26,558,120.

DRAFT

TAXABLE YEAR  
**2017**

**Corporation Depreciation and Amortization**

CALIFORNIA FORM  
**3885**

Attach to Form 100 or Form 100W.

**FORM 199**

**FEIN 95-4649884**

Corporation name

**MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION**

California corporation number

**2017318**

**Part I Election To Expense Certain Property Under IRC Section 179**

1	Maximum deduction under IRC Section 179 for California	1	\$25,000
2	Total cost of IRC Section 179 property placed in service	2	
3	Threshold cost of IRC Section 179 property before reduction in limitation	3	\$200,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for taxable year. Subtract line 4 from line 1. If zero or less, enter -0-	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property (elected IRC Section 179 cost)	7	
8	Total elected cost of IRC Section 179 property. Add amounts in column (c), line 6 and line 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from prior taxable years	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	
12	IRC Section 179 expense deduction. Add line 9 and line 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2018. Add line 9 and line 10, less line 12	13	

**Part II Depreciation and Election of Additional First Year Depreciation Deduction Under R&TC Section 24356**

(a) Description property	(b) Date acquired (mm/dd/yyyy)	(c) Cost or other basis	(d) Depreciation allowed or allowable in earlier years	(e) Depreciation rate	(f) Life or rate	(g) Depreciation for this year	(h) Additional first year depreciation
14							
SEE STATEMENT	7	26,746,011.	2,651,064.				
15	Add the amounts in column (g) and column (h). The total of column (g) and (h) may not exceed \$2,000. See instructions for line 14, column (h)					15	767,959.

**Part III Summary**

16	Total: If the corporation is electing: IRC Section 179 expense, add the amount on line 12 and line 15, column (g); or Additional first year depreciation under R&TC Section 24356, add the amounts on line 15, columns (g) and (h), or Depreciation (if no election is made), enter the amount from line 15, column (g)	16	767,959.
17	Total depreciation claimed for federal purposes from federal Form 4562, line 22	17	767,959.
18	Depreciation adjustment. If line 17 is greater than line 16, enter the difference here and on Form 100 or Form 100W, Side 1, line 6. If line 17 is less than line 16, enter the difference here and on Form 100 or Form 100W, Side 2, line 12. (If California depreciation amounts are used to determine net income before state adjustments on Form 100 or Form 100W, no adjustment is necessary.)	18	0.

**Part IV Amortization**

(a) Description of property	(b) Date acquired (mm/dd/yyyy)	(c) Cost or other basis	(d) Amortization allowed or allowable in earlier years	(e) R&TC section (see instructions)	(f) Period or percentage	(g) Amortization for this year	
19							
20	Total. Add the amounts in column (g)					20	
21	Total amortization claimed for federal purposes from federal Form 4562, line 44					21	
22	Amortization adjustment. If line 21 is greater than line 20, enter the difference here and on Form 100 or Form 100W, Side 1, line 6. If line 21 is less than line 20, enter the difference here and on Form 100 or Form 100W, Side 2, line 12					22	

MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDA95-4649884

CA 3885

## DEPRECIATION

STATEMENT 7

ASSET NO./ DESCRIPTION	DATE IN SERVICE	COST OR BASIS	PRIOR DEPR	METHOD	LIFE	DEPRE- CIATION	BONUS
2 BUILDING IMPROVEMENTS	06/30/14	22,185,726.	809,788.	SL	39.00	568,865.	
3 LEASEHOLD IMPROVEMENTS	01/01/10	384,879.	374,818.	SL	39.00	9,860.	
4 COMPUTER AND EQUIPMENT	01/01/10	2,775,055.	1,466,458.	SL	5.00	189,234.	
5 WORK IN PROGRESS	06/30/15	1,400,351.			.000	0.	
TOTAL TO FORM 3885		<u>26,746,011.</u>	<u>2,651,064.</u>			<u>767,959.</u>	

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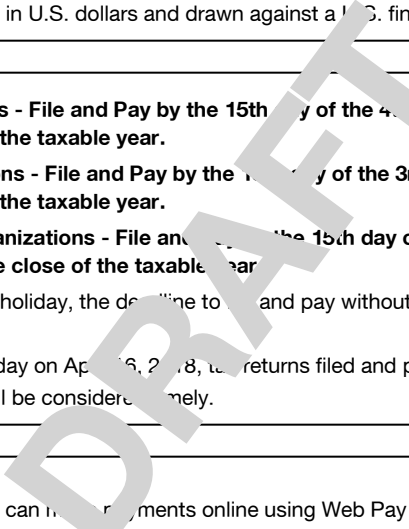
### Voucher at bottom of page.

**DO NOT MAIL A PAPER COPY OF THE CORPORATE OR EXEMPT ORGANIZATION TAX RETURN WITH THE PAYMENT VOUCHER.**  
If the amount of payment is zero, do not mail this voucher.

**WHERE TO FILE:** Using black or blue ink, make check or money order payable to the "Franchise Tax Board." Write the corporation number or FEIN and "2017 FTB 3586" on the check or money order. Detach voucher below. Enclose, but **do not** staple, payment with voucher and mail to:  
**FRANCHISE TAX BOARD  
PO BOX 942857  
SACRAMENTO CA 94257-0531**  
Make all checks or money orders payable in U.S. dollars and drawn against a U.S. financial institution.

**WHEN TO FILE:**  
**Corporations - File and Pay by the 15th day of the 4th month following the close of the taxable year.**  
**S corporations - File and Pay by the 15th day of the 3rd month following the close of the taxable year.**  
**Exempt organizations - File and Pay by the 15th day of the 5th month following the close of the taxable year.**  
When the due date falls on a weekend or holiday, the deadline to file and pay without penalty is extended to the next business day.  
Due to the federal Emancipation Day holiday on April 6, 2018, tax returns filed and payments mailed or submitted on April 17, 2018, will be considered timely.

**ONLINE SERVICES:** Corporations can make payments online using Web Pay for Businesses. Corporations can make an immediate payment or schedule payments up to a year in advance. Go to [ftb.ca.gov/pay](http://ftb.ca.gov/pay) for more information.



739035 11-29-17

--- DETACH HERE --- IF NO PAYMENT IS DUE, DO NOT MAIL THIS VOUCHER --- DETACH HERE ---

**CAUTION:** You may be required to pay electronically, see instructions.

TAXABLE YEAR **2017** **Payment Voucher for Corporations and Exempt Organizations e-filed Returns**

CALIFORNIA FORM  
**3586 (e-file)**

0000000 MAGN 95-4649884 2017318 17 FORM 3  
TYB 07-01-2017 TYE 06-30-2018  
MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION

250 E 1ST ST NO 1500  
LOS ANGELES CA 90012

(714) 892-5066

Amount of Payment 10.

022  
Date Accepted \_\_\_\_\_

**DO NOT MAIL THIS FORM TO THE FTB**

TAXABLE YEAR  
**2017**

**California e-file Return Authorization for Exempt Organizations**

FORM  
**8453-EO**

Exempt Organization name <b>MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION</b>	Identifying number <b>95-4649884</b>
---	---

**Part I Electronic Return Information** (whole dollars only)

<b>1</b> Total gross receipts (Form 199, line 4)	<b>1</b> 48,888,566.00
<b>2</b> Total gross income (Form 199, line 8)	<b>2</b> 48,888,566.00
<b>3</b> Total expenses and disbursements (Form 199, line 9)	<b>3</b> 43,212,386.00

**Part II Settle Your Account Electronically for Taxable Year 2017**

<b>4</b> <input type="checkbox"/> Electronic funds withdrawal	<b>4a</b> Amount	<b>4b</b> Withdrawal date (mm/dd/yyyy)
---	------------------	--

**Part III Banking Information** (Have you verified the exempt organization's banking information?)

<b>5</b> Routing number _____	<b>7</b> Type of account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
<b>6</b> Account number _____	

**Part IV Declaration of Officer**

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, Box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2017 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **In the event of a processing delay of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay.**

**Sign Here** Signature of officer \_\_\_\_\_ Date \_\_\_\_\_ **CFO**

**Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer**

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2017 e-file Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

<b>ERO</b> ERO's signature	Date	Check if also paid preparer <input checked="" type="checkbox"/>	Check if self-employed <input type="checkbox"/>	ERO's PTIN <b>P01385220</b>
<b>Must Sign</b> Firm's name (or yours if self-employed) and address	<b>VAVRINEK, TRINE, DAY &amp; CO., LLP</b> <b>10681 FOOTHILL BLVD SUITE 300</b> <b>RANCHO CUCAMONGA, CA</b>			FEIN <b>95-2648289</b> ZIP code <b>91730</b>

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

<b>Paid Preparer</b> Paid preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Paid preparer's PTIN
<b>Must Sign</b> Firm's name (or yours if self-employed) and address	FEIN ZIP code		

For Privacy Notice, get FTB 1131 ENG/SP.

FTB 8453-EO 2017

**MAIL TO:**  
 Registry of Charitable Trusts  
 P.O. Box 903447  
 Sacramento, CA 94203-4470  
 (916) 210-6400

**WEB SITE ADDRESS:**  
[www.ag.ca.gov/charities/](http://www.ag.ca.gov/charities/)

**ANNUAL  
 REGISTRATION RENEWAL FEE REPORT  
 TO ATTORNEY GENERAL OF CALIFORNIA**

Section 12586 and 12587, California Government Code  
 11 Cal. Code Regs. section 301-307, 311 and 312

Failure to submit this report annually no later than the 15th day of the 5th month after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties as defined in Government Code section 12586.1. IRS extensions will be honored.

State Charity Registration Number: <b>CT 108570</b>  <b>MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION</b> <small>Name of Organization</small>  <b>250 E 1ST ST, NO. 1500</b> <small>Address (Number and Street)</small>  <b>LOS ANGELES, CA 90012</b> <small>City or Town, State and ZIP Code</small>	Check if: <input type="checkbox"/> Change of address  <input type="checkbox"/> Amended report  Corporate or Organization No. <u>2017318</u>  Federal Employer I.D. No. <u>95-4649884</u>
---	---

**ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311, and 312)**  
 Make Check Payable to Attorney General's Registry of Charitable Trusts

Gross Receipts	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than \$25,000	0	Between \$100,001 and \$250,000	\$50	Between \$1,000,001 and \$10 million	\$150
Between \$25,000 and \$100,000	\$25	Between \$250,001 and \$1 million	\$75	Between \$10,000,001 and \$50 million	\$225
				Greater than \$50 million	\$300

**PART A - ACTIVITIES**

For your most recent full accounting period (beginning 07/01/2017 and ending 06/30/2018) list:  
 Gross annual revenue \$ 48,888,566. Total assets \$ 42,695,173.

**PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT**

**Note:** If you answer "yes" to any of the questions below, you must attach a separate page providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information on requirements.

	Yes	No
1. During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or indirectly in which any such officer, director or trustee had any financial interest?		X
2. During this reporting period, were there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?		X
3. During this reporting period, did non-program expenditures exceed 50% of gross revenue?		X
4. During this reporting period, were any organization funds used to pay any penalty, fine or judgment? If you filed a Form 4720 with the Internal Revenue Service, attach a copy.		X
5. During this reporting period, were the services of a commercial fundraiser or fundraising counsel for charitable purposes used? If "yes," provide an attachment listing the name, address, and telephone number of the service provider.		X
6. During this reporting period, did the organization receive any governmental funding? If so, provide an attachment listing the name of the agency, mailing address, contact person, and telephone number.	X	
7. During this reporting period, did the organization hold a raffle for charitable purposes? If "yes," provide an attachment indicating the number of raffles and the date(s) they occurred.		X
8. Does the organization conduct a vehicle donation program? If "yes," provide an attachment indicating whether the program is operated by the charity or whether the organization contracts with a commercial fundraiser for charitable purposes.		X
9. Did your organization have prepared an audited financial statement in accordance with generally accepted accounting principles for this reporting period?	X	

Organization's area code and telephone number 714-892-5066  
  
 Organization's e-mail address \_\_\_\_\_

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, the content is true, correct and complete.

**NANIE MONTIJO**
**CFO**
Date

Signature of authorized officer
Printed Name
Title
Date

MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDA

95-4649884

CA RRF-1

INFORMATION REGARDING GOVERNMENT FUNDING  
PART B, LINE 6

STATEMENT 8

CALIFORNIA DEPARTMENT OF EDUCATION  
1430 N ST  
SACRAMENTO, CA 95814

DRAFT

Form **8868**  
(Rev. January 2017)

# Application for Automatic Extension of Time To File an Exempt Organization Return

OMB No. 1545-1709

Department of the Treasury  
Internal Revenue Service

► **File a separate application for each return.**

► **Information about Form 8868 and its instructions is at [www.irs.gov/form8868](http://www.irs.gov/form8868).**

**Electronic filing (e-file).** You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit [www.irs.gov/efile](http://www.irs.gov/efile), click on Charities & Non-Profits, and click on e-file for Charities and Non-Profits.

**Automatic 6-Month Extension of Time.** Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

		Enter filer's identifying number
Type or print  File by the due date for filing your return. See instructions.	Name of exempt organization or other filer, see instructions. <b>MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION</b>	Employer identification number (EIN) or  <b>95-4649884</b>
	Number, street, and room or suite no. If a P.O. box, see instructions. <b>250 E 1ST ST, NO. 1500</b>	Social security number (SSN)
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. <b>LOS ANGELES, CA 90012</b>	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 522	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form	12

**THE ORGANIZATION**

- The books are in the care of ► **250 E 1ST ST, NO. 1500 - LOS ANGELES, CA 90012**  
Telephone No. ► **714-892-5066** Tax No. ► \_\_\_\_\_
- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Extension Number (GEN) \_\_\_\_\_. If this is for the whole group, check this box . If it is for part of the group, check this box  and attach a list with the names and EINs of all members the extension is for.

**1** I request an automatic 6-month extension of time until **MAY 15, 2019**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:

- calendar year \_\_\_\_\_ or
- tax year beginning **JUL 1, 2017**, and ending **JUN 30, 2018**.

**2** If the tax year entered in line 1 is for less than 12 months, check reason:  Initial return  Final return  Change in accounting period

<b>3a</b> If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	<b>3a</b>	\$	0.
<b>b</b> If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	<b>3b</b>	\$	0.
<b>c Balance due.</b> Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	<b>3c</b>	\$	0.

**Caution:** If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions.**

Form **8868** (Rev. 1-2017)

EXTENDED TO MAY 15, 2019

**Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

Form **990**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

**2017**  
Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2017 calendar year, or tax year beginning **JUL 1, 2017** and ending **JUN 30, 2018**

<b>B</b> Check if applicable:  <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION</b> Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>250 E 1ST ST 1500</b> City or town, state or province, country, and ZIP or foreign postal code <b>LOS ANGELES, CA 90012</b> <b>F</b> Name and address of principal officer: <b>NANIE MONTIJO</b> <b>SAME AS C ABOVE</b>	<b>D</b> Employer identification number <b>95-4649884</b> <b>E</b> Telephone number <b>714-892-5066</b> <b>G</b> Gross receipts \$ <b>48,888,566.</b> <b>H(a)</b> Is this a group return for subordinates? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions) <b>H(c)</b> Group exemption number ▶
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
<b>J</b> Website: ▶ <b>N/A</b>		
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		<b>L</b> Year of formation: <b>2005</b> <b>M</b> State of legal domicile: <b>CA</b>

**Part I Summary**

<b>1</b>	Briefly describe the organization's mission or most significant activities: <b>MERF OPERATED ELEVEN MAGNOLIA SCIENCE ACADEMY (MSA) KINDERGARTEN THROUGH GRADE TWELVE CHARTER</b>		
<b>2</b>	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
<b>3</b>	Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>9</b>
<b>4</b>	Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>9</b>
<b>5</b>	Total number of individuals employed in calendar year 2017 (Part V, line 2a)	<b>5</b>	<b>496</b>
<b>6</b>	Total number of volunteers (estimate if necessary)	<b>6</b>	<b>0</b>
<b>7a</b>	Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<b>0.</b>
<b>7b</b>	Net unrelated business taxable income from Form 990-T, line 34	<b>7b</b>	<b>0.</b>
<b>8</b>	Contributions and grants (Part VIII, line 1h)	<b>Prior Year</b>	<b>Current Year</b>
<b>9</b>	Program service revenue (Part VIII, line 2g)	<b>45,577,282.</b>	<b>48,888,566.</b>
<b>10</b>	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>0.</b>	<b>0.</b>
<b>11</b>	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10, and 11)	<b>0.</b>	<b>0.</b>
<b>12</b>	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>45,577,282.</b>	<b>48,888,566.</b>
<b>13</b>	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	<b>0.</b>	<b>0.</b>
<b>14</b>	Benefits paid to or for members (Part IX, column (A), line 4)	<b>0.</b>	<b>0.</b>
<b>15</b>	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<b>28,939,908.</b>	<b>29,123,826.</b>
<b>16a</b>	Professional fundraising fees (Part IX, column (A), line 11e)	<b>0.</b>	<b>0.</b>
<b>b</b>	Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>0.</b>		
<b>17</b>	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<b>16,014,074.</b>	<b>14,088,560.</b>
<b>18</b>	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>44,953,982.</b>	<b>43,212,386.</b>
<b>19</b>	Revenue less expenses. Subtract line 18 from line 12	<b>623,300.</b>	<b>5,676,180.</b>
<b>20</b>	Total assets (Part X, line 16)	<b>Beginning of Current Year</b>	<b>End of Year</b>
<b>21</b>	Total liabilities (Part X, line 26)	<b>36,286,395.</b>	<b>42,695,173.</b>
<b>22</b>	Net assets or fund balances. Subtract line 21 from line 20	<b>14,968,787.</b>	<b>16,137,053.</b>
		<b>21,317,608.</b>	<b>26,558,120.</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer <b>NANIE MONTIJO, CFO</b> Type or print name and title	Date
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>MATTHEW S. MILLER</b>	Preparer's signature Date Check if self-employed <input type="checkbox"/> PTIN <b>P01385220</b>
	Firm's name ▶ <b>VAVRINEK, TRINE, DAY &amp; CO., LLP</b> Firm's address ▶ <b>10681 FOOTHILL BLVD SUITE 300 RANCHO CUCAMONGA, CA 91730</b>	Firm's EIN ▶ <b>95-2648289</b> Phone no. <b>909-466-4410</b>

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION

Form 990 (2017)

95-4649884 Page 2

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission: OUR MISSION IS TO RAISE CIVICALLY RESPONSIBLE SCIENTIFIC THINKERS.MPS IS A NETWORK OF 10 HIGH-PERFORMING PUBLIC CHARTER SCHOOLS THAT SERVE OVER 3900 STUDENTS IN LOS ANGELES,ORANGE,SANTA CLARA AND SAN DIEGO COUNTIES. THE SCHOOLS ARE AUTHORIZED BY THE LOS ANGELES UNIFIED SCHOOL

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [ ] Yes [X] No If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [ ] Yes [X] No If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 27,967,973. including grants of \$ ) (Revenue \$ ) MERF OPERATED ELEVEN MAGNOLIA SCIENCE ACADEMY (MSA) KINDERGARTEN THROUGH GRADE TWELVE CHARTER SCHOOLS SERVING 3,900 STUDENTS THROUGHOUT CALIFORNIA

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services (Describe in Schedule O.) (Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses 27,967,973.

Form 990 (2017)

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Form 990 (2017)

95-4649884 Page 3

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 17? <i>If "Yes," complete Schedule D, Part X</i>		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	X	
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X

Form 990 (2017)



**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Form 990 (2017)

95-4649884 Page 4

**Part IV Checklist of Required Schedules** (continued)

	Yes	No
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i> .....		X
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? .....		
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i> .....		X
<b>22</b> Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i> .....		X
<b>23</b> Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i> .....	X	
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i> .....		X
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception? .....		
<b>c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds? .....		
<b>d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year? .....		
<b>25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i> .....		X
<b>b</b> Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i> .....		X
<b>26</b> Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If "Yes," complete Schedule L, Part II</i> .....		X
<b>27</b> Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i> .....		X
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
<b>a</b> A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>b</b> A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>c</b> An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i> .....		X
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i> .....		X
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i> .....		X
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i> .....		X
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i> .....		X
<b>34</b> Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i> .....	X	
<b>35a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)? .....		X
<b>b</b> If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i> .....		
<b>36 Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i> .....		X
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i> .....		X
<b>38</b> Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note.</b> All Form 990 filers are required to complete Schedule O .....	X	

Form 990 (2017)

MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION

Form 990 (2017)

95-4649884 Page 5

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
<b>1a</b>	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
<b>1b</b>	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
<b>1c</b>	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
<b>2b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note.</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
<b>3b</b>	If "Yes," has it filed a Form 990-T for this year? If "No," to line 3b, provide an explanation in Schedule O		
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
<b>4b</b>	If "Yes," enter the name of the foreign country: See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
<b>5b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
<b>5c</b>	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and does the organization solicit any contributions that were not tax deductible as charitable contributions?		X
<b>6b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(e)(2)(B).</b>		
<b>7a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
<b>7b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
<b>7c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
<b>7d</b>	If "Yes," indicate the number of Forms 8282 filed during the year		
<b>7e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
<b>7f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
<b>7g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
<b>7h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>9a</b>	Did the sponsoring organization make any taxable distributions under section 4966?		
<b>9b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>10a</b>	Initiation fees and capital contributions included on Part VIII, line 12		
<b>10b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>11a</b>	Gross income from members or shareholders		
<b>11b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?		
<b>12b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>13a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note.</b> See the instructions for additional information the organization must report on Schedule O.		
<b>13b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
<b>13c</b>	Enter the amount of reserves on hand		
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?		X
<b>14b</b>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		

Form 990 (2017)

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Form 990 (2017)

95-4649884 Page 6

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		1a	1b	9	Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year			9		
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.						
b	Enter the number of voting members included in line 1a, above, who are independent			9		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2				X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3				X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4				X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5				X
6	Did the organization have members or stockholders?	6				X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a				X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b				X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:					
a	The governing body?	8a	X			
b	Each committee with authority to act on behalf of the governing body?	8b	X			
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.	9				X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		10a	10b	11a	11b	12a	12b	12c	13	14	15a	15b	16a	16b	Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a							X							X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b														
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X													
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.	11b														
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X													
b	Were officers, directors, or trustees, and key employees required to disclose personal interests that could give rise to conflicts?	12b	X													
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	X													
13	Did the organization have a written whistleblower policy?	13	X													
14	Did the organization have a written document retention and destruction policy?	14	X													
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?															
a	The organization's CEO, Executive Director, or top management official	15a	X													
b	Other officers or key employees of the organization	15b	X													
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).																
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a														X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b														

**Section C. Disclosure**

- 17 List the states with which a copy of this Form 990 is required to be filed **CA**
- 18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website  Another's website  Upon request  Other (explain in Schedule O)
- 19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records: **THE ORGANIZATION - 714-892-5066**  
**250 E 1ST ST, NO. 1500, LOS ANGELES, CA 90012**

MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION

Form 990 (2017)

95-4649884 Page 7

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) DR. UMIT YAPENEL DIRECTOR	2.00	X					0.	0.	0.	
(2) DR CHARLOTTE BRIMMER DIRECTOR	2.00	X					0.	0.	0.	
(3) SAKEN SHERKHANOV PRESIDENT	2.00	X		X			0.	0.	0.	
(4) SANDRA COVARRUBIAS DIRECTOR	2.00	X					0.	0.	0.	
(5) SALIH DIKBAS DIRECTOR	2.00	X					0.	0.	0.	
(6) SHOHRAT GELDIYEV DIRECTOR	2.00	X					0.	0.	0.	
(7) DIANE GONZALEZ DIRECTOR	2.00	X					0.	0.	0.	
(8) HAIM BELIAK DIRECTOR	2.00	X					0.	0.	0.	
(9) SERDAR ORAZOV DIRECTOR	2.00	X					0.	0.	0.	
(10) CAPRICE YOUNG CEO	40.00			X			239,150.	0.	6,975.	
(11) NANIE MONTIJO CFO	40.00			X			175,277.	0.	31,562.	
(12) ALFREDO RUBALCAVA CEO	40.00			X			81,667.	0.	10,417.	
(13) KENYA JACKSON CHIEF ACADEMIC OFFICER	40.00				X		121,250.	0.	0.	
(14) SUAT ACAR CHIEF OPERATING OFFICE	40.00				X		130,417.	0.	33,069.	
(15) DAVID E YILMAZ CHIEF ACCOUNTABILITY OFFICER	40.00				X		121,000.	0.	27,717.	
(16) ERDINC ACAR REGIONAL DIRECTOR	40.00				X		121,063.	0.	31,823.	
(17) RASUL MONOSHEV IT DIRECTOR	40.00				X		108,625.	0.	17,383.	

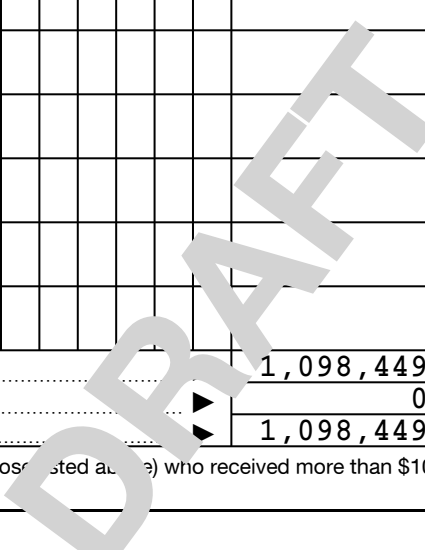
MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION

Form 990 (2017)

95-4649884 Page 8

**Part VII** Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
<b>1b Sub-total</b> .....							1,098,449.	0.	158,946.	
<b>c Total from continuation sheets to Part VII, Section A</b> .....							0.	0.	0.	
<b>d Total (add lines 1b and 1c)</b> .....							1,098,449.	0.	158,946.	



**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **7**

	Yes	No
<b>3</b> Did the organization list any <b>former</b> officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i> .....		X
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i> .....	X	
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i> .....		X

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
21ST CENTURY STAFFING 11331 EAST 183RD, CERRITOS, CA 90703	EMPLOYMENT	446,973.
LAW OFFICES OF YOUNG MINNEY & CORR LLP, 655 UNIVERSITY AVE #150, SACRAMENTO, CA	LEGAL	218,916.
GARY LARSON, 1725 PIERCE ST SUITE 1, SAN FRANCISCO, CA 94115	COMMUNICATIONS	213,125.
EDUCATIONAL FACILITIES GROUP 3700 LATROBE ST, LOS ANGELES, CA 92660	RENT	212,407.
SNELL & WILMER 400 E VAN BUREN, PHOENIX, AZ 85004	LEGAL	171,602.
<b>2</b> Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization <b>8</b>		

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Form 990 (2017)

95-4649884 Page 9

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1 a</b> Federated campaigns .....	<b>1a</b>					
	<b>b</b> Membership dues .....	<b>1b</b>					
	<b>c</b> Fundraising events .....	<b>1c</b>					
	<b>d</b> Related organizations .....	<b>1d</b>					
	<b>e</b> Government grants (contributions)	<b>1e</b>	48,307,562.				
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above .....	<b>1f</b>	581,004.				
	<b>g</b> Noncash contributions included in lines 1a-1f: \$						
	<b>h Total.</b> Add lines 1a-1f .....		48,888,566.				
<b>Program Service Revenue</b>	<b>2 a</b> _____	<b>Business Code</b>					
	<b>b</b> _____						
	<b>c</b> _____						
	<b>d</b> _____						
	<b>e</b> _____						
	<b>f</b> All other program service revenue .....						
	<b>g Total.</b> Add lines 2a-2f .....						
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts) .....						
	<b>4</b> Income from investment of tax-exempt bond proceeds						
	<b>5</b> Royalties .....						
	<b>6 a</b> Gross rents .....	(i) Real	(ii) Personal				
		<b>b</b> Less: rental expenses .....					
		<b>c</b> Rental income or (loss) .....					
		<b>d</b> Net rental income or (loss) .....					
	<b>7 a</b> Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
		<b>b</b> Less: cost or other basis and sales expenses .....					
		<b>c</b> Gain or (loss) .....					
		<b>d</b> Net gain or (loss) .....					
	<b>8 a</b> Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18 .....	<b>a</b>					
		<b>b</b> Less: direct expenses .....	<b>b</b>				
		<b>c</b> Net income or (loss) from fundraising events .....					
	<b>9 a</b> Gross income from gaming activities. See Part IV, line 19 .....	<b>a</b>					
<b>b</b> Less: direct expenses .....		<b>b</b>					
<b>c</b> Net income or (loss) from gaming activities .....							
<b>10 a</b> Gross sales of inventory, less returns and allowances .....	<b>a</b>						
	<b>b</b> Less: cost of goods sold .....	<b>b</b>					
	<b>c</b> Net income or (loss) from sales of inventory .....						
<b>Miscellaneous Revenue</b>		<b>Business Code</b>					
<b>11 a</b> _____							
	<b>b</b> _____						
	<b>c</b> _____						
	<b>d</b> All other revenue .....						
	<b>e Total.</b> Add lines 11a-11d .....						
<b>12 Total revenue.</b> See instructions. ....			48,888,566.	0.	0.	0.	

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Form 990 (2017)

95-4649884 Page 10

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22 .....				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 .....				
4 Benefits paid to or for members .....				
5 Compensation of current officers, directors, trustees, and key employees .....	544,427.	369,150.	175,277.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) .....				
7 Other salaries and wages .....	19,140,706.	15,414,178.	3,726,528.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits .....	3,967,889.	3,183,143.	784,746.	
10 Payroll taxes .....	5,470,804.	4,387,162.	1,083,642.	
11 Fees for services (non-employees):				
a Management .....	16,296.		16,296.	
b Legal .....	554,450.		554,450.	
c Accounting .....	834,976.		834,976.	
d Lobbying .....				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees .....				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	2,068,626.		2,068,626.	
12 Advertising and promotion .....	132,614.		132,614.	
13 Office expenses .....	188,796.		188,796.	
14 Information technology .....	493,436.		493,436.	
15 Royalties .....				
16 Occupancy .....	2,613,954.		2,613,954.	
17 Travel .....	98,398.		98,398.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings .....	7,920.		7,920.	
20 Interest .....	492,468.		492,468.	
21 Payments to affiliates .....				
22 Depreciation, depletion, and amortization .....	767,959.		767,959.	
23 Insurance .....	223,263.		223,263.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <b>STUDENT SERVICES AND PR</b>	1,867,468.	1,867,468.		
b <b>STUDENT NUTRITION</b>	1,472,329.	1,472,329.		
c <b>BOOKS AND OTHER MATERIA</b>	426,368.	426,368.		
d <b>PROFESSIONAL DEVELOPMEN</b>	415,762.	415,762.		
e All other expenses _____	1,413,477.	432,413.	981,064.	
<b>25 Total functional expenses.</b> Add lines 1 through 24e	<b>43,212,386.</b>	<b>27,967,973.</b>	<b>15,244,413.</b>	<b>0.</b>
26 <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here  if following SOP 98-2 (ASC 958-720)

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Form 990 (2017)

95-4649884 Page 11

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash - non-interest-bearing .....	8,913,831.	<b>1</b>	13,516,040.
	<b>2</b> Savings and temporary cash investments .....		<b>2</b>	
	<b>3</b> Pledges and grants receivable, net .....		<b>3</b>	
	<b>4</b> Accounts receivable, net .....	3,194,412.	<b>4</b>	4,781,620.
	<b>5</b> Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L .....		<b>5</b>	
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L .....		<b>6</b>	
	<b>7</b> Notes and loans receivable, net .....		<b>7</b>	
	<b>8</b> Inventories for sale or use .....		<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges .....	1,620,157.	<b>9</b>	1,027,408.
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D .....	<b>10a</b> 26,746,011.		
	<b>b</b> Less: accumulated depreciation .....	<b>10b</b> 3,419,023.	22,493,305.	<b>10c</b> 23,326,988.
	<b>11</b> Investments - publicly traded securities .....		<b>11</b>	
	<b>12</b> Investments - other securities. See Part IV, line 11 .....		<b>12</b>	
	<b>13</b> Investments - program-related. See Part IV, line 11 .....		<b>13</b>	
	<b>14</b> Intangible assets .....		<b>14</b>	
	<b>15</b> Other assets. See Part IV, line 11 .....	64,690.	<b>15</b>	43,117.
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 34) .....	36,286,395.	<b>16</b>	42,695,173.	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses .....	3,212,491.	<b>17</b>	3,232,385.
	<b>18</b> Grants payable .....		<b>18</b>	
	<b>19</b> Deferred revenue .....	72,500.	<b>19</b>	
	<b>20</b> Tax-exempt bond liabilities .....		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D .....		<b>21</b>	
	<b>22</b> Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L .....		<b>22</b>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties .....		<b>23</b>	
	<b>24</b> Unsecured notes and loans payable to unrelated third parties .....	11,683,796.	<b>24</b>	12,904,668.
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D .....		<b>25</b>	
	<b>26 Total liabilities.</b> Add lines 17 through 25 .....	14,968,787.	<b>26</b>	16,137,053.
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow SFAS 117 (ASC 958), check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27 through 29, and lines 33 and 34.</b>			
	<b>27</b> Unrestricted net assets .....	21,317,608.	<b>27</b>	26,558,120.
	<b>28</b> Temporarily restricted net assets .....		<b>28</b>	
	<b>29</b> Permanently restricted net assets .....		<b>29</b>	
	<b>Organizations that do not follow SFAS 117 (ASC 958), check here</b> <input type="checkbox"/> <b>and complete lines 30 through 34.</b>			
	<b>30</b> Capital stock or trust principal, or current funds .....		<b>30</b>	
	<b>31</b> Paid-in or capital surplus, or land, building, or equipment fund .....		<b>31</b>	
	<b>32</b> Retained earnings, endowment, accumulated income, or other funds .....		<b>32</b>	
<b>33</b> Total net assets or fund balances .....	21,317,608.	<b>33</b>	26,558,120.	
<b>34</b> Total liabilities and net assets/fund balances .....	36,286,395.	<b>34</b>	42,695,173.	

Form 990 (2017)



**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Form 990 (2017)

95-4649884 Page 12

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	48,888,566.
2	Total expenses (must equal Part IX, column (A), line 25)	2	43,212,386.
3	Revenue less expenses. Subtract line 2 from line 1	3	5,676,180.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	21,317,608.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	-435,668.
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	26,558,120.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

- 1 Accounting method used to prepare the Form 990:  Cash  Accrual  Other \_\_\_\_\_  
If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.
- 2a Were the organization's financial statements compiled or reviewed by an independent accountant?  Yes  No  
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:  
 Separate basis  Consolidated basis  Both consolidated and separate basis
- b Were the organization's financial statements audited by an independent accountant?  Yes  No  
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:  
 Separate basis  Consolidated basis  Both consolidated and separate basis
- c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?  Yes  No  
If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.
- 3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?  Yes  No
- b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits

	Yes	No
1		
2a		X
2b	X	
2c	X	
3a		X
3b		

Form 990 (2017)

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

OMB No. 1545-0047

**2017**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

**Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.**  
 Attach to Form 990 or Form 990-EZ.  
 Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Name of the organization **MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION** Employer identification number **95-4649884**

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2  A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9  An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: \_\_\_\_\_
- 10  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) not more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** and **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations \_\_\_\_\_
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
<b>Total</b>						

MAGNOLIA EDUCATIONAL AND RESEARCH

Schedule A (Form 990 or 990-EZ) 2017 FOUNDATION

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....						
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge .....						
<b>4 Total.</b> Add lines 1 through 3 .....						
<b>5</b> The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) .....						
<b>6 Public support.</b> Subtract line 5 from line 4.						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
<b>7</b> Amounts from line 4 .....						
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources .....						
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on .....						
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
<b>11 Total support.</b> Add lines 7 through 10						
<b>12</b> Gross receipts from related activities, etc. (see instructions) .....					12	
<b>13 First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> .....						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

<b>14</b> Public support percentage for 2017 (line 6, column (f) divided by line 11, column (f)) .....	14	%
<b>15</b> Public support percentage from 2016 Schedule A, Part II, line 14 .....	15	%
<b>16a 33 1/3% support test - 2017.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>b 33 1/3% support test - 2016.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>17a 10% -facts-and-circumstances test - 2017.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>b 10% -facts-and-circumstances test - 2016.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>18 Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions .....		<input type="checkbox"/>

MAGNOLIA EDUCATIONAL AND RESEARCH

Schedule A (Form 990 or 990-EZ) 2017 FOUNDATION

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....	62487084.	34357458.	47750213.	45577282.	48888566.	239060603
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose .....						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513 .....						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge .....						
<b>6 Total.</b> Add lines 1 through 5 .....	62487084.	34357458.	47750213.	45577282.	48888566.	239060603
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons .....						0.
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year .....						0.
<b>c</b> Add lines 7a and 7b .....						0.
<b>8 Public support.</b> (Subtract line 7c from line 6.)						239060603

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
<b>9</b> Amounts from line 6 .....	62487084.	34357458.	47750213.	45577282.	48888566.	239060603
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources .....						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 .....						
<b>c</b> Add lines 10a and 10b .....						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on .....						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.)	62487084.	34357458.	47750213.	45577282.	48888566.	239060603

**14 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2017 (line 8, column (f) divided by line 13, column (f)) .....	<b>15</b>	100.00 %
<b>16</b> Public support percentage from 2016 Schedule A, Part III, line 15 .....	<b>16</b>	100.00 %

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2017 (line 10c, column (f) divided by line 13, column (f)) .....	<b>17</b>	.00 %
<b>18</b> Investment income percentage from 2016 Schedule A, Part III, line 17 .....	<b>18</b>	%

**19a 33 1/3% support tests - 2017.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**b 33 1/3% support tests - 2016.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

MAGNOLIA EDUCATIONAL AND RESEARCH

Schedule A (Form 990 or 990-EZ) 2017 FOUNDATION

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
<b>1</b> Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
<b>2</b> Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
<b>3a</b> Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
<b>b</b> Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
<b>c</b> Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
<b>4a</b> Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
<b>b</b> Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organization.</i>		
<b>c</b> Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
<b>5a</b> Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
<b>b Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
<b>c Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
<b>6</b> Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
<b>7</b> Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
<b>8</b> Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
<b>9a</b> Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
<b>b</b> Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>c</b> Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>10a</b> Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
<b>b</b> Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

MAGNOLIA EDUCATIONAL AND RESEARCH

Schedule A (Form 990 or 990-EZ) 2017 FOUNDATION

**Part IV Supporting Organizations** (continued)

	Yes	No
<b>11</b> Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b> A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
<b>b</b> A family member of a person described in (a) above?		
<b>c</b> A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI.</i>		

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		

**Section D. All Type III Supporting Organizations**

	Yes	No
<b>1</b> Did the organization provide to each of its supported organizations, by the first day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>2</b> Were any of the organization's officers, directors, or trustees (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
<b>3</b> By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		

**Section E. Type III Functionally Integrated Supporting Organizations**

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
<b>a</b> <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
<b>b</b> <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
<b>c</b> <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
<b>2</b> Activities Test. Answer (a) and (b) below.		
<b>a</b> Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
<b>b</b> Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
<b>3</b> Parent of Supported Organizations. Answer (a) and (b) below.		
<b>a</b> Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>		
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		

## MAGNOLIA EDUCATIONAL AND RESEARCH

Schedule A (Form 990 or 990-EZ) 2017 FOUNDATION

95-4649884 Page 6

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

- 1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI.) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	<b>Discount</b> claimed for blockage or other factors (explain in detail in <b>Part VI</b> ):		
2	Acquisition indebtedness applicable to non-exempt-use assets		
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount see instructions)	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990 or 990-EZ) 2017

MAGNOLIA EDUCATIONAL AND RESEARCH

Schedule A (Form 990 or 990-EZ) 2017 FOUNDATION

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in <b>Part VI</b> ). See instructions.	
7 <b>Total annual distributions.</b> Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in <b>Part VI</b> ). See instructions.	
9 Distributable amount for 2017 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2017	(iii) Distributable Amount for 2017
1 Distributable amount for 2017 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2017 (reasonable cause required- explain in <b>Part VI</b> ). See instructions.			
3 Excess distributions carryover, if any, to 2017			
<b>a</b>			
<b>b</b> From 2013			
<b>c</b> From 2014			
<b>d</b> From 2015			
<b>e</b> From 2016			
<b>f</b> <b>Total</b> of lines 3a through e			
<b>g</b> Applied to underdistributions of prior years			
<b>h</b> Applied to 2017 distributable amount			
<b>i</b> Carryover from 2012 not applied (see instructions)			
<b>j</b> Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2017 from Section D, line 7: \$			
<b>a</b> Applied to underdistributions of prior years			
<b>b</b> Applied to 2017 distributable amount			
<b>c</b> Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2017, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
6 Remaining underdistributions for 2017. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
7 <b>Excess distributions carryover to 2018.</b> Add lines 3j and 4c.			
8 Breakdown of line 7:			
<b>a</b> Excess from 2013			
<b>b</b> Excess from 2014			
<b>c</b> Excess from 2015			
<b>d</b> Excess from 2016			
<b>e</b> Excess from 2017			

Schedule A (Form 990 or 990-EZ) 2017



MAGNOLIA EDUCATIONAL AND RESEARCH

Schedule A (Form 990 or 990-EZ) 2017 FOUNDATION

95-4649884 Page 8

**Part VI**

**Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

DRAFT

**Schedule B**

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

- ▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
- ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2017**

<b>Name of the organization</b> MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION	<b>Employer identification number</b> 95-4649884
---	---

**Organization type** (check one):

**Filers of:**

**Section:**

Form 990 or 990-EZ

501(c)( 3 ) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

**Special Rules**

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ..... ▶ \$ \_\_\_\_\_

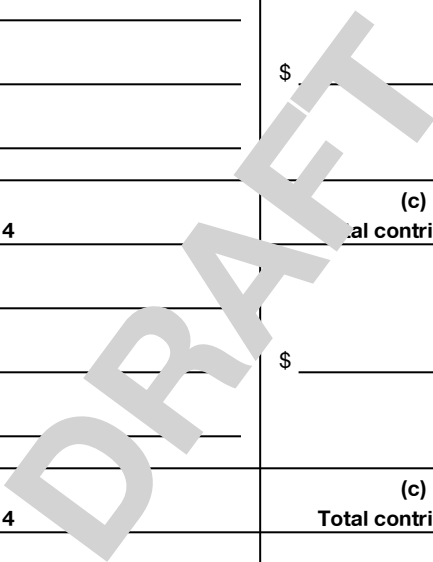
**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

LHA **For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.** Schedule B (Form 990, 990-EZ, or 990-PF) (2017)

Name of organization <b>MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION</b>	Employer identification number <b>95-4649884</b>
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**Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

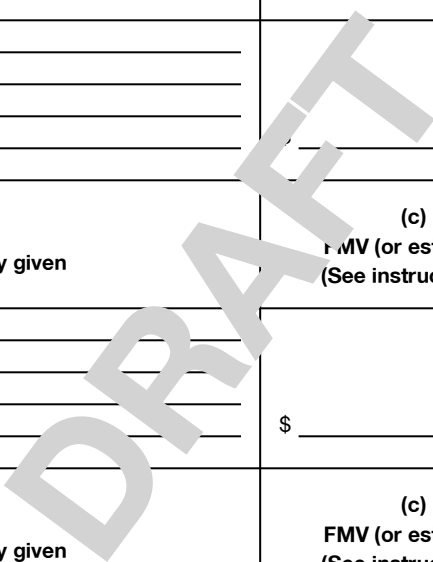
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	CALIFORNIA STATE DEPARTMENT OF EDUCATION  1430 N ST  SACRAMENTO, CA 95814	\$ 48,307,562.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)



<b>Name of organization</b> MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION	<b>Employer identification number</b> 95-4649884
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**Part II Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

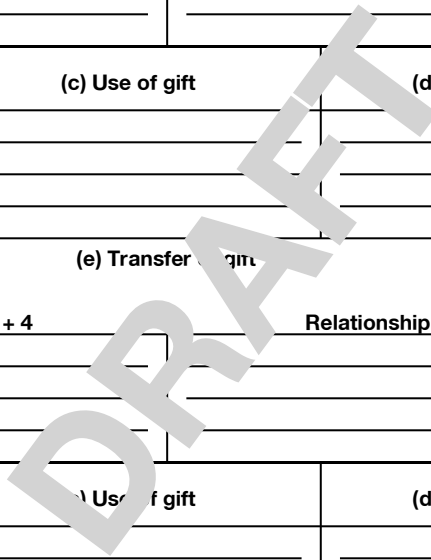
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____



<b>Name of organization</b> MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION	<b>Employer identification number</b> 95-4649884
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**Part III** Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) ▶ \$ \_\_\_\_\_  
 Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	



**SCHEDULE D**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**  
▶ **Attach to Form 990.**

▶ **Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.**

OMB No. 1545-0047

**2017**  
**Open to Public Inspection**

**Name of the organization** **MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION** **Employer identification number**  
**95-4649884**

**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year .....		
2 Aggregate value of contributions to (during year) .....		
3 Aggregate value of grants from (during year) .....		
4 Aggregate value at end of year .....		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? .....		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? .....		<input type="checkbox"/> Yes <input type="checkbox"/> No

**Part II Conservation Easements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).  
 Preservation of land for public use (e.g., recreation or education)  Preservation of a historically important land area  
 Protection of natural habitat  Preservation of a certified historic structure  
 Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements .....	2a
b Total acreage restricted by conservation easements .....	2b
c Number of conservation easements on a certified historic structure included in (a) .....	2c
d Number of conservation easements included in (c) acquired after 7/25/00 and not on a historic structure listed in the National Register .....	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ \_\_\_\_\_

4 Number of states where property subject to conservation easement is located ▶ \_\_\_\_\_

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? .....

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \_\_\_\_\_

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ \_\_\_\_\_

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? .....

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.** Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 .....

(ii) Assets included in Form 990, Part X .....

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 .....

b Assets included in Form 990, Part X .....

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990. Schedule D (Form 990) 2017

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Schedule D (Form 990) 2017

95-4649884 Page 2

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a  Public exhibition
  - b  Scholarly research
  - c  Preservation for future generations
  - d  Loan or exchange programs
  - e  Other \_\_\_\_\_
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- |                                 | Amount |
|---------------------------------|--------|
| c Beginning balance             | 1c     |
| d Additions during the year     | 1d     |
| e Distributions during the year | 1e     |
| f Ending balance                | 1f     |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial amount liability?  Yes  No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Form 990, Part XIII

**Part V Endowment Funds.** Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment  %
  - b Permanent endowment  %
  - c Temporarily restricted endowment  %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- |  | Yes    | No |
|--|--------|----|
| (i) unrelated organizations  | 3a(i)  |    |
| (ii) related organizations   | 3a(ii) |    |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? | 3b     |    |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings		22,185,726.	1,378,653.	20,807,073.
c Leasehold improvements		384,879.	384,678.	201.
d Equipment				
e Other		4,175,406.	1,655,692.	2,519,714.
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				23,326,988.

Schedule D (Form 990) 2017

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Schedule D (Form 990) 2017

95-4649884 Page 3

**Part VII Investments - Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives .....		
(2) Closely-held equity interests .....		
(3) Other .....		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

**Part VIII Investments - Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

Schedule D (Form 990) 2017



MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION

Schedule D (Form 990) 2017

95-4649884 Page 4

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total revenue, gains, and other support per audited financial statements		<b>1</b>
<b>2</b>	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
<b>a</b>	Net unrealized gains (losses) on investments	<b>2a</b>	
<b>b</b>	Donated services and use of facilities	<b>2b</b>	
<b>c</b>	Recoveries of prior year grants	<b>2c</b>	
<b>d</b>	Other (Describe in Part XIII.)	<b>2d</b>	
<b>e</b>	Add lines <b>2a</b> through <b>2d</b>		<b>2e</b>
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b>		<b>3</b>
<b>4</b>	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b	<b>4a</b>	
<b>b</b>	Other (Describe in Part XIII.)	<b>4b</b>	
<b>c</b>	Add lines <b>4a</b> and <b>4b</b>		<b>4c</b>
<b>5</b>	Total revenue. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part I, line 12.)		<b>5</b>

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total expenses and losses per audited financial statements		<b>1</b>
<b>2</b>	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
<b>a</b>	Donated services and use of facilities	<b>2a</b>	
<b>b</b>	Prior year adjustments	<b>2b</b>	
<b>c</b>	Other losses	<b>2c</b>	
<b>d</b>	Other (Describe in Part XIII.)	<b>2d</b>	
<b>e</b>	Add lines <b>2a</b> through <b>2d</b>		<b>2e</b>
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b>		<b>3</b>
<b>4</b>	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b	<b>4a</b>	
<b>b</b>	Other (Describe in Part XIII.)	<b>4b</b>	
<b>c</b>	Add lines <b>4a</b> and <b>4b</b>		<b>4c</b>
<b>5</b>	Total expenses. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part VIII, line 8.)		<b>5</b>

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1 and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

**PART X, LINE 2:**

MERF HAS ADOPTED FINANCIAL ACCOUNTING STANDARDS BOARD (FASB) ACCOUNTING STANDARDS CODIFICATION (ASC) TOPIC 740 THAT CLARIFIES THE ACCOUNTING FOR UNCERTAINTY IN TAX POSITIONS TAKEN OR EXPECTED TO BE TAKEN ON A TAX RETURN AND PROVIDES THAT THE TAX EFFECTS FROM AN UNCERTAIN TAX POSITION CAN BE RECOGNIZED IN THE CONSOLIDATED FINANCIAL STATEMENTS ONLY IF, BASED ON ITS MERITS, THE POSITION IS MORE LIKELY THAN NOT TO BE SUSTAINED ON AUDIT BY THE TAXING AUTHORITIES. MERF MANAGEMENT HAS DETERMINED THAT ALL INCOME TAX POSITIONS ARE MORE LIKELY THAN NOT OF BEING SUSTAINED UPON POTENTIAL AUDIT OR EXAMINATION; THEREFORE, NO DISCLOSURES OF UNCERTAIN INCOME TAX POSITIONS ARE REQUIRED.

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Schedule D (Form 990) 2017

95-4649884 Page 5

**Part XIII Supplemental Information** *(continued)*

DRAFT

**SCHEDULE J  
(Form 990)**

**Compensation Information**

OMB No. 1545-0047

**2017**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees  
 ▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.  
 ▶ Attach to Form 990.  
 ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Name of the organization **MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION** Employer identification number **95-4649884**

**Part I Questions Regarding Compensation**

**1a** Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- |  |   |
|--|---|
| <input type="checkbox"/> First-class or charter travel             | <input type="checkbox"/> Housing allowance or residence for personal use    |
| <input type="checkbox"/> Travel for companions                     | <input type="checkbox"/> Payments for business use of personal residence    |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees      |
| <input type="checkbox"/> Discretionary spending account            | <input type="checkbox"/> Personal services (such as, maid, chauffeur, chef) |

**b** If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain .....

**2** Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a? .....

**3** Indicate which, if any, of the following the filing organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used only by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- |  |   |
|--|---|
| <input type="checkbox"/> Compensation committee              | <input checked="" type="checkbox"/> Written employment contract                     |
| <input type="checkbox"/> Independent compensation consultant | <input type="checkbox"/> Compensation survey or study                               |
| <input type="checkbox"/> Form 990 of other organizations     | <input checked="" type="checkbox"/> Approval by the board or compensation committee |

**4** During the year, did any person listed on Form 990, Part VII, Section A, line 1a, receive any of the following with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment? .....
- b** Participate in, or receive payment from, a supplemental nonqualified retirement plan? .....
- c** Participate in, or receive payment from, an equity-based compensation arrangement? .....
- If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

**Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.**

**5** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization? .....
- b** Any related organization? .....
- If "Yes" on line 5a or 5b, describe in Part III.

**6** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization? .....
- b** Any related organization? .....
- If "Yes" on line 6a or 6b, describe in Part III.

**7** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III .....

**8** Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III .....

**9** If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)? .....

	Yes	No
<b>1b</b>		
<b>2</b>		
<b>4a</b>		X
<b>4b</b>		X
<b>4c</b>		X
<b>5a</b>		X
<b>5b</b>		X
<b>6a</b>		X
<b>6b</b>		X
<b>7</b>		X
<b>8</b>		X
<b>9</b>		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2017

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

95-4649884

Schedule J (Form 990) 2017

**Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees.** Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

**Note:** The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) CAPRICE YOUNG CEO	(i)	239,150.	0.	0.	6,975.	0.	246,125.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(2) NANIE MONTIJO CFO	(i)	175,277.	0.	0.	25,742.	5,820.	206,839.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(3) SUAT ACAR CHIEF OPERATING OFFICE	(i)	130,417.	0.	0.	17,452.	15,617.	163,486.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(4) ERDINC ACAR REGIONAL DIRECTOR	(i)	121,063.	0.	0.	16,206.	15,617.	152,886.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

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**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Schedule J (Form 990) 2017

95-4649884

Page 3

**Part III Supplemental Information**

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

DRAFT

**SCHEDULE O**  
**(Form 990 or 990-EZ)**Department of the Treasury  
Internal Revenue Service**Supplemental Information to Form 990 or 990-EZ**Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2017**Open to Public  
Inspection

Name of the organization	<b>MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION</b>	Employer identification number	<b>95-4649884</b>
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FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

SCHOOLS SERVING 3,900 STUDENTS THROUGHOUT CALIFORNIA DEDICATED TO  
INSPIRING STUDENTS TO CHOOSE CAREER PATHS IN SCIENCE, TECHNOLOGY,  
ENGINEERING, AND MATH (STEM), WHILE PROVIDING A ROBUST, STANDARDS-BASED  
EDUCATION PROGRAM WITHIN A SUPPORTIVE CULTURE OF EXCELLENCE.

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

DISTRICT (4), LOS ANGELES COUNTY OFFICE OF EDUCATION (4), SAN DIEGO  
UNIFIED SCHOOL DISTRICT (1) AND THE CALIFORNIA DEPARTMENT OF EDUCATION  
(1). FOR MORE THAN 15 YEARS, MPS HAS DELIVERED HIGH-QUALITY EDUCATION  
EMPHASIZING SCIENCE, TECHNOLOGY, ENGINEERING, ARTS AND MATH. U.S. NEWS  
AND WORLD REPORT AND THE WASHINGTON POST RANK MPS SCIENCE ACADEMIES  
AMONG THE TOP SCHOOLS IN THE COUNTRY.

FORM 990, PART VI, SECTION B, LINE 11B:

OFFICERS REVIEWED THE RETURN AND WILL SHARE WITH THE BOARD AT THE NEXT  
REGULARLY SCHEDULED MEETING.

FORM 990, PART VI, SECTION B, LINE 12C:

ALL BOARD MEMBERS, EXECUTIVE STAFF AND PRINCIPALS ARE REQUIRED TO SUBMIT  
REPORTS THAT DOCUMENT ANY POSSIBLE CONFLICTS OF INTEREST USING THE FORM 700  
AS REQUIRED BY OUR OVERSIGHT AGENCY.

FORM 990, PART VI, SECTION B, LINE 15:

THE COMPENSATION COMMITTEE WHICH IS A SUBCOMMITTEE OF THE BOARD OF  
DIRECTORS SETS THE COMPENSATION FOR THE TOP OFFICIALS. KEY EMPLOYEE

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2017)

732211 09-07-17

Name of the organization <b>MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION</b>	Employer identification number <b>95-4649884</b>
--	---

**COMPENSATION IS SET BY THE CEO.**

**FORM 990, PART VI, SECTION C, LINE 18:**

**ALL TAX RETURNS ARE MAINTAINED AT THE CORPORATE OFFICE AND ARE AVAILABLE UPON REQUEST.**

**FORM 990, PART VI, SECTION C, LINE 19:**

**ALL GOVERNING DOCUMENTS ARE MAINTAINED AT THE CORPORATE OFFICE AND ARE AVAILABLE UPON REQUEST.**

**DRAFT**

**SCHEDULE R  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Related Organizations and Unrelated Partnerships**

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.  
▶ Attach to Form 990.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2017**

Open to Public Inspection

Name of the organization **MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION** Employer identification number **95-4649884**

**Part I Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

**Part II Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
MAGNOLIA PROPERTY MANAGEMENT - 45-4683724 250 E FIRST ST LOS ANGELES, CA 90012	EDUCATIONAL FACILITIES	CALIFORNIA	501(C)(3)	LINE 11			X

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) 2017



**MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION**

Schedule R (Form 990) 2017

95-4649884 Page 2

**Part III Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	

**Part IV Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No

**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Schedule R (Form 990) 2017

**Part V Transactions With Related Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

**Note:** Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

	Yes	No
<b>1</b> During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?		
<b>a</b> Receipt of <b>(i)</b> interest, <b>(ii)</b> annuities, <b>(iii)</b> royalties, or <b>(iv)</b> rent from a controlled entity .....	<b>1a</b>	X
<b>b</b> Gift, grant, or capital contribution to related organization(s) .....	<b>1b</b>	X
<b>c</b> Gift, grant, or capital contribution from related organization(s) .....	<b>1c</b>	X
<b>d</b> Loans or loan guarantees to or for related organization(s) .....	<b>1d</b>	X
<b>e</b> Loans or loan guarantees by related organization(s) .....	<b>1e</b>	X
<b>f</b> Dividends from related organization(s) .....	<b>1f</b>	X
<b>g</b> Sale of assets to related organization(s) .....	<b>1g</b>	X
<b>h</b> Purchase of assets from related organization(s) .....	<b>1h</b>	X
<b>i</b> Exchange of assets with related organization(s) .....	<b>1i</b>	X
<b>j</b> Lease of facilities, equipment, or other assets to related organization(s) .....	<b>1j</b>	X
<b>k</b> Lease of facilities, equipment, or other assets from related organization(s) .....	<b>1k</b>	X
<b>l</b> Performance of services or membership or fundraising solicitations for related organization(s) .....	<b>1l</b>	X
<b>m</b> Performance of services or membership or fundraising solicitations by related organization(s) .....	<b>1m</b>	X
<b>n</b> Sharing of facilities, equipment, mailing lists, or other assets with related organization(s) .....	<b>1n</b>	X
<b>o</b> Sharing of paid employees with related organization(s) .....	<b>1o</b>	X
<b>p</b> Reimbursement paid to related organization(s) for expenses .....	<b>1p</b>	X
<b>q</b> Reimbursement paid by related organization(s) for expenses .....	<b>1q</b>	X
<b>r</b> Other transfer of cash or property to related organization(s) .....	<b>1r</b>	X
<b>s</b> Other transfer of cash or property from related organization(s) .....	<b>1s</b>	X

**2** If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				



**MAGNOLIA EDUCATIONAL AND RESEARCH  
FOUNDATION**

Schedule R (Form 990) 2017

95-4649884 Page 5

**Part VII Supplemental Information.**

Provide additional information for responses to questions on Schedule R. See instructions.

DRAFT

# Cover Sheet

## Approval of Revisions to the Tuition Reimbursement Policy

**Section:** II. Consent Items  
**Item:** C. Approval of Revisions to the Tuition Reimbursement Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
II C Revisions to the Tuition Reimbursement Policy.pdf  
Personnel Policies - Tuition Reimbursement Policy (revised) - 20190321.doc  
Personnel Policies - Tuition Reimbursement Policy (revised) - 20190321.pdf



Board Agenda Item #	II C – Recommendation for Approval
Date:	March 21, 2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	David Yilmaz, Chief Accountability Officer
RE:	Approval of revisions to the Tuition Reimbursement Policy

### Proposed Board Recommendation

I move that the board approve revisions to the Tuition Reimbursement Policy.

### Background

#### *History*

The MPS board of directors adopted a Tuition Reimbursement Policy on May 2, 2014 to provide employees with professional development opportunities to increase the effectiveness of their performance in their present positions, and to obtain skills, knowledge, and abilities which may improve their opportunities for advancement within the Organization.

All MPS employees with regular full-time status are covered by the scope of this policy and its guidelines. The policy is a benefit to MPS since professional development and continuous learning are necessary to maintain the quality of the Organization's staff and their ability to contribute effectively to the mission and goals of the Organization.

Over the years revisions have been made to the policy as approved by the Board. Revision History section on page 8 of the policy describes these historical revisions which include updates to the responsibilities and eligibilities sections, timeframe to remain employed by MPS after completion of the program, eligibility to receive funds in advance, and priority criteria.

#### *What Is Being Revised?*

We had added the following language to our policy on February 16, 2017:

- “In some instances, depending on the funding for each school, employees may receive the funding in advance of course completion, however failure to earn a final grade of “B” or equivalent may impact their award for other semesters and/or eligibility to receive reimbursement for the remainder of the degree program.”

We are proposing to remove the above language from the policy that allows “funding in advance of course completion.” In practice, we have not received any requests for funding in advance. Based on strong recommendation from the finance department and the c-team, we would like to continue to use the policy on a reimbursement basis and not open it for advance payment, which has potential to create complications since we would need to create objective criteria for advance payment which is difficult, and it would also be complicated to handle situations when the employee does not receive a “B” and we would have to collect the payment from the employee.

#### Budget Implications

N/A

#### How Does This Action Relate/Affect/Benefit All MSAs?

This action will help us avoid complicated situations in handling tuition payments due to the potential “advance pay” so that we can continue to implement the tuition reimbursement policy smoothly.

#### Name of Staff Originator:

David Yilmaz, Chief Accountability Officer

#### Exhibits (Attachments):

- Personnel Policies-Tuition Reimbursement Policy (current version)
- Personnel Policies-Tuition Reimbursement Policy (revised version)

**SOP # G&A123 Revision: 1**  
**Effective Date: 5/2/14**

**Prepared by: Central Office**  
**Approved by: BOD**

**Revised: March 8, 2018**

**Title: G&A123 TUITION REIMBURSEMENT**

**Policy:** To provide employees with professional development opportunities to increase the effectiveness of their performance in their present positions, and to obtain skills, knowledge, and abilities which may improve their opportunities for advancement within the Organization.

**Purpose:** Professional development and continuous learning are necessary to maintain the quality of the Organization's staff and their ability to contribute effectively to the mission and goals of the Organization.

**Scope:** All employees with regular full-time status are covered by the scope of this policy and its guidelines.

**Responsibilities:**

Principals are responsible for coordination of their staff's application process for professional development/tuition reimbursement funds with the Human Resources at the Home Office.

Human Resources is responsible for coordination of the application process.

Chief Financial Officer or designee is responsible for determining amount of funds that can be made available for professional development/tuition reimbursement after consideration of budgeted expense and reserve amounts.

Chief Executive Officer or designee is responsible for authorizing the employee application process for professional development/tuition reimbursement funds.

**Background:** The work performance of an employee is a vital key to the success of the Organization. Providing professional development opportunities to the Organization's employees is an investment in our employees' careers and the Organization's future.

**1.0 ELIGIBILITY**

1.1 Professional development programs are approved at the discretion of Chief Executive Officer or designee. Eligible professional development can be



Accounting Policies, Procedures and Forms

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obtained through baccalaureate and graduate level courses that must be taken for academic credit through colleges and universities accredited by regional organizations identified in Appendix A. Courses leading to certification must be taken at a school or through an organization that is authorized by the certifying authority to provide such educational programs.

1.2 Employees have been employed with MPS for a period of a full school year before being eligible to apply for a degree program.

1.3 Sample eligible programs:

(1) The following table categorizes the four types of programs covered under the Tuition Reimbursement policy and includes sample recommended job-related certifications and programs. Category 1 includes teaching related certification/career development programs; Category 2 includes administrative related certification/career development programs; Category 3 includes job-related master's degree program; and Category 4 includes job-related doctoral degree programs.

Accounting Policies, Procedures and Forms

<p><b>Category 1 Teaching related certification/career development programs</b></p>	<p><b>Category 2 Administrative related certification/career development programs</b></p>	<p><b>Category 3 Master's degree</b></p>
<ul style="list-style-type: none"> <li>▪ CCTC approved teacher credentialing programs (at a college or university, through college/university internship, district internship, etc.)</li> <li>▪ CCTC approved subject-matter preparation programs</li> <li>▪ BTSA induction programs</li> <li>▪ English Learner Authorization/CLAD certification</li> <li>▪ National Board certification</li> <li>▪ Undergraduate/graduate level academic courses not leading to a degree program</li> <li>▪ Testing and or programs to support a credential in a new subject.</li> <li>▪ Other programs if approved by the MPS Home Office</li> </ul> <p>(Max. reimbursement: \$5,000 per fiscal year up to a max. of 3 years)</p>	<ul style="list-style-type: none"> <li>▪ Administrative services credential</li> <li>▪ College counseling certification</li> <li>▪ Behavior intervention specialist certification</li> <li>▪ CBO certification</li> <li>▪ SHRM certification</li> <li>▪ Project management certification</li> <li>▪ IT certification</li> <li>▪ Graduate level academic courses not leading to a degree program</li> <li>▪ Undergraduate level academic courses leading to a bachelor's degree program if approved by the Home Office</li> <li>▪ Other programs if approved by the MPS Home Office</li> </ul> <p>(Max. reimbursement: \$5,000 per fiscal year up to a max. of 3 years)</p>	<ul style="list-style-type: none"> <li>▪ Job-related master's degree</li> </ul> <p>(Max. reimbursement: \$7,500 per fiscal year up to a max. of 3 years)</p> <hr/> <p style="text-align: center;"><b>Category 4 Doctoral degree</b></p> <ul style="list-style-type: none"> <li>▪ Job-related doctoral degree</li> </ul> <p>(Max. reimbursement: \$10,000 per fiscal year up to a max. of 3 years)</p>

(2) Programs leading to professional certification, i.e., certifications in Categories 1 and 2, must be in a specific job-related field of professional discipline, and should provide the participating employee with skills, knowledge and competencies applicable to their current position. This includes fees associated with a new credential in a different subject which could include CSET, or CBEST tests and/or coursework. For participation in such programs, employees may be approved for reimbursement of tuition and eligible fees up to a maximum of \$5,000 per fiscal year.

(3) Undergraduate and graduate level academic courses taken as part of a career development program in Categories 1 and 2 should provide an employee with skills, knowledge and development plans. For undergraduate, graduate, university extension, university continuing

education, and audited courses, tuition and eligible fees may be approved for reimbursement up to a maximum of \$5,000 per fiscal year.

- (4) Job-related graduate level academic programs in Categories 3 and 4, up to and including those leading to a doctoral degree, must provide an employee with skills, knowledge, and competencies that are specifically applicable to their current position classification and enhance her or his performance in that job. For participation in such graduate level courses at an accredited university, tuition and eligible fees may be approved for reimbursement up to a maximum of \$7,500 for master's and \$10,000 for doctoral programs per fiscal year.
- (5) The Human Resources may require that the employee first obtain or maintain a Category 1 certification or attend career development programs before s/he can apply for a Category 2, 3, or 4 reimbursement or maintain a Category 2 certification or attend career development programs before s/he can apply for a Category 3 or 4 reimbursement.
- (6) For any category covered under the Tuition Reimbursement policy, MPS may extend tuition reimbursement to employees for programs that can qualify the employee for a new position classification, i.e., different than their current position classification, if approved by the employee's supervisor and ratified by the Human Resources as part of a career development plan.

## **2.0 TUITION REIMBURSEMENT**

- 2.1 For courses that are taken for credit as part of a degree program, tuition and eligible fees are reimbursed only for courses taken and completed with a final grade of "B" or equivalent, or higher. For courses leading to professional certification, course registration costs will be reimbursed only after the participating employees submit evidence of having successfully completed course requirements leading to professional certification. In some instances, depending on the funding for each school, employees may receive the funding in advance of course completion, however failure to earn a final grade of "B" or equivalent may impact their award for other semesters and/or eligibility to receive reimbursement for the remainder of the degree program.
- 2.2 Graduate tuition reimbursement is generally limited to one master's and one doctoral program per employee. Tuition reimbursement for any additional graduate degree requires the approval of the CEO or designee.
- 2.3 Employees will indicate the category they are applying for, i.e., Category 1, 2, 3 or 4, in their application. Reimbursement in a given fiscal year will only be made for the expenses in the category for which the employee is authorized. Expenses in different categories cannot be combined over a fiscal year.

Accounting Policies, Procedures and Forms

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- 2.4 Required fees eligible for tuition reimbursement subject to the limitations set forth in 2.1 through 2.4 above include the State of California's equivalent to tuition fees (i.e., state education fees, state university fees, state college fees, junior and community college enrollment and registration fees for California residents), continuous enrollment fees for thesis/dissertation, microfilming or binding of dissertation or thesis fees, computer fees, and laboratory fees charged to all students and that are directly applicable to the approved course(s).
- 2.5 Employees will be reimbursed for exams that lead to professional certification, including, but not limited to, CSET, CTEL, CLAD, and CPACE. Employees need to get prior approval from their supervisors for reimbursement of exam fees. Registration fees for such exams will be reimbursed through regular reimbursement procedures; tuition reimbursement application is not required and the reimbursement will not be counted against any category reimbursement allowances. Reimbursement for exam registration will be provided only for the first time of each exam and not for the repeat of a failed exam.
- 2.5 If eligible employees are laid off due to budgetary reasons, their hours are reduced, or they go on a disability leave of absence, any approved course(s) in progress will be reimbursed, provided the course is completed with a final grade of "B" or equivalent, or higher, and fulfills the other provisions of this policy.

**3.0 NONREIMBURSABLE EXPENSES**

- 3.1 Except for courses leading to professional certification as described above, the following do not qualify for tuition reimbursement: professional seminars and workshops, symposia, short (non-credit) courses; college/university entrance exams; review programs for entrance exams; or courses at non-accredited institutions.
- 3.2 Itemized fees not reimbursable to employees include application/pre-admission registration fees, transcript fees, test preparation fees, admission testing fees, placement fees, course waiver or challenge fees, book costs, travel costs (i.e., transportation, housing, meal, etc.), parking fees, equipment/kit purchase costs, tutoring fees, deferred tuition fees, registration fees, late registration fees, course addition, deletion or transfer fees, student activity fees, student union fees, petition fees, recreation fees, health coverage costs, dissertation or thesis typing fees, development or foundation fees, institution fees, alumni fees, and other similar fees.
- 3.3 Tuition and eligible fees are not reimbursable when the employees:
- 1) Receive duplicate or comparable fees from another institution or agency, grant, scholarship, or other financial aid; or

- 2) Voluntarily terminate employment, or are terminated for cause, prior to course completion, or
  - 3) Have not received advance approval from the Chief Executive Officer or designee, particularly those associated with a degree program.
- 3.4 An employee normally is not reimbursed for a course the tuition of which was previously reimbursed under this policy. However, some courses involving research or extended study can be repeated with advance approval of the Chief Executive Officer or designee.

#### **4.0 OTHER MATTERS**

4.1 The taxability of payments to employees under the tuition reimbursement plan is in accordance with current Internal Revenue Service guidelines. (The employer-provided education assistance exclusion allows employers to offer up to \$5,250 per year in educational assistance as a tax-free benefit.)

4.2 Unless specific approval of both the employee's supervisor and the Chief Executive Officer is obtained in advance, an employee may not take a course during scheduled working hours. When the educational program requires being away from one's job during normal work hours, the employee and her or his supervisor must agree on such a schedule in advance and make necessary arrangements to assure that expectations for ongoing work assignments are met. No legal or contractual obligations for overtime premium can be incurred as a result of employees taking a course that will be reimbursed under this policy during their scheduled working hours. Participation in the tuition reimbursement program should not in any way interfere with the employee's ability to perform his or her job.

4.3 Employees who participate in this program must remain employed with Magnolia Public Schools for a period of two years after completion of their program. Should the employee leave voluntarily, they will be required to reimburse MPS for their program costs.

#### **5.0 REQUESTING FUNDS**

5.1 During the annual budgeting process, the Chief Financial Officer will evaluate how much of the Organization's resources may be allocated to fund the professional development/tuition reimbursement budget for employees after consideration of available operating expenses and required reserve amounts in each fiscal year or portion of each fiscal year as considered necessary by the Chief Financial Officer. When the total cost of the applications exceed the allocated budget for professional development/tuition reimbursement, priority will be given based on factors such as urgency, need, and number of years at the organization.

Accounting Policies, Procedures and Forms

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5.2 Applications from employees who wish to utilize tuition reimbursement funds will be accepted in the months of April and May contingent on whether funds are available for the next fiscal year. Applications received after May might be considered after the applications received in the month of April and May are processed.

5.3 To apply for tuition reimbursement, an employee should complete the Application for Academic Program Approval form in Appendix B annually and submit it to their Principal, who will submit it to the Human Resources at the Home Office. Home Office employees will submit their applications directly to the Human Resources. After obtaining supervisor's concurrence, but prior to enrolling in the course of study, the Principal (or Home Office employee) should forward the application form, along with material describing the program and course(s), to the Human Resources. The employee's supervisor may include amplifying documentation in support of program or course approval. Human Resources will coordinate the application process and submit the applications to the Chief Executive Officer or designee for certification that the proposed program and course(s) meet criteria for reimbursement.

5.4 Following review of the employee's application for tuition reimbursement, Human Resources will notify the employee in writing as to whether the application has been approved.

5.5 Upon written confirmation or approval, the employee must submit the following items for tuition reimbursement:

- (1) Written confirmation or approval for the program (Appendix B)
- (2) Request for Reimbursement of Tuition (Appendix C)
- (3) Copy of the final grade(s)
- (4) Copy of the receipt for tuition and eligible fees

Failure to provide documentation can result in discontinuation of future tuition reimbursement.

## Accounting Policies, Procedures and Forms

**Revision History:**

<b>Revision</b>	<b>Date</b>	<b>Description of changes</b>	<b>Requested By</b>
0	5/2/14	Initial Release	
1	4/15/15	Responsibilities and eligibility sections are updated; categories are defined; reimbursement limits are revised; the scope is extended to cover all employees.	David Yilmaz
2	2/11/16	Updated to include costs for additional credentials, timeframe to remain employed with MPS after completion of the program, requirements of one year of employment prior to eligibility to participate in a degree program and availability to receive funds in advance.	Terri Boatman
3	2/16/17	Updated language about availability to receive funds in advance, detailed priority criteria, and revised forms to reflect annual program application, fiscal year reimbursement is requested for, and the CEO (or Designee) approval	David Yilmaz
4	3/8/18	Updated to include tax information about exclusion of up to \$5,250 if certain requirements are met; specified bachelor's degree under Category 2; added language to extend tuition reimbursement to employees for programs that can qualify the employee for a new position classification if approved by the Human Resources as part of a career development plan. Removed the 30-day requirement for submission of documents.	David Yilmaz

## **Appendix A – List of Regional Accrediting Agencies**

- Middle States Association of Colleges and Schools
- New England Association of Schools and Colleges
- North Central Association of Colleges and Schools
- Northwest Association of Schools and Colleges
- Southern Association of Colleges and Schools
- Western Association of Schools and Colleges.



Accounting Policies, Procedures and Forms

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## Accounting Policies, Procedures and Forms

**Appendix B – Application for Academic Program Approval (Annual)****Employee Information:**

Name: _____	Email: _____
Date of Hire: _____	Scheduled Hrs/Wk: _____
Job Title: _____	Supervisor: _____
Description of job duties:	
_____	
_____	
_____	

**Academic Program Information:**

School: _____	Location: _____
Work schedule (hrs/wk) while attending school: _____	Anticipated Completion/Graduation Date: _____
Educational Goal: ___ AA      ___ BA      ___ BS      ___ Additional Training: _____	
___ MA      ___ MS      ___ MBA      ___ PhD      ___ EdD      ___ Other: _____	
Field of Study/Major: _____	Job Related: ___ No ___ Yes
-----	
___ Certificate: _____	Accrediting Organization: _____
Is this certificate recognized in the industry? ___ No ___ Yes	Job Related: ___ No ___ Yes
-----	
Will you receive any grants, scholarships or benefits to support your tuition? ___ No ___ Yes	
If yes, please provide documentation.	
Applicant's Signature: _____	Date: _____

**Supervisor's Concurrence:**

This employee meets the eligibility requirements, as stated in the Tuition Reimbursement Policy, for participation in the Tuition Reimbursement Plan (see category and program year below) and is recommended for enrollment. This form also serves as pre-approval for eligible tuition reimbursement.

- Category 1 (Max. reimbursement: \$5,000 per fiscal year up to a max. of 3 years)
- Category 2 (Max. reimbursement: \$5,000 per fiscal year up to a max. of 3 years)
- Category 3 (Max. reimbursement: \$7,500 per fiscal year up to a max. of 3 years)
- Category 4 (Max. reimbursement: \$10,000 per fiscal year up to a max. of 3 years)

Program Year:

- Year 1 (FY 20\_\_ - 20\_\_)       Year 2 (FY 20\_\_ - 20\_\_)       Year 3 (FY 20\_\_ - 20\_\_)

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CEO (or Designee) Approval:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Accounting Policies, Procedures and Forms

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## Accounting Policies, Procedures and Forms

**Appendix C – Request for Tuition Reimbursement**

Annual Academic Program Approval Form, i.e., Appendix B, must be approved before instruction begins. After registering for class(es), submit a copy of the course schedule to your supervisor. Upon course completion, submit the following along with your request for tuition reimbursement:

- Appendix B - Application for Academic Program Approval (Annual)
- Official course grades (*3.0 or B, or better, for letter-graded courses; Pass for Pass/Fail courses; Credit for Credit/No Credit courses*)
- Itemized receipt of fees paid, listing course names, units, and tuition per unit

**Employee Information:**

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**Course Information:**

School: \_\_\_\_\_ Location: \_\_\_\_\_  
Session Starting Date: \_\_\_\_\_ Ending date: \_\_\_\_\_

Course No.	Course Title	Units	Grade	Tuition
				\$
				\$
				\$
				\$
				\$

**Reimbursement Information:****Total:** \$ \_\_\_\_\_

Category:  Category 1  Category 2  Category 3  Category 4

Program Year:  Year 1 (FY 20\_\_ - 20\_\_)  Year 2 (FY 20\_\_ - 20\_\_)  Year 3 (FY 20\_\_ - 20\_\_)

Total Tuition Reimbursement Received prior to this request for the Program Year marked above:

\$ \_\_\_\_\_ (if applicable) Purchase Order Number(s): \_\_\_\_\_

Total Tuition (this session) \$ \_\_\_\_\_ Other Eligible Fees \$ \_\_\_\_\_ **Total Amount Requested \$ \_\_\_\_\_**

*The information above is correct, and I further certify that I will not receive duplicate or comparable fees for this tuition from any grant, scholarship, or benefit. MPS reserves the right to void program approval and tuition reimbursement in the case of duplicate payment.*

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Supervisor's Concurrence:**

This employee remains eligible for participation in the Tuition Reimbursement Plan.

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Amount to Pay: \$ \_\_\_\_\_

**CEO (or Designee) Approval:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Amount to Pay: \$ \_\_\_\_\_

**SOP # G&A123 Revision: 1**  
**Effective Date: 5/2/14**

**Prepared by: Central Office**  
**Approved by: BOD**

**Revised: February 14, 2019**

**Title: G&A123 TUITION REIMBURSEMENT**

**Policy:** To provide employees with professional development opportunities to increase the effectiveness of their performance in their present positions, and to obtain skills, knowledge, and abilities which may improve their opportunities for advancement within the Organization.

**Purpose:** Professional development and continuous learning are necessary to maintain the quality of the Organization's staff and their ability to contribute effectively to the mission and goals of the Organization.

**Scope:** All employees with regular full-time status are covered by the scope of this policy and its guidelines.

**Responsibilities:**

Principals are responsible for coordination of their staff's application process for professional development/tuition reimbursement funds with the Human Resources at the Home Office.

Human Resources is responsible for coordination of the application process.

Chief Financial Officer or designee is responsible for determining amount of funds that can be made available for professional development/tuition reimbursement after consideration of budgeted expense and reserve amounts.

Chief Executive Officer or designee is responsible for authorizing the employee application process for professional development/tuition reimbursement funds.

**Background:** The work performance of an employee is a vital key to the success of the Organization. Providing professional development opportunities to the Organization's employees is an investment in our employees' careers and the Organization's future.

**1.0 ELIGIBILITY**

1.1 Professional development programs are approved at the discretion of Chief Executive Officer or designee. Eligible professional development can be

Accounting Policies, Procedures and Forms

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obtained through baccalaureate and graduate level courses that must be taken for academic credit through colleges and universities accredited by regional organizations identified in Appendix A. Courses leading to certification must be taken at a school or through an organization that is authorized by the certifying authority to provide such educational programs.

1.2 Employees have been employed with MPS for a period of a full school year before being eligible to apply for a degree program.

1.3 Sample eligible programs:

(1) The following table categorizes the four types of programs covered under the Tuition Reimbursement policy and includes sample recommended job-related certifications and programs. Category 1 includes teaching related certification/career development programs; Category 2 includes administrative related certification/career development programs; Category 3 includes job-related master's degree program; and Category 4 includes job-related doctoral degree programs.

## Accounting Policies, Procedures and Forms

<b>Category 1 Teaching related certification/career development programs</b>	<b>Category 2 Administrative related certification/career development programs</b>	<b>Category 3 Master's degree</b>
<ul style="list-style-type: none"> <li>▪ CCTC approved teacher credentialing programs (at a college or university, through college/university internship, district internship, etc.)</li> <li>▪ CCTC approved subject-matter preparation programs</li> <li>▪ BTSA induction programs</li> <li>▪ English Learner Authorization/CLAD certification</li> <li>▪ National Board certification</li> <li>▪ Undergraduate/graduate level academic courses not leading to a degree program</li> <li>▪ Testing and or programs to support a credential in a new subject.</li> <li>▪ Other programs if approved by the MPS Home Office</li> </ul> <p>(Max. reimbursement: \$5,000 per fiscal year up to a max. of 3 years)</p>	<ul style="list-style-type: none"> <li>▪ Administrative services credential</li> <li>▪ College counseling certification</li> <li>▪ Behavior intervention specialist certification</li> <li>▪ CBO certification</li> <li>▪ SHRM certification</li> <li>▪ Project management certification</li> <li>▪ IT certification</li> <li>▪ Graduate level academic courses not leading to a degree program</li> <li>▪ Undergraduate level academic courses leading to a bachelor's degree program if approved by the Home Office</li> <li>▪ Other programs if approved by the MPS Home Office</li> </ul> <p>(Max. reimbursement: \$5,000 per fiscal year up to a max. of 3 years)</p>	<ul style="list-style-type: none"> <li>▪ Job-related master's degree</li> </ul> <p>(Max. reimbursement: \$7,500 per fiscal year up to a max. of 3 years)</p>
		<b>Category 4 Doctoral degree</b>
		<ul style="list-style-type: none"> <li>▪ Job-related doctoral degree</li> </ul> <p>(Max. reimbursement: \$10,000 per fiscal year up to a max. of 3 years)</p>

(2) Programs leading to professional certification, i.e., certifications in Categories 1 and 2, must be in a specific job-related field of professional discipline, and should provide the participating employee with skills, knowledge and competencies applicable to their current position. This includes fees associated with a new credential in a different subject which could include CSET, or CBEST tests and/or coursework. For participation in such programs, employees may be approved for reimbursement of tuition and eligible fees up to a maximum of \$5,000 per fiscal year.

(3) Undergraduate and graduate level academic courses taken as part of a career development program in Categories 1 and 2 should provide an employee with skills, knowledge and development plans. For undergraduate, graduate, university extension, university continuing

Accounting Policies, Procedures and Forms

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education, and audited courses, tuition and eligible fees may be approved for reimbursement up to a maximum of \$5,000 per fiscal year.

- (4) Job-related graduate level academic programs in Categories 3 and 4, up to and including those leading to a doctoral degree, must provide an employee with skills, knowledge, and competencies that are specifically applicable to their current position classification and enhance her or his performance in that job. For participation in such graduate level courses at an accredited university, tuition and eligible fees may be approved for reimbursement up to a maximum of \$7,500 for master's and \$10,000 for doctoral programs per fiscal year.
- (5) The Human Resources may require that the employee first obtain or maintain a Category 1 certification or attend career development programs before s/he can apply for a Category 2, 3, or 4 reimbursement or maintain a Category 2 certification or attend career development programs before s/he can apply for a Category 3 or 4 reimbursement.
- (6) For any category covered under the Tuition Reimbursement policy, MPS may extend tuition reimbursement to employees for programs that can qualify the employee for a new position classification, i.e., different than their current position classification, if approved by the employee's supervisor and ratified by the Human Resources as part of a career development plan.

## **2.0 TUITION REIMBURSEMENT**

- 2.1 For courses that are taken for credit as part of a degree program, tuition and eligible fees are reimbursed only for courses taken and completed with a final grade of "B" or equivalent, or higher. For courses leading to professional certification, course registration costs will be reimbursed only after the participating employees submit evidence of having successfully completed course requirements leading to professional certification.
- 2.2 Graduate tuition reimbursement is generally limited to one master's and one doctoral program per employee. Tuition reimbursement for any additional graduate degree requires the approval of the CEO or designee.
- 2.3 Employees will indicate the category they are applying for, i.e., Category 1, 2, 3 or 4, in their application. Reimbursement in a given fiscal year will only be made for the expenses in the category for which the employee is authorized. Expenses in different categories cannot be combined over a fiscal year.
- 2.4 Required fees eligible for tuition reimbursement subject to the limitations set forth in 2.1 through 2.4 above include the State of California's equivalent to tuition fees (i.e., state education fees, state university fees, state college fees, junior and community college enrollment and registration fees for California residents), continuous enrollment fees for thesis/dissertation, microfilming



or binding of dissertation or thesis fees, computer fees, and laboratory fees charged to all students and that are directly applicable to the approved course(s).

- 2.5 Employees will be reimbursed for exams that lead to professional certification, including, but not limited to, CSET, CTEL, CLAD, and CPACE. Employees need to get prior approval from their supervisors for reimbursement of exam fees. Registration fees for such exams will be reimbursed through regular reimbursement procedures; tuition reimbursement application is not required and the reimbursement will not be counted against any category reimbursement allowances. Reimbursement for exam registration will be provided only for the first time of each exam and not for the repeat of a failed exam.
- 2.5 If eligible employees are laid off due to budgetary reasons, their hours are reduced, or they go on a disability leave of absence, any approved course(s) in progress will be reimbursed, provided the course is completed with a final grade of "B" or equivalent, or higher, and fulfills the other provisions of this policy.

### **3.0 NONREIMBURSABLE EXPENSES**

- 3.1 Except for courses leading to professional certification as described above, the following do not qualify for tuition reimbursement: professional seminars and workshops, symposia, short (non-credit) courses; college/university entrance exams; review programs for entrance exams; or courses at non-accredited institutions.
- 3.2 Itemized fees not reimbursable to employees include application/pre-admission registration fees, transcript fees, test preparation fees, admission testing fees, placement fees, course waiver or challenge fees, book costs, travel costs (i.e., transportation, housing, meal, etc.), parking fees, equipment/kit purchase costs, tutoring fees, deferred tuition fees, registration fees, late registration fees, course addition, deletion or transfer fees, student activity fees, student union fees, petition fees, recreation fees, health coverage costs, dissertation or thesis typing fees, development or foundation fees, institution fees, alumni fees, and other similar fees.
- 3.3 Tuition and eligible fees are not reimbursable when the employees:
- 1) Receive duplicate or comparable fees from another institution or agency, grant, scholarship, or other financial aid; or
  - 2) Voluntarily terminate employment, or are terminated for cause, prior to course completion, or
  - 3) Have not received advance approval from the Chief Executive Officer or designee, particularly those associated with a degree program.

- 3.4 An employee normally is not reimbursed for a course the tuition of which was previously reimbursed under this policy. However, some courses involving research or extended study can be repeated with advance approval of the Chief Executive Officer or designee.

#### **4.0 OTHER MATTERS**

4.1 The taxability of payments to employees under the tuition reimbursement plan is in accordance with current Internal Revenue Service guidelines. (The employer-provided education assistance exclusion allows employers to offer up to \$5,250 per year in educational assistance as a tax-free benefit.)

4.2 Unless specific approval of both the employee's supervisor and the Chief Executive Officer is obtained in advance, an employee may not take a course during scheduled working hours. When the educational program requires being away from one's job during normal work hours, the employee and her or his supervisor must agree on such a schedule in advance and make necessary arrangements to assure that expectations for ongoing work assignments are met. No legal or contractual obligations for overtime premium can be incurred as a result of employees taking a course that will be reimbursed under this policy during their scheduled working hours. Participation in the tuition reimbursement program should not in any way interfere with the employee's ability to perform his or her job.

4.3 Employees who participate in this program must remain employed with Magnolia Public Schools for a period of two years after completion of their program. Should the employee leave voluntarily, they will be required to reimburse MPS for their program costs.

#### **5.0 REQUESTING FUNDS**

5.1 During the annual budgeting process, the Chief Financial Officer will evaluate how much of the Organization's resources may be allocated to fund the professional development/tuition reimbursement budget for employees after consideration of available operating expenses and required reserve amounts in each fiscal year or portion of each fiscal year as considered necessary by the Chief Financial Officer. When the total cost of the applications exceed the allocated budget for professional development/tuition reimbursement, priority will be given based on factors such as urgency, need, and number of years at the organization.

5.2 Applications from employees who wish to utilize tuition reimbursement funds will be accepted in the months of April and May contingent on whether funds are available for the next fiscal year. Applications received after May might be considered after the applications received in the month of April and May are processed.

Accounting Policies, Procedures and Forms

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5.3 To apply for tuition reimbursement, an employee should complete the Application for Academic Program Approval form in Appendix B annually and submit it to their Principal, who will submit it to the Human Resources at the Home Office. Home Office employees will submit their applications directly to the Human Resources. After obtaining supervisor's concurrence, but prior to enrolling in the course of study, the Principal (or Home Office employee) should forward the application form, along with material describing the program and course(s), to the Human Resources. The employee's supervisor may include amplifying documentation in support of program or course approval. Human Resources will coordinate the application process and submit the applications to the Chief Executive Officer or designee for certification that the proposed program and course(s) meet criteria for reimbursement.

5.4 Following review of the employee's application for tuition reimbursement, Human Resources will notify the employee in writing as to whether the application has been approved.

5.5 Upon written confirmation or approval, the employee must submit the following items for tuition reimbursement:

- (1) Written confirmation or approval for the program (Appendix B)
- (2) Request for Reimbursement of Tuition (Appendix C)
- (3) Copy of the final grade(s)
- (4) Copy of the receipt for tuition and eligible fees

Failure to provide documentation can result in discontinuation of future tuition reimbursement.

## Accounting Policies, Procedures and Forms

**Revision History:**

<b>Revision</b>	<b>Date</b>	<b>Description of changes</b>	<b>Requested By</b>
0	5/2/14	Initial Release	
1	4/15/15	Responsibilities and eligibility sections are updated; categories are defined; reimbursement limits are revised; the scope is extended to cover all employees.	David Yilmaz
2	2/11/16	Updated to include costs for additional credentials, timeframe to remain employed with MPS after completion of the program, requirements of one year of employment prior to eligibility to participate in a degree program and availability to receive funds in advance.	Terri Boatman
3	2/16/17	Updated language about availability to receive funds in advance, detailed priority criteria, and revised forms to reflect annual program application, fiscal year reimbursement is requested for, and the CEO (or Designee) approval	David Yilmaz
4	3/8/18	Updated to include tax information about exclusion of up to \$5,250 if certain requirements are met; specified bachelor's degree under Category 2; added language to extend tuition reimbursement to employees for programs that can qualify the employee for a new position classification if approved by the Human Resources as part of a career development plan. Removed the 30-day requirement for submission of documents.	David Yilmaz
5	2/14/19	Removed language about availability to receive funds in advance.	David Yilmaz

## **Appendix A – List of Regional Accrediting Agencies**

- Middle States Association of Colleges and Schools
- New England Association of Schools and Colleges
- North Central Association of Colleges and Schools
- Northwest Association of Schools and Colleges
- Southern Association of Colleges and Schools
- Western Association of Schools and Colleges.

Accounting Policies, Procedures and Forms

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## Accounting Policies, Procedures and Forms

**Appendix B – Application for Academic Program Approval (Annual)****Employee Information:**

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
 Date of Hire: \_\_\_\_\_ Scheduled Hrs/Wk: \_\_\_\_\_  
 Job Title: \_\_\_\_\_ Supervisor: \_\_\_\_\_  
 Description of job duties:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Academic Program Information:**

School: \_\_\_\_\_ Location: \_\_\_\_\_  
 Work schedule (hrs/wk) while attending school: \_\_\_\_\_ Anticipated Completion/Graduation Date: \_\_\_\_\_  
 Educational Goal: \_\_\_ AA \_\_\_ BA \_\_\_ BS \_\_\_ Additional Training: \_\_\_\_\_  
 \_\_\_ MA \_\_\_ MS \_\_\_ MBA \_\_\_ PhD \_\_\_ EdD \_\_\_ Other: \_\_\_\_\_  
 Field of Study/Major: \_\_\_\_\_ Job Related: \_\_\_ No \_\_\_ Yes  
 -----  
 \_\_\_ Certificate: \_\_\_\_\_ Accrediting Organization: \_\_\_\_\_  
 Is this certificate recognized in the industry? \_\_\_ No \_\_\_ Yes Job Related: \_\_\_ No \_\_\_ Yes  
 -----  
 Will you receive any grants, scholarships or benefits to support your tuition? \_\_\_ No \_\_\_ Yes  
 If yes, please provide documentation.  
 Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Supervisor's Concurrence:**

This employee meets the eligibility requirements, as stated in the Tuition Reimbursement Policy, for participation in the Tuition Reimbursement Plan (see category and program year below) and is recommended for enrollment. This form also serves as pre-approval for eligible tuition reimbursement.

- Category 1 (Max. reimbursement: \$5,000 per fiscal year up to a max. of 3 years)  
 Category 2 (Max. reimbursement: \$5,000 per fiscal year up to a max. of 3 years)  
 Category 3 (Max. reimbursement: \$7,500 per fiscal year up to a max. of 3 years)  
 Category 4 (Max. reimbursement: \$10,000 per fiscal year up to a max. of 3 years)

Program Year:

- Year 1 (FY 20\_\_ - 20\_\_)  Year 2 (FY 20\_\_ - 20\_\_)  Year 3 (FY 20\_\_ - 20\_\_)

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CEO (or Designee) Approval:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Accounting Policies, Procedures and Forms

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Accounting Policies, Procedures and Forms

### Appendix C – Request for Tuition Reimbursement

Annual Academic Program Approval Form, i.e., Appendix B, must be approved before instruction begins. After registering for class(es), submit a copy of the course schedule to your supervisor. Upon course completion, submit the following along with your request for tuition reimbursement:

- Appendix B - Application for Academic Program Approval (Annual)
- Official course grades (3.0 or B, or better, for letter-graded courses; Pass for Pass/Fail courses; Credit for Credit/No Credit courses)
- Itemized receipt of fees paid, listing course names, units, and tuition per unit

**Employee Information:**

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
 Job Title: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**Course Information:**

School: \_\_\_\_\_ Location: \_\_\_\_\_  
 Session Starting Date: \_\_\_\_\_ Ending date: \_\_\_\_\_

Course No.	Course Title	Units	Grade	Tuition
				\$
				\$
				\$
				\$
				\$

**Reimbursement Information:** **Total:** \$ \_\_\_\_\_

Category:  Category 1  Category 2  Category 3  Category 4

Program Year:  Year 1 (FY 20\_\_ - 20\_\_)  Year 2 (FY 20\_\_ - 20\_\_)  Year 3 (FY 20\_\_ - 20\_\_)

Total Tuition Reimbursement Received prior to this request for the Program Year marked above:  
 \$ \_\_\_\_\_ (if applicable) Purchase Order Number(s): \_\_\_\_\_

Total Tuition (this session) \$ \_\_\_\_\_ Other Eligible Fees \$ \_\_\_\_\_ **Total Amount Requested \$ \_\_\_\_\_**

*The information above is correct, and I further certify that I will not receive duplicate or comparable fees for this tuition from any grant, scholarship, or benefit. MPS reserves the right to void program approval and tuition reimbursement in the case of duplicate payment.*

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Supervisor’s Concurrence:**

This employee remains eligible for participation in the Tuition Reimbursement Plan.

Supervisor’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Amount to Pay: \$ \_\_\_\_\_

**CEO (or Designee) Approval:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Amount to Pay: \$ \_\_\_\_\_

**SOP # G&A123 Revision: 1**

**Effective Date: 5/2/14**

**Revised: March 21, 2019**

**Prepared by: Central Office**

**Approved by: BOD**

**Title: G&A123 TUITION REIMBURSEMENT**

**Policy:** To provide employees with professional development opportunities to increase the effectiveness of their performance in their present positions, and to obtain skills, knowledge, and abilities which may improve their opportunities for advancement within the Organization.

**Purpose:** Professional development and continuous learning are necessary to maintain the quality of the Organization's staff and their ability to contribute effectively to the mission and goals of the Organization.

**Scope:** All employees with regular full-time status are covered by the scope of this policy and its guidelines.

**Responsibilities:**

Principals are responsible for coordination of their staff's application process for professional development/tuition reimbursement funds with the Human Resources at the Home Office.

Human Resources is responsible for coordination of the application process.

Chief Financial Officer or designee is responsible for determining amount of funds that can be made available for professional development/tuition reimbursement after consideration of budgeted expense and reserve amounts.

Chief Executive Officer or designee is responsible for authorizing the employee application process for professional development/tuition reimbursement funds.

**Background:** The work performance of an employee is a vital key to the success of the Organization. Providing professional development opportunities to the Organization's employees is an investment in our employees' careers and the Organization's future.

**1.0 ELIGIBILITY**

1.1 Professional development programs are approved at the discretion of Chief Executive Officer or designee. Eligible professional development can be

Accounting Policies, Procedures and Forms

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obtained through baccalaureate and graduate level courses that must be taken for academic credit through colleges and universities accredited by regional organizations identified in Appendix A. Courses leading to certification must be taken at a school or through an organization that is authorized by the certifying authority to provide such educational programs.

1.2 Employees have been employed with MPS for a period of a full school year before being eligible to apply for a degree program.

1.3 Sample eligible programs:

(1) The following table categorizes the four types of programs covered under the Tuition Reimbursement policy and includes sample recommended job-related certifications and programs. Category 1 includes teaching related certification/career development programs; Category 2 includes administrative related certification/career development programs; Category 3 includes job-related master's degree program; and Category 4 includes job-related doctoral degree programs.

## Accounting Policies, Procedures and Forms

<b>Category 1 Teaching related certification/career development programs</b>	<b>Category 2 Administrative related certification/career development programs</b>	<b>Category 3 Master's degree</b>
<ul style="list-style-type: none"> <li>▪ CCTC approved teacher credentialing programs (at a college or university, through college/university internship, district internship, etc.)</li> <li>▪ CCTC approved subject-matter preparation programs</li> <li>▪ BTSA induction programs</li> <li>▪ English Learner Authorization/CLAD certification</li> <li>▪ National Board certification</li> <li>▪ Undergraduate/graduate level academic courses not leading to a degree program</li> <li>▪ Testing and or programs to support a credential in a new subject.</li> <li>▪ Other programs if approved by the MPS Home Office</li> </ul> <p>(Max. reimbursement: \$5,000 per fiscal year up to a max. of 3 years)</p>	<ul style="list-style-type: none"> <li>▪ Administrative services credential</li> <li>▪ College counseling certification</li> <li>▪ Behavior intervention specialist certification</li> <li>▪ CBO certification</li> <li>▪ SHRM certification</li> <li>▪ Project management certification</li> <li>▪ IT certification</li> <li>▪ Graduate level academic courses not leading to a degree program</li> <li>▪ Undergraduate level academic courses leading to a bachelor's degree program if approved by the Home Office</li> <li>▪ Other programs if approved by the MPS Home Office</li> </ul> <p>(Max. reimbursement: \$5,000 per fiscal year up to a max. of 3 years)</p>	<ul style="list-style-type: none"> <li>▪ Job-related master's degree</li> </ul> <p>(Max. reimbursement: \$7,500 per fiscal year up to a max. of 3 years)</p>
		<b>Category 4 Doctoral degree</b>
		<ul style="list-style-type: none"> <li>▪ Job-related doctoral degree</li> </ul> <p>(Max. reimbursement: \$10,000 per fiscal year up to a max. of 3 years)</p>

(2) Programs leading to professional certification, i.e., certifications in Categories 1 and 2, must be in a specific job-related field of professional discipline, and should provide the participating employee with skills, knowledge and competencies applicable to their current position. This includes fees associated with a new credential in a different subject which could include CSET, or CBEST tests and/or coursework. For participation in such programs, employees may be approved for reimbursement of tuition and eligible fees up to a maximum of \$5,000 per fiscal year.

(3) Undergraduate and graduate level academic courses taken as part of a career development program in Categories 1 and 2 should provide an employee with skills, knowledge and development plans. For undergraduate, graduate, university extension, university continuing

Accounting Policies, Procedures and Forms

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- education, and audited courses, tuition and eligible fees may be approved for reimbursement up to a maximum of \$5,000 per fiscal year.
- (4) Job-related graduate level academic programs in Categories 3 and 4, up to and including those leading to a doctoral degree, must provide an employee with skills, knowledge, and competencies that are specifically applicable to their current position classification and enhance her or his performance in that job. For participation in such graduate level courses at an accredited university, tuition and eligible fees may be approved for reimbursement up to a maximum of \$7,500 for master's and \$10,000 for doctoral programs per fiscal year.
- (5) The Human Resources may require that the employee first obtain or maintain a Category 1 certification or attend career development programs before s/he can apply for a Category 2, 3, or 4 reimbursement or maintain a Category 2 certification or attend career development programs before s/he can apply for a Category 3 or 4 reimbursement.
- (6) For any category covered under the Tuition Reimbursement policy, MPS may extend tuition reimbursement to employees for programs that can qualify the employee for a new position classification, i.e., different than their current position classification, if approved by the employee's supervisor and ratified by the Human Resources as part of a career development plan.

**2.0 TUITION REIMBURSEMENT**

- 2.1 For courses that are taken for credit as part of a degree program, tuition and eligible fees are reimbursed only for courses taken and completed with a final grade of "B" or equivalent, or higher. For courses leading to professional certification, course registration costs will be reimbursed only after the participating employees submit evidence of having successfully completed course requirements leading to professional certification.
- 2.2 Graduate tuition reimbursement is generally limited to one master's and one doctoral program per employee. Tuition reimbursement for any additional graduate degree requires the approval of the CEO or designee.
- 2.3 Employees will indicate the category they are applying for, i.e., Category 1, 2, 3 or 4, in their application. Reimbursement in a given fiscal year will only be made for the expenses in the category for which the employee is authorized. Expenses in different categories cannot be combined over a fiscal year.
- 2.4 Required fees eligible for tuition reimbursement subject to the limitations set forth in 2.1 through 2.4 above include the State of California's equivalent to tuition fees (i.e., state education fees, state university fees, state college fees, junior and community college enrollment and registration fees for California residents), continuous enrollment fees for thesis/dissertation, microfilming

or binding of dissertation or thesis fees, computer fees, and laboratory fees charged to all students and that are directly applicable to the approved course(s).

- 2.5 Employees will be reimbursed for exams that lead to professional certification, including, but not limited to, CSET, CTEL, CLAD, and CPACE. Employees need to get prior approval from their supervisors for reimbursement of exam fees. Registration fees for such exams will be reimbursed through regular reimbursement procedures; tuition reimbursement application is not required and the reimbursement will not be counted against any category reimbursement allowances. Reimbursement for exam registration will be provided only for the first time of each exam and not for the repeat of a failed exam.
- 2.5 If eligible employees are laid off due to budgetary reasons, their hours are reduced, or they go on a disability leave of absence, any approved course(s) in progress will be reimbursed, provided the course is completed with a final grade of "B" or equivalent, or higher, and fulfills the other provisions of this policy.

### **3.0 NONREIMBURSABLE EXPENSES**

- 3.1 Except for courses leading to professional certification as described above, the following do not qualify for tuition reimbursement: professional seminars and workshops, symposia, short (non-credit) courses; college/university entrance exams; review programs for entrance exams; or courses at non-accredited institutions.
- 3.2 Itemized fees not reimbursable to employees include application/pre-admission registration fees, transcript fees, test preparation fees, admission testing fees, placement fees, course waiver or challenge fees, book costs, travel costs (i.e., transportation, housing, meal, etc.), parking fees, equipment/kit purchase costs, tutoring fees, deferred tuition fees, registration fees, late registration fees, course addition, deletion or transfer fees, student activity fees, student union fees, petition fees, recreation fees, health coverage costs, dissertation or thesis typing fees, development or foundation fees, institution fees, alumni fees, and other similar fees.
- 3.3 Tuition and eligible fees are not reimbursable when the employees:
- 1) Receive duplicate or comparable fees from another institution or agency, grant, scholarship, or other financial aid; or
  - 2) Voluntarily terminate employment, or are terminated for cause, prior to course completion, or
  - 3) Have not received advance approval from the Chief Executive Officer or designee, particularly those associated with a degree program.

- 3.4 An employee normally is not reimbursed for a course the tuition of which was previously reimbursed under this policy. However, some courses involving research or extended study can be repeated with advance approval of the Chief Executive Officer or designee.

#### **4.0 OTHER MATTERS**

4.1 The taxability of payments to employees under the tuition reimbursement plan is in accordance with current Internal Revenue Service guidelines. (The employer-provided education assistance exclusion allows employers to offer up to \$5,250 per year in educational assistance as a tax-free benefit.)

4.2 Unless specific approval of both the employee's supervisor and the Chief Executive Officer is obtained in advance, an employee may not take a course during scheduled working hours. When the educational program requires being away from one's job during normal work hours, the employee and her or his supervisor must agree on such a schedule in advance and make necessary arrangements to assure that expectations for ongoing work assignments are met. No legal or contractual obligations for overtime premium can be incurred as a result of employees taking a course that will be reimbursed under this policy during their scheduled working hours. Participation in the tuition reimbursement program should not in any way interfere with the employee's ability to perform his or her job.

4.3 Employees who participate in this program must remain employed with Magnolia Public Schools for a period of two years after completion of their program. Should the employee leave voluntarily, they will be required to reimburse MPS for their program costs.

#### **5.0 REQUESTING FUNDS**

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5.2 Applications from employees who wish to utilize tuition reimbursement funds will be accepted in the months of April and May contingent on whether funds are available for the next fiscal year. Applications received after May might be considered after the applications received in the month of April and May are processed.

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Accounting Policies, Procedures and Forms

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5.3 To apply for tuition reimbursement, an employee should complete the Application for Academic Program Approval form in Appendix B annually and submit it to their Principal, who will submit it to the Human Resources at the Home Office. Home Office employees will submit their applications directly to the Human Resources. After obtaining supervisor's concurrence, but prior to enrolling in the course of study, the Principal (or Home Office employee) should forward the application form, along with material describing the program and course(s), to the Human Resources. The employee's supervisor may include amplifying documentation in support of program or course approval. Human Resources will coordinate the application process and submit the applications to the Chief Executive Officer or designee for certification that the proposed program and course(s) meet criteria for reimbursement.

5.4 Following review of the employee's application for tuition reimbursement, Human Resources will notify the employee in writing as to whether the application has been approved.

5.5 Upon written confirmation or approval, the employee must submit the following items for tuition reimbursement:

- (1) Written confirmation or approval for the program (Appendix B)
- (2) Request for Reimbursement of Tuition (Appendix C)
- (3) Copy of the final grade(s)
- (4) Copy of the receipt for tuition and eligible fees

Failure to provide documentation can result in discontinuation of future tuition reimbursement.



## Accounting Policies, Procedures and Forms

**Revision History:**

<b>Revision</b>	<b>Date</b>	<b>Description of changes</b>	<b>Requested By</b>
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1	4/15/15	Responsibilities and eligibility sections are updated; categories are defined; reimbursement limits are revised; the scope is extended to cover all employees.	David Yilmaz
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4	3/8/18	Updated to include tax information about exclusion of up to \$5,250 if certain requirements are met; specified bachelor's degree under Category 2; added language to extend tuition reimbursement to employees for programs that can qualify the employee for a new position classification if approved by the Human Resources as part of a career development plan. Removed the 30-day requirement for submission of documents.	David Yilmaz
5	3/21/19	Removed language about availability to receive funds in advance; added language to Appendix B about understanding of the provisions of the policy before signature line	David Yilmaz

## **Appendix A – List of Regional Accrediting Agencies**

- Middle States Association of Colleges and Schools
- New England Association of Schools and Colleges
- North Central Association of Colleges and Schools
- Northwest Association of Schools and Colleges
- Southern Association of Colleges and Schools
- Western Association of Schools and Colleges.

Accounting Policies, Procedures and Forms

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## Accounting Policies, Procedures and Forms

**Appendix B – Application for Academic Program Approval (Annual)****Employee Information:**

Name: _____	Email: _____
Date of Hire: _____	Scheduled Hrs/Wk: _____
Job Title: _____	Supervisor: _____
Description of job duties: _____	

**Academic Program Information:**

School: _____	Location: _____
Work schedule (hrs/wk) while attending school: _____	Anticipated Completion/Graduation Date: _____
Educational Goal: ___ AA      ___ BA      ___ BS      ___ Additional Training: _____	
___ MA      ___ MS      ___ MBA      ___ PhD      ___ EdD      ___ Other: _____	
Field of Study/Major: _____	Job Related: ___ No ___ Yes
-----	
___ Certificate: _____	Accrediting Organization: _____
Is this certificate recognized in the industry? ___ No ___ Yes	Job Related: ___ No ___ Yes
-----	
Will you receive any grants, scholarships or benefits to support your tuition? ___ No ___ Yes	
If yes, please provide documentation.	
<i>I have received a copy of the MPS Tuition Reimbursement Policy. I understand that the provisions of the MPS Tuition Reimbursement Policy will control over any contrary statements, representations or assurances made by any supervisory personnel except those made in writing by the Chief Executive Officer or his or her designee. I understand that if I participate in the Tuition Reimbursement program I must remain employed with MPS for a period of two years after completion of my program. I understand that tuition and eligible fees are not reimbursable when employees voluntarily terminate employment, or are terminated for cause, prior to course completion or within two years after completion of the program.</i>	
Applicant's Signature: _____	Date: _____

**Supervisor's Concurrence:**

This employee meets the eligibility requirements, as stated in the Tuition Reimbursement Policy, for participation in the Tuition Reimbursement Plan (see category and program year below) and is recommended for enrollment. This form also serves as pre-approval for eligible tuition reimbursement.

- Category 1 (Max. reimbursement: \$5,000 per fiscal year up to a max. of 3 years)
- Category 2 (Max. reimbursement: \$5,000 per fiscal year up to a max. of 3 years)
- Category 3 (Max. reimbursement: \$7,500 per fiscal year up to a max. of 3 years)
- Category 4 (Max. reimbursement: \$10,000 per fiscal year up to a max. of 3 years)

Program Year:

- Year 1 (FY 20\_\_ - 20\_\_)       Year 2 (FY 20\_\_ - 20\_\_)       Year 3 (FY 20\_\_ - 20\_\_)

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CEO (or Designee) Approval:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Accounting Policies, Procedures and Forms

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## Accounting Policies, Procedures and Forms

**Appendix C – Request for Tuition Reimbursement**

Annual Academic Program Approval Form, i.e., Appendix B, must be approved before instruction begins. After registering for class(es), submit a copy of the course schedule to your supervisor. Upon course completion, submit the following along with your request for tuition reimbursement:

- Appendix B - Application for Academic Program Approval (Annual)
- Official course grades (*3.0 or B, or better, for letter-graded courses; Pass for Pass/Fail courses; Credit for Credit/No Credit courses*)
- Itemized receipt of fees paid, listing course names, units, and tuition per unit

**Employee Information:**

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**Course Information:**

School: \_\_\_\_\_ Location: \_\_\_\_\_  
Session Starting Date: \_\_\_\_\_ Ending date: \_\_\_\_\_

Course No.	Course Title	Units	Grade	Tuition
				\$
				\$
				\$
				\$
				\$

**Reimbursement Information:****Total:** \$ \_\_\_\_\_

Category:  Category 1  Category 2  Category 3  Category 4

Program Year:  Year 1 (FY 20\_\_ - 20\_\_)  Year 2 (FY 20\_\_ - 20\_\_)  Year 3 (FY 20\_\_ - 20\_\_)

Total Tuition Reimbursement Received prior to this request for the Program Year marked above:

\$ \_\_\_\_\_ (if applicable) Purchase Order Number(s): \_\_\_\_\_

Total Tuition (this session) \$ \_\_\_\_\_ Other Eligible Fees \$ \_\_\_\_\_ **Total Amount Requested \$ \_\_\_\_\_**

*The information above is correct, and I further certify that I will not receive duplicate or comparable fees for this tuition from any grant, scholarship, or benefit. MPS reserves the right to void program approval and tuition reimbursement in the case of duplicate payment.*

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Supervisor's Concurrence:**

This employee remains eligible for participation in the Tuition Reimbursement Plan.

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Amount to Pay: \$ \_\_\_\_\_

**CEO (or Designee) Approval:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Amount to Pay: \$ \_\_\_\_\_

# Cover Sheet

## Approval of Updates to the Camera Surveillance Policy for MSA-2

**Section:** II. Consent Items  
**Item:** D. Approval of Updates to the Camera Surveillance Policy for  
MSA-2  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II D MSA 2 Security Cameras.pdf



Board Agenda Item #	II D- Consent Item
Date:	March 21, 2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Steven Keskindurk, Principal, MSA-2 Patrick Ontiveros, General Counsel & Director of Facilities David Yilmaz, Chief Accountability Officer
RE:	Approval of revisions to the "Use of Security Cameras at MPS" policy

### Proposed Board Recommendation

I move that the board approve revisions to the "Use of Security Cameras at MPS" policy.

### Background

#### *Past Board Actions*

On October 11, 2018 the board approved MSA-2's use of reserves to contract for the purchase and installation of classroom cameras with two conditions: 1) that our camera use policy would comply with the authorizer's (LACOE) guidelines/suggestions and 2) the building owner (LAUSD) would give permission for the installation of cameras.

#### *Update Since Last Board Approval*

MSA-2 received approval from LAUSD for installation of security cameras. MSA-2 also sought feedback from LACOE regarding the use of security cameras. Their feedback was as follows:



- Add language about the CEO having to authorize personnel and any others to view the footage before they can see, this applies to personnel not already authorized by the policy
- Have two staff members viewing the footage at any particular time and not one individual employee
- Add that there is no live footage or audio
- Add language from the employee handbook to the policy that specifies consequences if tampering with material
  - such as at-will contract information
  - employee termination
- Add all relevant information from the student/parent handbook

MPS Home Office team and MSA-2 school leadership worked with our legal counsel YMC and revised the policy in response to LACOE's comments as well as to meet general compliance with the proper use of security cameras. Our legal counsel has also provided us with sample notification to our stakeholders, including students/parents and employees, that will also be included in our student/parent and employee handbooks. The revised handbooks will reference to the policy.

Please find attached three copies of the security cameras policy:

- The old version as approved by the board,
- The redline version of the revised policy with comments, and
- Clean version of the revised policy

Also find attached the board cover page from October 11, 2018.

#### Budget Implications

Please refer to the approved agenda item from October 11, 2018, as approved by the board.

#### How Does This Action Relate/Affect/Benefit All MSAs?

This action allows MPS to use security cameras to protect the health, safety, and welfare of students and staff.

#### Name of Staff Originator:

Steven Keskindurk, Principal, MSA-2

Patrick Ontiveros, General Counsel & Director of Facilities

David Yilmaz, Chief Accountability Officer

Exhibits (Attachments):

- The old version of the policy as approved by the board (Security Camera Policy - clean copy)
- The redline version of the revised policy with comments (Security Camera Policy - redline with comments)
- Clean version of the revised policy (Security Camera Policy - clean copy)
- Cover page for the action item on October 11, 2018 (III\_B\_MSA\_2\_Cameras)

## **USE OF SURVEILLANCE CAMERAS AT MSA2**

The board recognizes the value of video cameras at MSA2 in protecting the health, safety, and welfare of its students and staff and in protecting the community's investment in MSA2's owned or leased property and facilities. Upon carefully weighing the privacy rights of students and staff against MSA2's duty to provide a safe, secure, and orderly learning and work environment, the board has determined to authorize the use of video cameras at MSA2 in school buildings and upon school grounds pursuant to the following regulations:

### **Video Monitoring System:**

1. Video cameras may be installed in any public area within a school building and/or upon school grounds, including but not limited to classrooms, hallways, cafeterias, libraries, computer labs, parking lots, auditoriums, break rooms, weight rooms, and gymnasiums.
2. Video cameras may not be installed in any area in which individuals possess a reasonable expectation of privacy, such as restrooms, locker rooms or private offices.
3. The precise location of video cameras shall be determined by the MSA2 principal with the assistance and approval of the Chief Executive Officer. Input from staff members may be sought to determine the most beneficial locations for video cameras.
4. Under no circumstances shall MSA2's video cameras be equipped to record audio data.
5. The contents of video recordings captured by video cameras may be used as evidence in a student disciplinary matter, to investigate and follow up with any potential staff misconduct, and/or to provide evidence of any unlawful activity on school grounds.
6. Absent a reported incident, recordings will be erased after 30 days.
7. Video recordings shall be kept in a secure location to which only the Principal shall have sole access.

### **Treatment of Recordings**

Recordings of incidents captured by video cameras located on school property shall constitute a part of a student's education record or a staff member's personnel record, as the case may be, subject to relevant board policies and administrative regulations, including applicable record retention policies. Upon the report of an incident or possible incident, only those persons with a legitimate educational purpose shall be permitted to view the recordings. In most instances, those persons will be the Chief Executive Officer, MSA2 principal, authorized MSA2 site administration members, and MPS area education agency staff members.

The principal shall keep a written log of all persons viewing the recordings stating the time, name of individual viewing the recording, date the recording was viewed, and the reason the recording was viewed. If the content of the recording becomes the subject of a student disciplinary proceeding or personnel proceeding, it may be treated like other evidence in that proceeding.

Parents may request to view recordings of their children only in the event the recordings are used in disciplinary proceedings involving their children, and such requests must be made in writing by the parent and submitted to the principal who will share this request with the Chief Executive Officer. Staff members may similarly request to view any recording used in the investigation and follow up of any potential misconduct by the staff member, and such requests must also be made in writing by the staff member and submitted to the appropriate site principal who will share this

request with the Chief Executive Officer. Any such request shall be processed by the Magnolia Public Schools Central Office in accordance with applicable state and federal laws and regulations. If the request by the parent or staff member to view such footage is granted, such viewing must occur in the presence of the Chief Executive Officer or his/her designee. Under no circumstances will the Magnolia Public Schools' video recording be duplicated and/or removed from MSA2's premises unless in accordance with a court order and/or subpoena.

### **Notification**

The Magnolia Public Schools Central Office shall annually provide the following notice to students and parents of MSA2:

The Magnolia Public Schools Board of Directors has authorized the use of video cameras in MSA2's buildings and on school property, including in classrooms. The video cameras will be used to monitor student behavior in order to maintain a safe, secure, and healthy environment for students and staff. Students and parents are hereby notified that the content of video recordings may be used in a student disciplinary proceeding. The content of the video recordings may be a confidential student record and, if so, will be retained with other student records. Video recordings will only be retained if necessary for use in a student disciplinary proceeding or other matters as determined necessary by the administration. Parents may request to view recordings of their children only in the event the recordings are used in disciplinary proceedings involving their children. Any such request shall be processed by the Magnolia Public Schools Central Office in accordance with applicable law.

The Magnolia Public Schools Central Office will annually provide the following notice to employees:

The Magnolia Public Schools Board of Directors has authorized the use of video cameras in MSA2's buildings and on school property. The video cameras will be used to monitor student and employee behavior to maintain a safe, secure, and healthy environment for students and staff. Employees are hereby notified that the content of the video recordings may be used in an employee disciplinary proceeding. The content of the video recordings may be confidential records and, if so, will be retained in the employee's personnel file. Video recordings will only be retained if necessary for use in an employee disciplinary proceeding or other matter as determined necessary by the administration. Employees may request to view video recordings if the video recordings are placed in the employee's personnel file. Any such request shall be processed by the Magnolia Public Schools Central Office in accordance with applicable law.

The Magnolia Public Schools Central Office shall also include a general notice regarding the use of video cameras in its personnel manual for MSA2 employees. MSA2 shall post written notices in conspicuous locations in areas where video cameras are in operation.

### **Tampering**

Students and employees are prohibited from tampering with the MSA2's video cameras. Students and employees found in violation of this policy will be disciplined in accordance with MPS policies and may be required to reimburse MSA2 for any repairs or replacement necessary as a result of the tampering. In the administration's discretion, matters involving tampering with a MSA2 video camera may be turned over to law enforcement.

**Additional Required Approvals**

This MPS board approval for MSA2 does not give consent for MSA2 to install the video surveillance cameras until MSA2 receives prior consent from their authorizer, LACOE, as well as from the owners of their property, LAUSD.

## USE OF SECURITY SURVEILLANCE CAMERAS AT MAGNOLIA PUBLIC SCHOOLSSCIENCE ACADEMY – 2 (MSA-2)

The Board of Directors (“Board”) of Magnolia Public Schools (“MPS” or the “School”) recognizes the value of video cameras at MSA-2 in protecting the health, safety, and welfare of its students and staff, and in protecting the community’s investment in School MSA-2’s owned or leased property and facilities. Upon carefully weighing the privacy rights of students and staff against MPSA-2’s duty to provide a safe, secure, and orderly learning and work environment, the Board has resolved determined to authorize the limited use of security video cameras at Magnolia Science Academy-2, including in MSA-2 school buildings, and upon school grounds, pursuant to the following restrictions: egulations:

### Security Video Monitoring System:

1. “Security Monitoring System” refers to the School’s network of security cameras, equipment, and recorded footage.
2. Video Security cameras may be installed in any public area within a School building and/or upon School grounds where people have no reasonable expectation of privacy including, but not limited to, in classrooms, hallways, cafeterias, libraries, computer labs, parking lots, auditoriums, break rooms, weight rooms, and gymnasiums.
3. Security Video cameras may not be installed in any area in which individuals possess a reasonable expectation of privacy, such as in restrooms, locker rooms, or private offices.
4. The precise location of security video cameras shall be determined by MPS or by the School-site principal with the the MSA-2 principal with the assistance and approval of the Chief Executive Officer (“CEO”). Input from staff members may be sought to determine the most beneficial locations for security video cameras. A diagram showing the wiring of the local server for the security monitoring surveillance system at the school site shall MSA2 will be shared with the MPS Board prior to the installation of theis security monitoring system.
5. Under no circumstances shall MPSA-2’s security video cameras record, or be equipped to record, audio data. Further, MPSA-2’s security video cameras are not intended, and shall not be used, for viewing of live footage. Instead, security camera footage shall be recorded to a digital file. Authorized personnel may view security camera footage by accessing the pre-recorded footage saved to a digital file. equipped to provide live footage or audio.
6. Security camera footage The contents of video recordings captured by video cameras may be used as evidence in a staff or student disciplinary matter, to investigate and follow up with any potential staff misconduct, and/or to provide evidence of any unlawful activity in and around Sen school grounds.
7. Absent a reported incident, security camera footage recordings will be erased after thirty (30) days.
8. Under no circumstances will any employee without valid authorization access the security monitoring system or make unauthorized copies or duplicates of security camera footage.
9. Any violation of this policy may result in student discipline in accordance with the Parent Student Handbook, or employee discipline, up to and including termination, in accordance with the Employee Handbook. employee in violation of this policy, shall be subject to the disciplinary actions outlined in the most recent version of the the Employee Handbook. See Section entitled “Employment Evaluation and Separation”

**Commented [SC1]:** Security, surveillance and video are used interchangeably. For consistency (and to show the safety-driven purpose), I am using *security* only.

**Commented [SC2]:** David mentioned that the cameras would initially be used at MSA-2, but Magnolia would like the flexibility to expand to other schools, as needed. To that end, this Policy assumes that all school sites are covered, and the program will be piloted at MSA-2.

**Commented [SC3]:** This revision is based on LACOE’s feedback that live footage may not be used.

**Commented [SC4]:** Please be aware that MPS may be creating a right of students and employees to view and use security camera footage to prove or disprove findings or decisions by the School. Alternately, it may also be evidence in claims or actions against the School. For example, if a family brings a claim for failure to supervise students, it may be used to show the School breached the standard of care.

**Commented [SC5]:** This revision is based on feedback made during our conference call.

10. MPS shall notify stakeholders of the use of security cameras on campus in accordance with the law and the requirements outlined in this policy. The most recent version of the Parent Student Handbook and Employee Handbook shall be amended as applicable to reflect that cameras are installed in classrooms and will recite that the video footage may be used as set forth above.

**Commented [SC6]:** This language is included below, so I've further incorporated it there.

### Treatment of Recordings

#### Authorized Personnel

Only authorized MPS employees may access or operate the security camera system. The footage will only be reviewed by authorized employees if a safety or security incident or suspected incident or situation arises and a review of the footage is appropriate. Absent a qualifying safety or security related incident or suspected incident, the security camera footage shall not be reviewed, unless express permission to review the footage is given by the CEO or the Board President. In cases of a malfunction to the security monitoring system, the footage may be accessed to determine functionality.

Security camera footage ~~Video recordings~~ may only be viewed in the presence of ~~by two~~ (2) authorized persons, which shall include the Principal of the School-site and a second person authorized by the CEO. ~~Chief Executive Officer when the Principal~~. Alternately, the two (2) authorized persons may be configured as the Board President and a second person authorized by the Board President. ~~and another designee who is approved by the Chief Executive Officer~~. ~~are~~ Both authorized persons must be physically present with two (2) different unique access keys to access the footage.

**Commented [SC7]:** This is in case of allegations against a principal or the CEO.

Any other parties wishing to view the security camera footage ~~video recordings~~ shall first obtain the written consent of the CEO~~Chief Executive Officer~~, and must meet the requirements of this policy, unless otherwise required by the law, or a court of competent jurisdiction.

#### Data Storage

Security camera footage ~~Video recordings~~ shall be ~~stored~~ kept in a secure location and which shall only be able to be accessed by authorized personnel, ~~ed and unlocked for viewing~~. Security camera footage shall ~~Video recordings will~~ be password protected, ~~and encrypted~~ up to the highest current standards in the IT industry under the direction and support of the MPS IT Director. Additionally, such footage will be stored on a local wired server which will not be connected to an outside server.

**Commented [SC8]:** There are extremely effective and expensive security measures in existence. We may not want to impose such a high requirement on MPS.

Footage Recordings of incidents captured by security video cameras located on school property may shall constitute a part of a student's educational record ~~or a staff member's personnel record, as the case may be~~, subject to relevant Board policies and administrative regulations, including applicable record retention policies. Upon the report of an incident or possible incident, only those persons with a legitimate educational purpose shall be permitted to view the recordings, and these requests must be made in writing and approved by ~~to the CEO~~ Chief Executive Officer, as well as approved by the Chief Executive Officer, prior to the footage recordings being viewed by such parties. In most instances, the persons with a legitimate education purpose will be the CEO, ~~Chief Executive Officer, MSA-2~~ School-site principal, authorized administrative staff, MSA-2 site administration members, and authorized MPS area education agency staff members. Video recordings may only be viewed by two persons authorized by the Chief Executive Officer. Any other parties wishing to view video recordings shall first obtain the written consent of the Chief Executive Officer.

**Commented [SC9]:** While this is a requirement for student records, it is not a requirement with respect to employees. We do not want to create an additional entitlement for employees here.

#### Record Keeping

The Principal shall keep a written log of all persons who reviewing the security camera footage at their School-site recordings, including the ~~stating the date and time stamps of the footage under review, the name of the individuals viewing the footage recording, the date and time the footage recording was viewed, and the purpose for which the footage was viewed, reason the recording was viewed.~~ If the content of the recording becomes the subject of a student or employee disciplinary proceeding or personnel proceeding, the footage introduced by MPS will become an employee or student record, and as such, it may be treated like other employee or student records evidence in that proceeding, with the same right of access and review.

Security camera footage will be stored for thirty (30) days, unless the Principal, CEO, Board President, or other state or federal agency requests that specific footage be preserved for a longer period, in which case the applicable footage will be saved and protected with the same degree of security that other security camera footage is protected. No unauthorized copies of footage or duplicates may be made.

Parents/Guardians may request to view recordings of their children only in the event the recordings are used in disciplinary proceedings involving their children, and such requests must be made in writing by the Parent/Guardian pursuant to the School's Family Educational Rights and Privacy Act ("FERPA") Policy. Any such request shall be processed pursuant to the School's FERPA Policy and in accordance with any other applicable law. If a Parent/Guardian's request is granted, the faces of other students shown in the recording, who are not children of the requesting parent, will be removed and/or blurred out in order to protect their identities.

~~Parents may request to view recordings of their children only in the event the recordings are used in disciplinary proceedings involving their children, and such requests must be made in writing by the parent and submitted to the principal who will share this request with the Chief Executive Officer. Following the Chief Executive Officer's approval to grant requesting parents access to view recordings of their children, the faces of other students shown in the recording who are not children of the requesting parent must be sanitized in order to protect their identities prior to the requesting parents being able to view such recordings. This practice will follow all Family Educational Rights and Privacy Act (FERPA) requirements.~~

In the event footage is used in an employee disciplinary matter, the employee may be given access to the relevant footage at or before the time of discipline. This does not create a right of employees to access or review any other security camera footage. Staff members may similarly request to view any recording used in the investigation and follow up of any potential misconduct by the staff member, and such requests must also be made in writing by the staff member and submitted to the appropriate site principal who will share this request with the Chief Executive Officer. Any such request shall be processed by the MPS Home Office in accordance with applicable state and federal laws and regulations. If the request by the parent or staff member to view such footage is granted, such viewing must occur in the presence of the Chief Executive Officer or his/her designee.

Under no circumstances will the MPSA-2's security camera footage video recording be duplicated and removed from MPS property MSA-2's premises unless except in accordance with this policy, a court order, and/or a valid subpoena.

**Notification**

MPS shall post security camera signage at all campus and facility entrances disclosing the use of security camera equipment on the premises. Further, MPA shall amend the Employee Handbook and the Parent Student Handbook to provide notice of the use of security cameras on campus, as applicable to each school-site. Additionally, MPS Home Officer A-2 shall annually

**Commented [SC10]:** Can you please elaborate on the meaning here? Alternately, if MPS elects not to permit footage to be used in disciplinary matters, please remove this sentence.

**Commented [SC11R10]:** Please see revised language based on MPS feedback.

**Commented [SC12]:** This is based on the language in your parent and employee letters below that state the footage will be deleted after 30 days.

**Commented [SC13]:** MPS's original language is problematic and contradictory. It grants employees a right to review the security camera footage, which poses a privacy concern, and policy violation, in cases where employees believe they need to review large amounts of footage to disprove their discipline. Their viewing of the footage may also make them unauthorized viewers per the language in the Authorized Personnel section. This language is also contradictory. This policy states that the footage can be used in discipline and will be placed in the employee's personnel file, but the employee needs CEO permission to review it. If it is a personnel record, CEO permission is not needed. That also raises the question of whether all footage showing the employee is a personnel record.

**Commented [SC14]:** This requirement is taken from the section above.



provide the following annual written notice to students and parents at the affected school--sites-of MSA-2:

Dear Students and Parents:

This letter from Magnolia Public Schools ("MPS") is to inform you of the decision by ~~the~~ MPS Board of Directors ~~to has~~ authorized the use of security video cameras in public areas of your campus, including in and around School buildings and on School property, in MSA-2's buildings and on school property, including inside School classrooms. The purpose of this program is to promote and video cameras will be used to monitor student behavior in order to maintain a safe, secure, and healthy environment for all students and staff. Private areas of campus, such as restrooms and locker rooms, will not be subject to security camera recording. Additionally, MPS will post signage indicating the areas of campus where security cameras are in use.

This notice hereby notifies students and parents that the video recordings will only be retained if necessary for use in a student disciplinary proceeding or other matters, to the extent permitted by law and as determined necessary by the MPS administration. Further, this notice hereby notifies Students and parents that the content of video recordings may be used in a student's disciplinary proceeding and may be referred to local law enforcement, as appropriate. The content of the video recordings may be a confidential student record and, if so, will be retained with other student records and will be subject to the Family Educational Rights and Privacy Act ("FERPA") requirements.

Parents/Guardians may request to view recordings of their children only in the event the recordings are used in disciplinary proceedings involving their children, and such requests must be made in writing by the Parent/Guardian pursuant to the School's FERPA Policy. Any such request shall be processed pursuant to the School's FERPA Policy and in accordance with any other applicable law. If a Parent/Guardian's request is granted, the faces of other students shown in the recording, who are not children of the requesting parent, will be removed and/or blurred out in order to protect their identities.

Security cameras will not be used to record audio, and footage will be kept private and destroyed after thirty (30) days, unless the preservation of the footage is otherwise needed as discussed above.

Students and parents are hereby notified that the content of video recordings may be used in a student disciplinary proceeding. The content of the video recordings may be a confidential student record and, if so, will be retained with other student records. Video recordings will only be retained if necessary for use in a student disciplinary proceeding or other matters as determined necessary by the administration. Parents may request to view recordings of their children only in the event the recordings are used in disciplinary proceedings involving their children. Any such request shall be processed by the MSA-2 school administration in accordance with applicable law.

Further, ~~the~~ MPS Home Office will annually provide the following annual written notice to employees at affected school--sites:

Dear Employees:

*This letter from Magnolia Public Schools ("MPS") is to inform you of the decision by the Board of Directors ("Board") to ~~has authorized~~ the use of security video cameras in public areas of your campus, including in and around School MSA2's buildings and on ~~school~~ property. The purpose of this program is to video cameras will be used to monitor student and employee behavior to promote and maintain a safe, secure, and healthy environment for students and staff.*

*Private areas of campus, such as private employee offices, restrooms, and locker rooms will not be subject to security camera recording. Additionally, MPS will post signage indicating the areas of campus where security cameras are in use.*

*Security cameras will not be used to record audio or live footage, and footage will be kept private and destroyed after thirty (30) days, unless the preservation of the footage is otherwise needed. While MPS will not use the security camera footage to evaluate employee performance, it may be used by MPS or law enforcement in cases of suspected illegal or inappropriate conduct. In such cases, MPS cannot guarantee that security camera footage will be kept private. Employees are hereby notified that the content of the video recordings may be used in an employee disciplinary proceeding. The content of the video recordings may be confidential records and, if so, will be retained in the employee's personnel file. Video recordings will only be retained if necessary for use in an employee disciplinary proceeding or other matter as determined necessary by the administration. Employees may request to view video recordings if the video recordings are placed in the employee's personnel file. Any such request shall be processed by the Magnolia Public Schools Central Office in accordance with applicable law.*

The ~~MPS Magnolia Public Schools Home Central~~ Office shall also include a general notice regarding the use of security video cameras in its personnel manual for MPS~~SA2~~ employees. ~~MSA2 shall post written notices in conspicuous locations in areas where video cameras are in operation.~~

**Tampering**

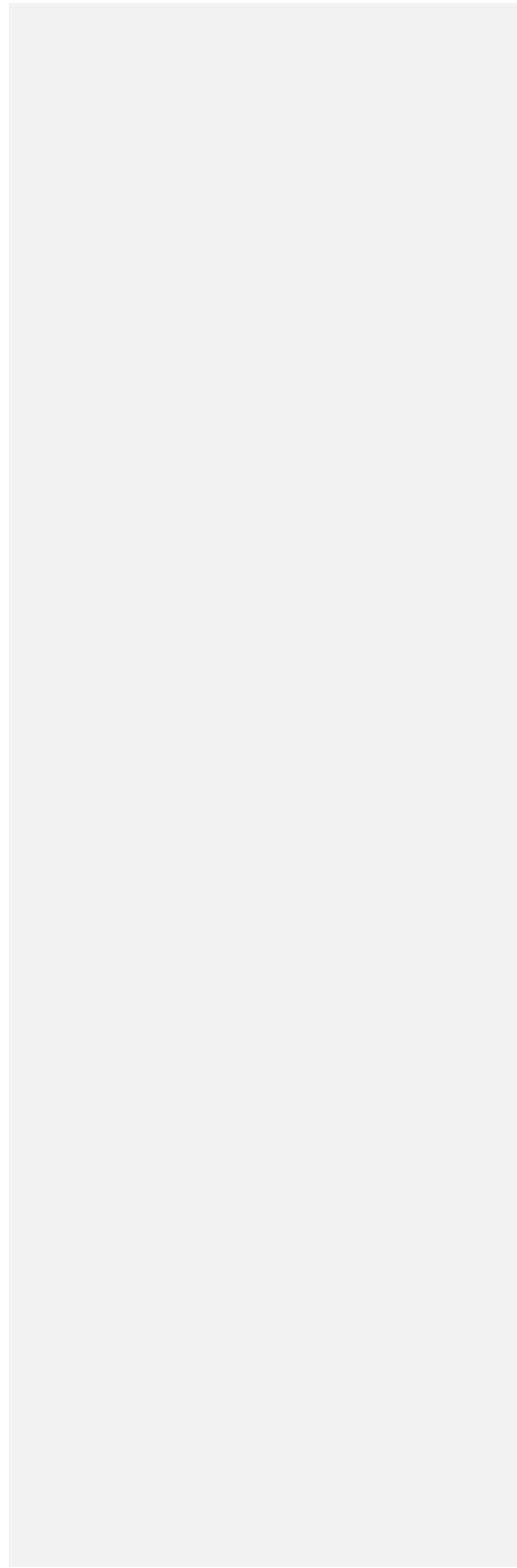
Students and employees are prohibited from tampering with the MPSA-2's security video cameras, systems, and/or recordings/footage. "Tampering" includes any unauthorized use, access, or physical damage to the system caused by the student or employee, or any attempt to interfere, block or prevent the security camera from recording footage. Students and employees found in violation of this policy will be disciplined in accordance with MPS policies. Any employee found to have tampered with MPS security monitoring system may be disciplined, up to and including termination, and they may also be liable for any damage to the system. and such employees may be required to reimburse MSA-2 for any repairs or replacement necessary as a result of the tampering. In the administration's discretion, matters involving tampering with a MSA-2 video camera may be turned over to law enforcement. Further, tampering with such video cameras and/or recordings by employees will result in an investigation in partnership with the MPS Home Office which may result in consequences up to and including dismissal from employment with MPS by the employee who tampers with such video cameras and/or recordings.

**Commented [SC15]:** This further revision is based on feedback made during our conference call.

**Additional Required Approvals**

~~This MPS will not install security monitoring systems on any campus until its authorizer, Los Angeles County Office of Education, and Los Angeles Unified School District, in its capacity of as owners of some MPS facilities and campuses, have given prior approval of this policy. board approval for MSA-2 does not give consent for MSA-2 to install the video surveillance cameras~~

until MSA-2 receives prior consent from their authorizer, LACOE, as well as from the owners of their property, LAUSD.



## USE OF SECURITY CAMERAS AT MAGNOLIA PUBLIC SCHOOLS

The Board of Directors (“Board”) of Magnolia Public Schools (“MPS” or the “School”) recognizes the value in protecting the health, safety, and welfare of students and staff, and in protecting the community’s investment in School owned or leased property and facilities. Upon carefully weighing the privacy rights of students and staff against MPS’s duty to provide a safe, secure, and orderly learning and work environment, the Board has resolved to authorize the limited use of security cameras at MPS schools, in school buildings, and upon school grounds pursuant to the following restrictions, and beginning at Magnolia Science Academy-2 (“MSA-2”):

### Security Monitoring System

1. “Security Monitoring System” refers to the School’s network of security cameras, equipment, and recorded footage.
2. Security cameras may be installed in any public area within a School building and/or upon School grounds where people have no reasonable expectation of privacy including, but not limited to, in classrooms, hallways, cafeterias, libraries, computer labs, parking lots, auditoriums, break rooms, weight rooms, and gymnasiums.
3. Security cameras may not be installed in any area in which individuals possess a reasonable expectation of privacy, such as in restrooms, locker rooms, or private offices.
4. The precise location of security cameras shall be determined by MPS or by the School-site principal with the approval of the Chief Executive Officer (“CEO”). Input from staff members may be sought to determine the most beneficial locations for security cameras. A diagram showing the wiring of the local server for the security monitoring system at the school site shall be shared with the Board prior to the installation of the security monitoring system.
5. Under no circumstances shall MPS’s security cameras record, or be equipped to record, audio data. Further, MPS’s security cameras are not intended, and shall not be used, for viewing of live footage. Instead, security camera footage shall be recorded to a digital file. Authorized personnel may view security camera footage by accessing the pre-recorded footage saved to a digital file.
6. Security camera footage may be used as evidence in a staff or student disciplinary matter and/or to provide evidence of any unlawful activity in and around School grounds.
7. Absent a reported incident, security camera footage will be erased after thirty (30) days.
8. Under no circumstances will employees make unauthorized copies or duplicates of security camera footage.
9. Any violation of this policy may result in student discipline in accordance with the Parent Student Handbook, or employee discipline, up to and including termination, in accordance with the Employee Handbook.
10. MPS shall notify stakeholders of the use of security cameras on campus in accordance with the law and the requirements outlined in this policy.

### Treatment of Recordings

#### Authorized Personnel

Only authorized MPS employees may access or operate the security camera system. The footage will only be reviewed by authorized employees if a safety or security incident or suspected incident or situation arises and a review of the footage is appropriate. Absent a qualifying safety or security related incident or suspected incident, the security camera footage shall not be

reviewed, unless express permission to review the footage is given by the CEO or the Board President. In cases of a malfunction to the security monitoring system, the footage may be accessed to determine functionality.

Security camera footage may only be viewed in the presence of two (2) authorized persons, which shall include the Principal of the School-site and a second person authorized by the CEO. Alternately, the two (2) authorized persons may be configured as the Board President and a second person authorized by the Board President. Both authorized persons must be physically present with two (2) different unique access keys to access the footage.

Any other parties wishing to view the security camera footage shall first obtain the written consent of the CEO, and must meet the requirements of this policy, unless otherwise required by the law, or a court of competent jurisdiction.

#### Data Storage

Security camera footage shall be stored in a secure location and shall only be accessed by authorized personnel. Security camera footage shall be password protected/encrypted under the direction and support of the MPS IT Director. Additionally, such footage will be stored on a local wired server which will not be connected to an outside server.

Footage of incidents captured by security cameras located on school property may constitute a part of a student's educational record, subject to relevant Board policies and administrative regulations, including applicable record retention policies. Upon the report of an incident or possible incident, only those persons with a legitimate educational purpose shall be permitted to view the recordings, and these requests must be made in writing and approved by the CEO prior to the footage being viewed by such parties. In most instances, the persons with a legitimate purpose will be the CEO, School-site principal, authorized administrative staff, and authorized MPS area education agency staff members.

#### Record Keeping

The Principal shall keep a written log of all persons who review the security camera footage at their School-site, including the date and time stamps of the footage under review, the name of the individuals viewing the footage, the date and time the footage was viewed, and the purpose for which the footage was viewed. If the content of the recording becomes the subject of a student or employee disciplinary proceeding, it may be treated like other evidence in that proceeding.

Security camera footage will be stored for thirty (30) days, unless the Principal, CEO, Board President, or other state or federal agency requests that specific footage be preserved for a longer period, in which case the applicable footage will be saved and protected with the same degree of security that other security camera footage is protected. No unauthorized copies of footage or duplicates may be made.

Parents/Guardians may request to view recordings of their children only in the event the recordings are used in disciplinary proceedings involving their children, and such requests must be made in writing by the Parent/Guardian pursuant to the School's Family Educational Rights and Privacy Act ("FERPA") Policy. Any such request shall be processed pursuant to the School's FERPA Policy and in accordance with any other applicable law. If a Parent/Guardian's request is granted, the faces of other students shown in the recording, who are not children of the requesting parent, will be removed and/or blurred out in order to protect their identities.

In the event footage is used in an employee disciplinary matter, the employee may be given access to the relevant footage at or before the time of discipline. This does not create a right of employees to access or review any other security camera footage.

Under no circumstances will the MPS's security camera footage be duplicated and removed from MPS property except in accordance with this policy, a court order, and/or a valid subpoena.

### **Notification**

MPS shall post security camera signage at all campus and facility entrances disclosing the use of security camera equipment on the premises. Further, MPA shall amend the Employee Handbook and the Parent Student Handbook to provide notice of the use of security cameras on campus, as applicable to each school-site. Additionally, MPS Home Officer shall provide the following annual written notice to students and parents at the affected school-sites:

*Dear Students and Parents:*

*This letter from Magnolia Public Schools ("MPS") is to inform you of the decision by the MPS Board of Directors to authorize the use of security cameras in public areas of your campus, including in and around School buildings and on School property, including inside School classrooms. The purpose of this program is to promote and maintain a safe, secure, and healthy environment for all students and staff. Private areas of campus, such as restrooms and locker rooms, will not be subject to security camera recording. Additionally, MPS will post signage indicating the areas of campus where security cameras are in use.*

*This notice hereby notifies students and parents that the video recordings will only be retained if necessary for use in a student disciplinary proceeding or other matters, to the extent permitted by law and as determined necessary by the MPS administration. Further, this notice hereby notifies Students and parents that the content of video recordings may be used in a student's disciplinary proceeding and may be referred to local law enforcement, as appropriate. The content of the video recordings may be a confidential student record and, if so, will be retained with other student records and will be subject to the Family Educational Rights and Privacy Act ("FERPA") requirements.*

*Parents/Guardians may request to view recordings of their children only in the event the recordings are used in disciplinary proceedings involving their children, and such requests must be made in writing by the Parent/Guardian pursuant to the School's FERPA Policy. Any such request shall be processed pursuant to the School's FERPA Policy and in accordance with any other applicable law. If a Parent/Guardian's request is granted, the faces of other students shown in the recording, who are not children of the requesting parent, will be removed and/or blurred out in order to protect their identities.*

*Security cameras will not be used to record audio, and footage will be kept private and destroyed after thirty (30) days, unless the preservation of the footage is otherwise needed as discussed above.*

Further, the MPS Home Office will provide the following annual written notice to employees at affected school-sites:

*Dear Employees:*

*This letter from Magnolia Public Schools ("MPS") is to inform you of the decision by the Board of Directors ("Board") to authorize the use of security cameras in public areas of your campus, including in and around School buildings and on School property. The purpose of this program is to promote and maintain a safe, secure, and healthy environment for students and staff.*

*Private areas of campus, such as private employee offices, restrooms, and locker rooms will not be subject to security camera recording. Additionally, MPS will post signage indicating the areas of campus where security cameras are in use.*

*Security cameras will not be used to record audio or live footage, and footage will be kept private and destroyed after thirty (30) days, unless the preservation of the footage is otherwise needed. While MPS will not use the security camera footage to evaluate employee performance, it may be used by MPS or law enforcement in cases of suspected illegal or inappropriate conduct. In such cases, MPS cannot guarantee that security camera footage will be kept private.*

The MPS Home Office shall also include a general notice regarding the use of security cameras in its personnel manual for MPS employees.

### **Tampering**

Students and employees are prohibited from tampering with the MPS's security cameras, systems, and/or footage. "Tampering" includes any unauthorized use, access, or physical damage to the system caused by the student or employee. Students found in violation of this policy will be disciplined in accordance with MPS policies. Any employee found to have tampered with MPS security monitoring system may be disciplined, up to and including termination, and they may also be liable for any damage to the system.

### **Additional Required Approvals**

MPS will not install security monitoring systems on any campus until its authorizer, Los Angeles County Office of Education, and Los Angeles Unified School District, in its capacity of as owners of some MPS facilities and campuses, have given prior approval of this policy.



Board Agenda Item #:	III B- Action Item
Date:	October 11, 2018
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “MPS Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities Steven Keskinturk, MSA-2 Principal
RE:	Approval for Use by Magnolia Science Academy 2 of Reserves to Contract for the Purchase and Installation of Classroom Cameras

## I. Proposed Board Recommendation(s)

Staff recommends that the MPS Board approve the use by MSA-2 of its reserves to purchase and install the classroom cameras which was previously approved by the Board at the September 2018 MPS Board meeting.

## II. Background

### A. Project Background

MSA-2 at the September 2018 MPS Board meeting requested approval to install cameras in its classrooms (the “**Project**”). The MPS Board approved such request

MPS Board policy requires that the use of reserves by a school requires MPS Board approval.

MPS issued a request for proposals to several vendors for the Project. Three (3) proposals were received. One of the proposals was way over budget. Two (2) of the proposals were comparable in price and are from reputable vendors with whom MPS has worked previously. Both proposals were for less than \$25,000. Steven Keskinturk and David Garner from MSA-2 and Patrick Ontiveros and Rasul Monoshev reviewed the received bids. Upon review, they decided that the bid from Digital Synergy Consulting, Inc. (“**DSC**”) represented the best value and accordingly decided to select them as the vendor for the Project.





### **III. Budget Impacts**

The total cost of the Project is expected to be \$15,026.65 with the possibility of it increasing by \$650 if certain “recommendations” made by LAUSD become “requirements”. Even with the added cost, DSC’s bid is the least expensive.

MSA-2 has ending fund balance of \$1,255,568 based on the Unaudited Actuals Report (UAR) for FY 2017-18. This is 23% of the total expenditures per 2017-18 UAR.

# Cover Sheet

## MSA-1 Change Order Request PCI 020 and PCI 023

**Section:** II. Consent Items  
**Item:** E. MSA-1 Change Order Request PCI 020 and PCI 023  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II E MSA-1 Change Order Requests PCI 020 and PCI 023.pdf



Facilities Committee Agenda Item #:	IV- C Action Item
Board Agenda Item #:	II E- Action Item
Date:	March 21, 2019
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Facilities Committee (the “Facilities Committee”) and the MPS Board of Directors (the “MPS Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	MSA-1 PCIs 020 and PCI 023

## I. Proposed Recommendation(s)

Staff recommends that the Facilities Committee approve and that the Facilities Committee further recommends to the MPS Board that it approve change order requests PCI 020 and PCI 023 presented by Oltmans Construction Co. (“Oltmans”)

## II. Background

There are two projects currently underway at MSA-1: (i) a new construction project that will eventually house MSA-1’s high school population (the “New Construction Project”) and (ii) a rehabilitation project of the existing building that will eventually house MSA-1’s middle school population (the “Rehab Investigation Project”). The contract for the New Construction Project was awarded to Oltmans. The Rehab Investigation Project entails various investigations into the state of the structural integrity of the existing building, seismic renovation design, and HVAC renovation design. The purpose of the Rehab Investigation Project is to define a scope of work for a rehabilitation project that can then be bid out (the “Rehab Project”) and move forward if funding is available.

Board policy requires that all project change orders be brought to the Board for review and approval. Potential change orders, or in this case Potential Change Items (“PCIs”), are submitted to the Director of Facilities for review.



### III. Change Order Requests by Oltmans

PCIs 020 and 023 for which approval is being sought are described below. Eventually they will be recategorized either singly or collectively with other PCIs as official “change orders.” Because time is of the essence, Staff is presenting these PCIs now for Facilities Committee and MPS Board approval due to scheduling and the need to move forward with this work and avoid any delay in project delivery.

#### A. PCI 020 (Roof Play Area Water Proofing)

With the concurrence of MPS Staff, Oltmans hired a water proofing consultant to evaluate the roofing design and the possibility of water infiltration due to having a play surface on the roof. There was agreement among all parties that the design should reviewed carefully by a waterproofing expert and if necessary an alternative design should be considered.

During a review of the roof system after construction began, it was suggested that a paver system be installed. This system was reviewed and preliminary efforts were undertaken which generated a change order (PCI 15) for review with a total cost of \$120,254. This change order was reviewed and rejected by MPS Staff.

At this time, the architect suggested alternate products such as Plydeck or Lifedek coatings. These coatings are multi-coat systems that reduce moisture vapor emissions, allows for foot traffic and provide another layer of waterproofing on the play deck area. The project’s waterproofing subcontractor suggested the use of a Westcoat product that has a crack membrane built in. This PCI encompasses the cost of said deck coating. The advantage of this product is that in addition to providing another layer of protective waterproofing, it can be maintained with relative ease and repairs can be performed on the surface. It is much easier to find and repair problems with a topical coating than it is with a layer of waterproofing under a concrete slab. Additionally, if the deck coating fails, there is still the waterproof membrane under the topping slab.

With credits, the total cost of this PCI is **\$47,429.00**, which will be paid for with owner contingency. A copy of PCI-020 is attached as Exhibit A.

#### B. PCI 023 (Parking Lot Replacement)

As shown previously and evidenced by the pictures attached hereto as Exhibit B, the parking lot pavement is in such bad shape that a slurry and seal approach will not guarantee any longevity and no installer will guarantee the work. The pavement could very well require replacement in 1, 2 or 3 years, resulting in wasted money. The only scope included in Oltmans’ original bid was to slurry and seal the parking lot. The thinking behind this approach was that if the adjacent ice skating rink ever came to fruition as a collaboration between MSA-1 and City Parks and Rec and the rink was placed on both MPS’s property and City property, then anything in the way would be ripped up and the City would pay for the work. At this stage the City has produced a plan to build the rink without using MSA-1 property. See Exhibit C. While the Council office has expressed their interest in creating a rink that would be positioned on two parcels, one of which would be MSA-1’s property, so far it far from certain. Therefore Staff believes it would be prudent to plan for a long term solution for the parking lot.



Staff recommends that the entire parking lot be repaved. The total cost, with credits is **\$96,952**. Staff has been carrying an allowance for site work of \$125,000. Therefore, the overall budget will not be impacted and there may be some savings realized. A copy of PCI 023 is attached as Exhibit D.

#### **IV. Budget Impacts**

The cost of the roof play area water proofing (PCI 020) would be paid for from owner's contingency. The present contingency budget balance is approximately \$623,000. Therefore, this PCI would reduce the contingency to approximately \$575,570.

The cost of the removing and replacing the parking lot pavement (PCI 023) would be paid for from a line item allowance carried by the project in the amount of \$125,000. Therefore, this PCI will not impact the overall budget by increasing costs beyond what was budgeted for various categories of work.

##### Exhibits (attachments):

- A. Oltmans PCI 020
- B. Pictures of the Parking Lot Pavement
- C. City Conceptual Plan for Ice Skating Rink
- D. Oltmans PCI 023



Exhibit A

Oltmans PCI 020

(Roof Play Area Water Proofing)

(see following pages)



**CONSTRUCTION CO.**  
 10005 Mission Mill Road  
 Whittier, CA 90601  
 Phone: (562) 948-4242 Fax: (562) 695-9267

**POTENTIAL CHANGE ITEM**

PCI020

**TITLE:** Roof Deck Coatings **DATE:** 01/07/2019  
**PROJECT:** Magnolia Science Academy **PROJECT NO.:** 18049  
**TO:**  
**Magnolia Educational and Research Foundation**  
 250 E. 1st St., 1500  
 Los Angeles, CA

We respectfully request your approval of the following change to the original scope of work:

**DESCRIPTION:**

This change order request includes costs associated with the change from a rubberized traffic coating on the roof top play deck area to a waterproofed traffic deck coating. Please see attached pricing and narrative for additional information. The cost of alternate #1 selected and carried in the contract is itemized below to offset the cost.

Vendor	Description	Amount
SYSTEMS WATERPROOFING, INC.	Furnish and install Westcoat deck coating. See Systems Waterproofing COR#1 for reference.	84,285.00
	<b>SUBTOTAL:</b>	<b>84,285.00</b>
	Alternate #1 Not Used in Lieu of Westcoat deck coating.	-40,484.00
	Bond	359.00
	Gross Tax	57.00
	GL	425.00
	SDI	548.00
	Fee	2,239.00
	<b>SUBTOTAL:</b>	<b>-36,856.00</b>
<b>TOTAL COST FOR THIS CHANGE ORDER REQUEST:</b>		<b>47,429.00</b>

**APPROVAL:**  
 Oltmans Construction Co.

**BY:** Trevor Lawton  
**DATE:**

**APPROVAL:**  
 Magnolia Educational and Research

**BY:**  
**DATE:**

## **PCI 020 Narrative of Deck Coatings**

The bid set of drawings did not indicate a type of deck coating. It stated that the finish surface would be selected by the owner. An add alternate for a rubberized traffic coating was provided with the bid as an add alternate. This alternate (Alternate #1 for \$40,484) was selected by the owner during issuance of the construction contract.

During a review of the roof system after construction began, it was suggested that a paver system be installed. This system was reviewed and preliminary efforts were undertaken which generated a change order (PCI 15) for review with a total cost of \$120,254. This change order was reviewed and rejected by ownership.

At this time, the architect suggested alternate products such as Plydeck or Lifedeck coatings. These coatings are multi-coat systems that reduce moisture vapor emissions, allows for foot traffic and provides another layer of waterproofing on the play deck area. The project's waterproofing subcontractor suggested the use of a Westcoat product that has a crack membrane built in. This PCI encompasses the cost of said deck coating. The advantage of this product is that in addition to providing another layer of protective waterproofing, it can be maintained with relative ease and repairs can be performed on the surface. It is much easier to find and repair problems with a topical coating than it is with a layer of waterproofing under a concrete slab. Additionally, if the deck coating fails, there is still the waterproof membrane under the topping slab.





Date: December 13, 2018

SWP#18213

ATTN: Trevor Lawton  
Oltmans Construction  
10005 Mission Mill Road  
PO Box 985  
Whittier CA 90608-0985

PHONE: (562) 948-4242  
FAX: (562) 695-5299

## Change Order Request #1

**Magnolia Science Academy**  
18222 Sherman Way  
Reseda CA 91335

### **DECK COATINGS:**

#### Step

1. To shot blast the concrete topping slab at the roof top deck and apply Aquafin Vaportight coat – SG2 with a sand broadcast

#### Step

2. Install Westcoat MA Coat which consist of Fiberlath, basecoat, texture coat and a top coat to the roof top PE deck

Total for above work: \$ 84,285

- All flashing by others
- Drains by others
- Must install dual entry deck drains, check out [www.thunderbirdproducts.com](http://www.thunderbirdproducts.com)
- Finish is per sample and color to be selected by others.

**EXCLUSIONS: Deck Coatings:** Shot blasting, spall repair, slope to drain, plywood replacement and sheet metal flashing. Compatibility of deck coating systems and deck drains to be coordinated prior to drain installation. **General:** Permits and all items that are not included above.

If you have any questions about this proposal please contact Jimmy Dent.

Thanks,

  
\_\_\_\_\_  
Jimmy Dent, Project Executive                      12/13/2018  
Date  
james@systemswp.com  
(714) 271 – 9812 Mobile

223 W. Blueridge Avenue, Orange, CA 92865  
Phone: (714) 575-1115 Fax: (714) 575-1113  
Contractors License: CA 923679 NV 0078542 AZ ROC308031  
SBE #1118321 DLSE #1000002689  
www.systemswp.com



# VAPORTIGHT COAT®-SG3

## 100% Solids, Water - Vapor Barrier Coating

- ☑ One coat system - No broadcast
- ☑ Reduces moisture vapor emission rates of up to 25+ lbs to 3 lbs or less
- ☑ Flooring system installed next day
- ☑ Covers even 5 day old concrete
- ☑ Can be applied to damp concrete
- ☑ High alkalinity barrier (pH 13 - 14)
- ☑ Contributes to LEED (EQ 4.2 = 1 pt.)

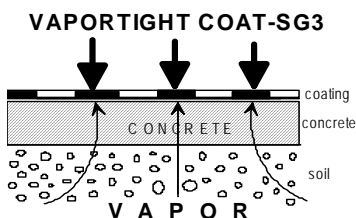
### Product Description

AQUAFIN® VAPORTIGHT COAT®-SG3 (in short "SG3") is a unique 2-component, moisture tolerant, low viscosity, solvent free, chemically enhanced epoxy based product which reduces the passage of water vapor and moisture through slabs on or below grade, thus eliminating delamination of adhesives, floor coverings and coatings. "SG3" can be used as a stand-alone coating. Use "SG3/FC" (5 hr Fast Cure) where time is of the essence.

"SG3" reduces water vapor transmission levels of up to 25+ lbs/24 hrs\*1000 ft<sup>2</sup> to 3 lbs or less (100% RH to ≤75%) for the installation of most floor covering systems including VCT, sheet vinyl, carpets, wood, laminates, epoxy, terrazzo & synthetic.

Note: Use VAPORTIGHT COAT-SG2 (in short "SG2") in case of capillary infiltration of oil or other chemicals from the ground or to treat oil-contaminated slabs.

### Typical Applications



#### Water-Vapor Transmission:

- Concrete slabs, cementitious underlayment (other than gypsum) and ceramic tiles with missing or damaged under-slab vapor barriers.

#### Fresh concrete slabs:

- 5 day old concrete slabs. (Keep in mind that shrinkage cracks in the concrete may occur.)

#### Areas of application: slabs

- Industrial/retail facilities • Office buildings
- Hospitals, Schools, Food processing plants, etc. "SG3" passed Indoor Air Quality Material Emissions Test as per DIN EN ISO 16000 (Report CT-10-06-22-01:250005/2-3)

- Call Aquafin for:
- Slabs with floor heating
  - Residential slabs below grade & garages.

### Features & Benefits

- Solvent free
- Vapor & water barrier
- Compatible with most flooring systems
- Low viscosity
- Minimal downtime

- Does not support mold growth
- Indoors: low odor and non-flammable.

### Testing for Contaminants

Request owner of facility to core test slabs with unknown history for contaminants (i.e. hydrocarbons, other organic compounds, un-reacted water soluble silicates, ASR, Sulfurous compounds, etc.) to determine suitability for "SG3". If slabs test positive "SG2" may be recommended in lieu of "SG3", or neither one may be appropriate. Provide Ion Chromatography and IR Spectroscopy data before commencing application.

### Water-Vapor Emission Testing

AQUAFIN strongly recommends "Anhydrous Calcium Chloride" testing as per ASTM F 1869-98 on slabs to be treated, to determine the MVER (moisture vapor emission rate) in lb/24 hrs\*1000 ft<sup>2</sup> (grams/hr\*m<sup>2</sup>). Alternately determine RH content (%) as per ASTM F 2170. The testing must be carried out before application of "SG3" to obtain AQUAFIN warranty.

**Note:** MVER fluctuates within slab areas, and can have significant seasonal variations (i.e. in Nov./Dec. 6 lbs and in July/Aug. 16 lbs or more).

### Preparation of Substrate

All concrete surfaces to be treated with "SG3", must be clean, sound and have an "open"/absorptive surface ("tooth and suction").

⇒ Do not apply "SG3" to surfaces which have been previously treated with any kind of sealer prior to contacting Aquafin.

1. Remove existing floor coverings, coatings, adhesives, curing compounds, efflorescence, dust, grease, laitance, etc. down to bare concrete with steel shot blasting, scarifying or grinding using a diamond cup blade (run with low RPM and assure that surface is profiled). Standard acid etching is NOT allowed.
2. Steel shot blast or abrasive blast concrete slabs to surface profile ICR CSP 3 - 5.
3. Burn off reinforcing fibers and vacuum remains.
4. Remove glaze from "quarry tiles".
5. Repair cracks with a suitable patching mortar.
6. Install cementitious underlayment, leveling mortars, flash patching, etc. using a primer for non-porous substrates (i.e. **AQUAFIN-SLU PRIMER**) on TOP of "SG3".
7. Treat saw cut and expansion joints as per application Guideline 5.1.1-1.
8. Carefully pre-dampen all the prepared surfaces (excluding quarry tiles) to be treated several times with clean water to SSD

(saturated surface dry). Leave no standing water!

### Mixing

- ⇒ Use chemical resistant gloves and goggles when mixing or applying "SG3".
- ⇒ Material should be minimum 60°F (15°C) at time of mixing.
- ⇒ Do not alter mixing ratios. Do not thin.

Part A (A-Component) = resin  
Part B (B-Component) = hardener  
are supplied in the appropriate mixing ratio.

1. Assure that Part B completely drains into Part A. Always mix a complete kit in the proportions supplied.
2. Stir mixture for approximately 3 minutes to a homogenous, streak free consistency, using a slow speed drill (approx. 300 rpm) with a PS Jiffy blade. Avoid any action that may entrap air. Ensure that the material at the pail bottom and sides are agitated.

### Application

3. Pour mixed material from the mixing container into a clean container and carefully mix it once more (approx. 30 seconds).
- ⇒ Do not apply at air or slab temperature below 50°F (10°C), or above 95°F (35°C).
- ⇒ Do not apply to unprotected surfaces or surfaces where water has accumulated (puddles).

"SG3" can be applied to concrete that is at least 5 days old.

1. **After steel shot blasting or scarifying, check slab surface with the water drop method.** Pour a drop of water about the size of a dime in several places. If it beads, surface is not absorptive and requires more preparation. If it penetrates the concrete within approx. 30 seconds the surface is absorptive and ready to receive the "SG3" treatment. However, this method does not replace pre-testing of concrete cores. A test application is highly recommended on old slabs where a sealer may be present, or slabs where an epoxy coating has been removed, followed with an adhesion test (i.e. Elcometer, etc.).
2. Protect the area to be treated from strong sun light, wind and rain. Indoors, prevent noticeable drafts.
3. Insure that the material is applied within the coverage rate specifications by marking the area to be covered.
4. **Install "SG3" as per the chart "Application Rates":**
  - **Step 1:** pour "SG3" in sufficient quantity over the pre-dampened area (excluding quarry tiles) to be treated and uniformly distribute with a

Sample Water Vapor Transmission Reduction		Test : ASTM E 96-95	
Test Results: MACTEC No.6136-03-0302			
Test carried out by independent laboratory (Wet method)	BEFORE:	AFTER:	REDUCTION
	Untreated Control	VAPORTIGHT COAT®-SG3	%
<b>Water Vapor Transmission:</b>		Sample A, No.1	
♦ lbs / 24 hours * 1000 ft <sup>2</sup>	<b>24.08</b>	<b>0.18</b>	<b>99</b>
♦ grams / hour * m <sup>2</sup>	4.89	0.04	
♦ grains / hour * ft <sup>2</sup>	7.02	0.05	
Permeance: ♦ perms	16.95	0.13	
♦ grams / Pa*s*m <sup>2</sup>	9.69 x 10 <sup>-07</sup>	7.34 x 10 <sup>-09</sup>	

AQUAFIN, Inc. June 2011  
**DIV. 07 + 09**  
 07 26 00 VAPOR RETARDERS  
 09 96 56 EPOXY COATINGS



# VAPORTIGHT COAT®-SG3

## "SG3" Application Rates as per ASTM F-1869 (CaCl)

Moisture vapor emission rate lb/24 h • 1000 ft <sup>2</sup>	g/h/m <sup>2</sup>	No. of coats	Application rate		Appx. thickness		~Yield: 2.4 gal (9.2 L)		~Yield: 7.3 gal (27.5 L)	
			ft <sup>2</sup> /gal	kg/m <sup>2</sup>	mils	mm	ft <sup>2</sup>	m <sup>2</sup>	ft <sup>2</sup>	m <sup>2</sup>
up to 10	up to 2.0	1	155	0.29	10	0.25	370	33.4	1,130	105
10 - 15	2.0 - 3.0	1	130	0.35	12	0.30	310	28.8	950	88
15 - 20	3.0 - 4.0	1	105	0.43	15	0.38	250	23.2	760	70
20 - 25	3.1 - 5.0	1	80	0.57	20	0.50	190	17.6	580	53
Stand-alone coating on slabs		1	80	0.57	20	0.50	190	17.6	580	53
New concrete (min. 5 days old)		1	80	0.57	20	0.50	190	17.6	580	53

Note: All values theoretical. Application thicknesses are approximate. Some variations may apply due to porosity and absorption of substrate.

## "SG3" Application Rates as per ASTM F-2170 (RH - Relative Humidity Testing)

<85% RH = 155 ft <sup>2</sup> /gal (0.29 kg/m <sup>2</sup> )
85 - 90% RH = 130 ft <sup>2</sup> /gal (0.35 kg/m <sup>2</sup> )
90 - 95% RH = 105 ft <sup>2</sup> /gal (0.43 kg/m <sup>2</sup> )
95 - 100% RH = 80 ft <sup>2</sup> /gal (0.57 kg/m <sup>2</sup> )

notched squeegee or non-shed roller to the still moist substrate.

- **Step 2:** carefully scrub it into the pores with a long handled scrub brush.

- **Step 3:** follow with a non-shed roller to achieve uniform coverage.

Note: "SG3" is self leveling and has low viscosity, tending to flow to low areas where it can build-up.

"SG3" does not require broadcasting of sand.

- ⇒ Protect fresh application from rain for 4 - 6 hrs.
- ⇒ Observe relative humidity and Dew Point when installing flooring system over "SG3"!

⇒ Shoes must be protected with cloth (i.e. Tyvek) booties when walking over cured "SG3" prior to installation of flooring system!

### 5. Resinous Flooring:

- Subsequent top coatings such as epoxy, terrazzo, polyurethane, must be applied within the 12 hr to 5 days recoat time.
- "SG3" surface must be roughened if recoat time is missed. Re-treat "outgassing channels" and pin-holes by grinding surface, cleaning off residue. Make sure surface is dry and re-apply "SG3". Does not apply to "fish eyes".

### 6. VCT, Sheet Vinyl, Carpet, Wood:

- Flooring systems including VCT, sheet vinyl, linoleum, carpet and wood must be applied within the 12 hr to 5 days recoat time.
- Please note that water based adhesives require a cementitious underlayment of minimum 1/8" (3 mm) thickness to absorb moisture from the adhesive (check with adhesive manufacturer).

- Pressure sensitive adhesives installed directly over "SG3" require a longer "tack" time than listed on manufacturer's literature to prevent adhesive moisture or solvent entrapment.

- Many floor covering materials (i.e. VCT, sheet vinyl, linoleum, carpet) also require a more level or smooth surface. In such cases an application of a self-leveling cementitious underlayment (minimum 1/8" (3 mm) thickness) is required over "SG3" to provide a proper substrate for the floor covering and the adhesive.

### 7. Underlayment's & Patching:

- If cement based toppings, such as underlayments, screeds, "flash" patching, repair mortars are to be used, the manufacturer's recommended primer or **AQUAFIN-SLU PRIMER** must be applied over "SG3".

### 8. Sand:

Where a broadcast of sand is desired use Aquafin "SG2" in lieu of "SG3".

### 9. Maximum recoat time (adhesives included) is

5 days. Do not apply flooring system if "SG3" surface is wet due to dew point or other causes. If recoat time is missed, "SG3" surface must be sanded, cleaned with hot water, and allowed to dry, before application of flooring system.

### 10. Application equipment needed:

Notched squeegee, 1/2" or 3/8" non-shed synthetic nap roller, long handled scrub brush.

### 11. Cleanup:

Immediately clean all equipment and tools with mineral spirits.

### 12. Packaging & Shelf Life:

- **2.4 gal/22 lb (9.2 L/10 kg) kit.**  
A-Comp: 1.5 gal/14.48 lb (5.8 L/6.58 kg)  
B-Comp: 0.9 gal/7.52 lb (3.4 L/3.42 kg).
- **7.3 gal/66 lb (27.5 L/30 kg) kit.**  
A-Comp: 4.6 gal/43.43 lb (17.3 L/19.74 kg)  
B-Comp: 2.7 gal/22.57 lb (10.2 L/10.26 kg).

Shelf life is 2 years in closed, original packaging, stored in a dry, cool place.

## Technical Data

Material & Color	2-component, clear epoxy	
Density	~9.08 lbs/gal (1.09 ± 0.02 kg/L)	
VOC Content	0 g/L	
Volume Solids	100 %	
Flash Point: Part A	>212°F (>100°C)	
Part B	>248°F (>120°C)	
Mixing Ratio	100:50 (by weight)	
Viscosity	600 ± 80 cps (mPa*s) @ 77°F (25°C)	
Pot Life, approx.	35 Minutes at 73°F (23°C)	
Open to Foot Traffic	after 12 hrs at 73°F (23°C)	
Recoat Time at 73°F (23°C)	minimum 12 hrs max. 5 days, observe dew point!	
Working Temperature	50°F to 95°F (10°C to 35°C)	
Curing Temperature	minimum 50°F (10°C)	
Full Strength	after 7 days at 73°F (23°C)	
Adhesion to Concrete (ASTM D-4541 modified)	500 psi (3.5 MPa) @ 7d (dry conc.) Failure in substrate	
pH 14 Resistance	Pass 14 day test. (ASTM D-1308)	
Average Critical Radiant Flux (CRF)	1.00 W/cm <sup>2</sup> - Passed = non-flammable (ASTM E 648-03)	
Methane Permeability (ISO 15105-2)	2.20 [cm <sup>3</sup> / (m <sup>2</sup> *d*bar)] at 36 mils (0.90 mm) thickness	
Indoor Air Quality Control (DIN EN ISO 16000)	Passed: VOC (0 mg/m <sup>3</sup> ) & Formaldehyde emissions (<0.01 ppm)	

All data are average values obtained under laboratory conditions. In practical use temperature, humidity and absorbency of the substrate may influence the above given values.

### 13. Note:

Post-cracking of the concrete, slab warping or warping relaxation at joints or cracks after installation of the "SG3" may cause a breach in the coating and void warranty.

### 14. Safety: KEEP OUT OF REACH OF CHILDREN. Refer to MSDS. FOR COMMERCIAL USE ONLY.

**Part A** - irritant; sensitizer - contains epoxy resins.  
**Part B** - corrosive; sensitizer - contains amines.

LIMITED WARRANTY: AQUAFIN, INC. warrants to the owner of the premises at the time of installation that for a period of 10 years after installation its products are free of manufacturing defects. As the sole remedy, we will replace or, at our election, refund the purchase price of, any product which is proven to be defective, provided that the product was properly applied. Our product recommendations are based on Industry Standards and testing procedures. We assume no warranties either written, expressed or implied as to any specific methods of application or use of the product. AQUAFIN, INC. MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. AQUAFIN, INC. shall not be liable for damages of any sort including without limitation indirect or consequential damages, down time, or delay. This limited warranty is not transferable without AQUAFIN's prior express written consent.



AQUAFIN, Inc.

505 Blue Ball Road, # 160 Elkton, MD 21921  
Phone (410) 392-2300 Fax (410) 392-2324  
TOLL FREE 1 - 866 - AQUAFIN (1-866-278-2346)

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5.1.2



**westcoat**<sup>®</sup>  
SPECIALTY COATING SYSTEMS

**SYSTEM  
SPECIFICATION**

**WP**

**WATERPROOF**  
RELIABLE MOISTURE BARRIERS

**MACoat™**

### Description

Westcoat's MACoat System is a fiberlath-reinforced deck system installed with a series of two or three separate waterproof acrylic applications, and sealed with Westcoat SC-10 Acrylic Topcoat. The finished product weighs approximately one pound per square foot. MACoat is breathable and allows vapor to pass as opposed to traditional urethane coatings.

- Durable
- Fast Access After Installation
- Choice of Colors and Textures
- Tough Final Coat is UV Resistant
- Safe Skid Resistant Textured Finish
- Environmentally Safe Acrylics
- Waterproof
- Optional Finishes

### Uses

The MACoat System is mainly used on elevated concrete and non-fire rated plywood walking decks. MACoat is designed for balconies, corridors, stairs, and landings. It is regularly specified for homes, hotels, condominiums, apartments, and office buildings. In many cases it can be applied over existing deck systems to provide an excellent method for the rehabilitation of problem surfaces.

### Packaging

WP-26 Flashing  
WP-51 Polyurethane Sealant  
EC-72 Epoxy Patch Paste (½ and 2 gallon kits)  
WP-47 Fiberlath (475 sq ft per roll, 38 in. x 150 ft.)  
WP-47-3 Seam Tape (3 inch)  
WP-90 Waterproofing Resin (1 and 5 Gallon pails)  
WP-81 Cement Modifier (1 and 5 Gallon pails)  
TC-1 Basecoat Cement (50 lb. Bags)  
TC-3 Medium Texture Cement (50 lb. Bags)  
SC-10 Acrylic Topcoat (1 and 5 gallon pails)

### Advantages

- Flexible

## INSPECTION / PREPARATION

### Inspection

Concrete must have ¼ inch slope per lineal foot with a rough broom finish (equal to 50 to 80 grit sand paper) and be open and porous. Allow concrete to cure a minimum 28 days and make sure that the moisture content is at 4% or less. If doing a calcium chloride test, the reading should be a maximum of 5 lbs./1000 sq ft. Another test can be done by taping a plastic mat or visqueen onto the surface, then waiting 24 hours before checking for moisture. Decks should meet local building code

Plywood must be at least ¾ inch CDX or exterior grade. Slope must be a minimum of ¼ inch per linear foot. Decks should meet local building code. The deck should be tongue and groove properly blocked and screwed into place. Plywood shall have a maximum joist span of 16

inches. Deflection should be less than L/480. OSB is not a suitable substrate.

### Preparation

On concrete, remove all coatings to a sound concrete base. Prepare surface by grinding, water blasting or shot blasting to achieve surface that feels like 50 to 80 grit sand paper. Over existing coating, abrade the surface and do an adhesion test. For rough concrete, a slurry coat may be applied. Combine 1 bag of TC-1 Basecoat Cement with 1 gallon of WP-81 Cement Modifier and up to ½ gallon of water, and trowel smooth. Applied prior to the MACoat installation. On plywood be sure the surface is clean, dry and free of grease, paint, oil, dust or any foreign material that may prevent proper adhesion.

## APPLICATION

### Concrete Expansion Joints

Moving expansion joints should be honored and filled with a 2 part urethane sealant (approved by Westcoat). Sides of joints should be cleaned and applied per joint sealant manufacturers recommendation after the MACoat process is completed.

### Concrete Seams and Cracks

Cracks greater than 1/32 inch should be routed out ¼ x ¼ inch. Install WP-47-3 Seam Tape over all cracks and seams. Apply EC-72 Epoxy Patch Gel into the tape with a trowel or putty knife to smooth and broadcast with 30 silica sand to allow adhesion of the coating. Allow EC-72 3-4 hours to cure before the next coat.

### Plywood Seams

Seams should be dry and free of debris. WP-47-3 Seam Tape should be installed over all seams and metal flashing. Apply WP-51 Polyurethane Sealant, or EC-72 for a more ridged seam, into the tape with a trowel or putty knife to smooth. Broadcast with 30 silica sand to increase adhesion of the next coat.

An alternate way to minimize re-cracking of concrete and reduce movement of plywood seams is to place a 6 inch strip of WP-40 Sheet Membrane over the plywood seams or the cracks in the concrete as an anti-fracture treatment.

## Primer Requirements

Priming is not required over properly prepared concrete or plywood. When coating over an existing surface, prime with EC-11 Water Based Epoxy at the rate of 300 square feet per gallon and broadcast with #30 or #60 silica sand to increase adhesion of the next coat.

## Flashing

Flash at the junction of the wall and plywood deck using 4 x 4 inch flashing. Flash the fascia with 2 x 4 inch drip edge flashing. Nail all flashing every 4 to 6 inches. Use a minimum of 26-gauge bonderized sheet metal. Flashing for concrete should be set in a bed of EC-72 and nailed only as needed. The vertical portion of the wall to deck flashing should be nailed at all studs, after the epoxy base has cured. Overlap all seams at least 4 inches. Caulk between overlapped flashing as well as the seam with WP-51 Polyurethane Sealant. (Note: If the flashing is not bonderized it must be etched or roughed up so that the coating will bond.)

## Base Coat

Lay out WP-47 Fiberlath reinforcing mesh on the deck, overlapping the seams approximately 2 inches.

Combine one bag of TC-1 Basecoat Coat Cement with six gallons of WP-90 Waterproofing Resin (2 parts TC-1 to 3 parts of WP-90 by volume for smaller batches). Mix with a mechanical mixer until uniform. Pour the mixture into the WP-47, trowel thin and smooth at the coverage rate of approximately 270 square feet per batch. Use a paintbrush to spread the base coat on the flashing, making sure to get the mixture into the seams and corners. Using a brush, wet with water, feather all outside edges. Allow surface to dry for 1-4 hours at 70°F. Scrape off any high spots or ridges that may inhibit application of a smooth texture coat. Trim any mesh that is showing on perimeters after the material has hardened.

Note: Should deck coating not be completed in one phase or to allow for other construction trades, deck should be covered and protected to avoid being damaged and to keep clean. It may be necessary to power wash the deck to dislodge any construction debris or any other foreign matter.

## Feather Patch

Smooth all seams or imperfections by mixing one bag TC-1 to 4 gallons of WP-90 (1 part TC-1 to 1 part WP-90) and patch all areas where fiber lath is not laminated flat or any visible seams or overlaps. Feather these patches with a paintbrush and water. Scrape or sand all the patches.

## Slurry Coat

Mix one bag TC-1 to 4 gallons of WP-90 and trowel the entire surface smooth and as thin as possible or at the rate of approximately 300 to 350 square feet per batch. For easier application, you may add up to 1 quart of water to help loosen up the mix. After the texture has dried (30 minutes to 1 hour at 70 degrees) lightly scrape any trowel marks and sweep or blow the surface clean. You are now ready to apply the knock down texture.

## Smooth Texture (Optional)

For a smooth texture, mix one bag TC-1 to 4 gallons of WP-90 and trowel the entire surface smooth or at the rate of approximately 300 to 350 square feet per batch. For easier application, you may add up to 1 quart of water to help loosen up the mix. After the cement has dried (30 minutes to 1 hour at 70 degrees) lightly scrape any trowel marks and sweep or blow the surface clean. You are now ready to apply the topcoat

## Knockdown Texture (Optional)

If a knockdown texture is desired, combine 1 bag of TC-3 Medium Texture Cement with 1 gallon of WP-90 Waterproofing Resin. WP-81 may be used for concrete applications. Mix thoroughly with a mechanical mixer. Add up to ½ gallon of water to achieve the desired consistency. Using an acoustical hopper gun, spray the texture onto the deck with a circular motion to achieve approximately 70% coverage at a rate of about 150-200 square feet per batch. Spray continuously, do not stop in the middle of the deck. After a few moments depending on the temperature, the texture must be “knocked down” using a rounded pool trowel for best results. Wipe the trowel clean with a wet rag as needed.

For an Orange Peel Texture, increase the air pressure and reduce the hole size of the hopper gun. Spray texture evenly at a 90% coverage. If you are unsatisfied with the results, immediately scrape off and re-spray.

After the texture has dried (30 minutes to 1 hour at 70 degrees) lightly scrape, any trowel marks and sweep or blow the surface clean prior to sealing. To avoid making impressions, the applicator should wear golf, baseball or spiked shoes.

## Topcoat

Mix all containers of the SC-10 Acrylic Topcoat to ensure a consistent color. The material may be thinned by adding up to one quart of water per gallon to avoid streaks, (especially in hot weather). Roll two thin applications of SC-10 using a ¾ inch roller at a rate of 200-300 square feet per gallon. Roll the material in two directions to achieve a uniform finish. Coverage will vary according to texture.

For best results, allow SC-10 4 to 6 hours drying time before permitting light pedestrian traffic or applying additional coats are applied. Allow 24 hours to cure before heavy traffic is permitted. Allow 48 hours before heavy objects are placed on the surface.

## Optional Materials

### Basecoat Options

•For increased waterproofing, when applying basecoat into fiberlath replace WP-90 with WP-91. Mixing at 4 gallons of WP-91 to 1 50lb bag of TC-1 and add up to 1 gallon of water to aid in application.

## Clean Up

Uncured acrylic material can be removed with soap and warm water. If cured, material can only be removed mechanically or with an environmentally-safe solvent.

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## MAINTENANCE

Exterior surfaces can be swept daily with water and a broom. For tougher dirt or grease use Westcoat CA-24 Degreaser diluted with water 20:1 and a soft bristle brush or broom, be sure to rinse well. To remove calcium or lime build up, brush 100 grain vinegar over the surface, be sure to rinse any residue.

The MACoat System should be inspected for wear every 2 to 4 years. The system should be resealed with the appropriate Westcoat clear sealer every 3 to 5 years depending upon traffic and UV exposure. Contact the original Installer of Westcoat for complete recoating instructions.

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## HEALTH PRECAUTIONS

Inhalation of vapor or mist can cause headache, nausea, irritation of nose, throat, and lungs. Prolonged or repeated skin contact can cause slight skin irritation.

Cements contain silicas, dust mask or respirator should be used when mixing, sanding or grinding.

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## LIMITATIONS

- This system is designed for professional use only.
- Read Product Specification Sheets for every product you will be using before beginning the project.
- Do not apply at temperatures below 50°F or above 90°F.
- Rain will wash away uncured Westcoat acrylic products.
- If inclement weather threatens, cover deck to protect new application.

- Sealers will make the surface slippery, please be aware the texture of the surface and how the sealer will affect the look, feel, and skid resistance.
- Approval and verification of proposed colors, textures, and slip resistance is recommended.
- Do not allow Westcoat product to FREEZE.

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## DISCLAIMER

PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE MANUFACTURER OF WESTCOAT, SHALL BE LIMITED SOLELY TO THE REPLACEMENT

OF ANY DEFECTIVE MATERIAL OR A PAYMENT BY THE MANUFACTURER IN AN AMOUNT EQUAL TO THE COST OF THE ORIGINAL MATERIAL.



**westcoat**®

770 Gateway Center Drive San Diego, CA 92102  
800 • 250 • 4519 • Fax 619 • 262 • 8606 • westcoat.com



# ENDURO PRODUCTS

## Technical Data Sheet

### ENDURO-LASTIC ELA Modified Polymer Binder

#### 1. Description:

**EP - ENDURO-LASTIC ELA** is a one component modified polymer binder designed for use with a fiberglass chopped-strand mat on interior and exterior pedestrian surfaces.

#### 2. Uses:

EP - ENDURO-LASTIC ELA Modified Polymer Binder is applied to reinforce a fiberglass chopped-strand mat on new or existing above grade structural concrete, plywood or steel substrates.

#### 3. Surface Preparation:

**3.1 Concrete:** All concrete surfaces to receive the EP - ENDURO-LASTIC ELA Modified Polymer Binder reinforced with a fiberglass chopped-strand mat should be of sound structural grade. Metal pans should be vented when used to form new concrete slabs. Concrete installed over precast "T's" should have control joints installed over coinciding joints or openings in the precast. New concrete should be cured by the water curing method for at least 28 days. The cured concrete should be sloped to the drains. Verify plastic drains are not used. A light broom finish is recommended that is free of cracks, voids, fins, ridges, air-entrained holes or other imperfections. Remove dirt, dust, debris, oil, grease, curing agents, bond breakers, and other surface contaminants. All contaminants and imperfections that may impair adhesion must be removed from new and existing concrete. They should be removed by sandblasting, shotblasting or mechanical grinding. The concrete should be thoroughly cleaned by using a commercial pressure washer. Imperfections should be repaired with manufacturer approved materials. All cracks over 1/16 inch in width and all moving cracks less than 1/16 inch in width should be saw cut to 1/4 inch wide by 1/2 inch deep. Completely clean all saw cut cracks, expansion joints and control joints. Install backer rod and fill flush with polyurethane sealant. Allow to cure overnight. Be aware that drying time depends on temperatures and humidity.

**3.2 Plywood:** All plywood surfaces should be selected and installed in accordance with the requirements of the applicable building code. Plywood shall be a minimum of 5/8 inch thick tongue and groove exterior grade and have joints blocked and fastened. Plywood should be fastened with non-corroding screws, twist shank nails or 10d annular ring nails. Plywood must be sloped to drain. All contaminants and imperfections that may impair adhesion must be removed. Verify that plastic drains are not used and that the deck will drain properly, without low spots or high fascia edges. Completely

clean all joints, cracks and seams. Fill all separations over 1/16 inch in width with polyurethane sealant. Apply joint reinforcement consisting of a 5 inch trowel coat of Enduro-Flex Underlayment and reinforcing fabric imbedded into the wet coating.

**3.3 Steel:** Roughen surfaces sufficiently to ensure proper bonding. Remove dirt, dust, debris, oil, grease, and other surface contaminants, which could adversely affect application of the pedestrian traffic coating. Verify steel surfaces are backed with rigid substrate with sufficient rigidity to avoid excessive deflection. Verify that plastic drains are not used and that the deck will drain properly, without low spots or high fascia edges.

**3.4 Metal:** Flashing, scuppers, edges, vents, and other metal should be galvanized or non-ferrous. All should be properly secured 4 inches on center with non-corroding screws or ring shank nails to the substrate. Metal should be primed with a thin coat of EN-M-70 Metal Primer by using a sprayer or roller. Flashing should be caulked in front and back with polyurethane sealant. Use the Enduro-Flex Underlayment to adhere reinforcing fabric at the joint of the metal and substrate.

#### 4. Mixing & Priming:

Stir EP - ENDURO-LASTIC ELA Modified Polymer Binder well before using.

#### 5. Color/Finish/Packaging:

EP - ENDURO-LASTIC ELA Modified Polymer Binder should be used at package consistency. Coatings are available in five-gallon containers. The chopped-strand mat shall be a 0.75-ounce fiberglass, multidirectional chopped-strand mat.

#### 6. Application:

**6.1 Fiberglass Underlayment:** Lay out the fiberglass chopped-strand mat over the area to be immediately worked in accordance with manufacturer's instructions. Fiber-Glass may be overlapped 1/2 inch.

**6.2 EP - ENDURO-LASTIC ELA Modified Polymer Binder:** Apply the modified polymer binder in over the fiberglass chopped-strand mat. Eliminate air bubbles and wrinkles. Apply a second coat of the modified polymer binder the next day to obtain proper film thickness, if required. Trim excess fiberglass mat at fascia edge before application of topping.

#### 7. Coverage:

Apply EP-ENDURO-LASTIC ELA Modified Polymer



## © EP ENDURO-LASTIC ELA Modified Polymer Binder

Binder at a rate of 50 SF per gallon.

### 8. Limitations:

Ambient and surface temperatures must be above 55°F and relative humidity below 80%. Do not apply EP - ENDURO-LASTIC ELA Modified Polymer Binder over any type of lightweight concrete without written approval by Enduro Products. Do not apply to surfaces with excessive moisture content or when there is a threat of rain.

### 9. Cleaning Instructions:

Clean up tools and equipment with appropriate cleaning fluids after use.

### 10. Safety Health and Environmental Recommendations:

Provide proper ventilation. Avoid coating contact with skin and eyes. Use protective goggles and clothing. In case of eye contact, flood eyes with water and call a physician immediately. Wash hands thoroughly with soap and water after handling. Do not take internally. If

ingested, call a physician immediately. Read the Material and Safety Data Sheet for EP ENDURO-LASTIC ELA Modified Polymer Binder prior to handling or application as supplied by Enduro Products in California: (714) 526-5898, Fax (714) 526-6511; in Florida: (305) 591-8309, Fax (305) 591-8565; email: info@endurokote.com.

### 11. Warranty:

Enduro Products warrants its EP - ENDURO-LASTIC ELA Modified Polymer Binder to be free of defects in materials, but makes no warranty as to appearance or color. Since methods of application and on-site conditions are beyond our control and can affect performance, Enduro Products makes no other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose with respect for Enduro Products. Enduro option, to replace or to refund the purchase price of the quantity of EP - ENDURO-LASTIC ELA Modified Polymer Binder proved to be defective and Enduro Products shall not be liable for any loss or damage.

## Technical Data

TEST	REFERENCE	RESULTS
Weatherometer	ASTM D 1499 & G 152, Model D or H	2,000 Hours: No crazing, cracking, spalling, softening, or other surface deterioration.
Accelerated Aging	ASTM D 756, Procedures D & E, 6 Cycles; D, E, & F	No crazing, cracking, spalling, softening, or other surface 25 Cycles deterioration.
Bond Strength After Accelerated Aging	ASTM C 297 ASTM C 297, Procedures D, & E, 6 Cycles	Average 83 psi minimum.
After Accelerated Aging	ASTM D 756, Procedures D, E, & F, 26 Cycles	Average 82 psi minimum.
After Freeze Thaw	ASTM C 67	Average 104 psi minimum.
Abrasion Resistance	ASTM D 1242, Method A	Did not exceed maximum loss in thickness allowed.
Percolation		No noticeable leakage on each of 5 test specimens.
Water Absorption	ASTM D 570	8.7 percent by weight.
Chemical Resistance	ASTM D 2299	Unaffected By: Industrial detergent 20% solution, ammonia 5 % solution, salt 20% solution, anti-freeze, kerosene, turpentine, & paint thinner.  Superficially Affected By: Chlorine 10% solution & sulfuric acid 3% solution.  Moderately Affected By: Muriatic acid 10% solution.
Freeze Thaw	ASTM C 67	No breakage, weight loss, cracking, crazing, or delamination. Passed bond strength test requirements.
Concentrated Load		Average Residual Indentation: 0.009 inch.
Compressive Strength	ASTM C 109	5,450 psi.





Exhibit B

Pictures of the Parking Lot Pavement



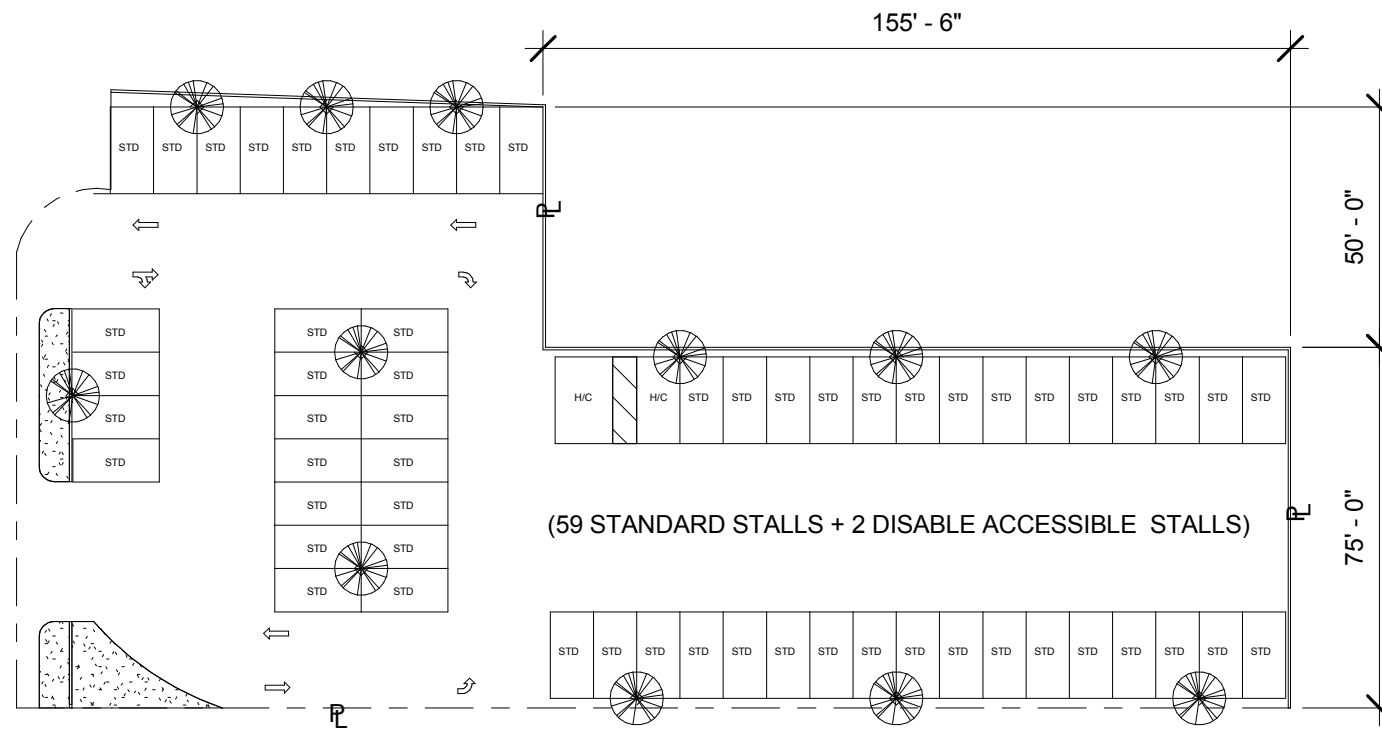
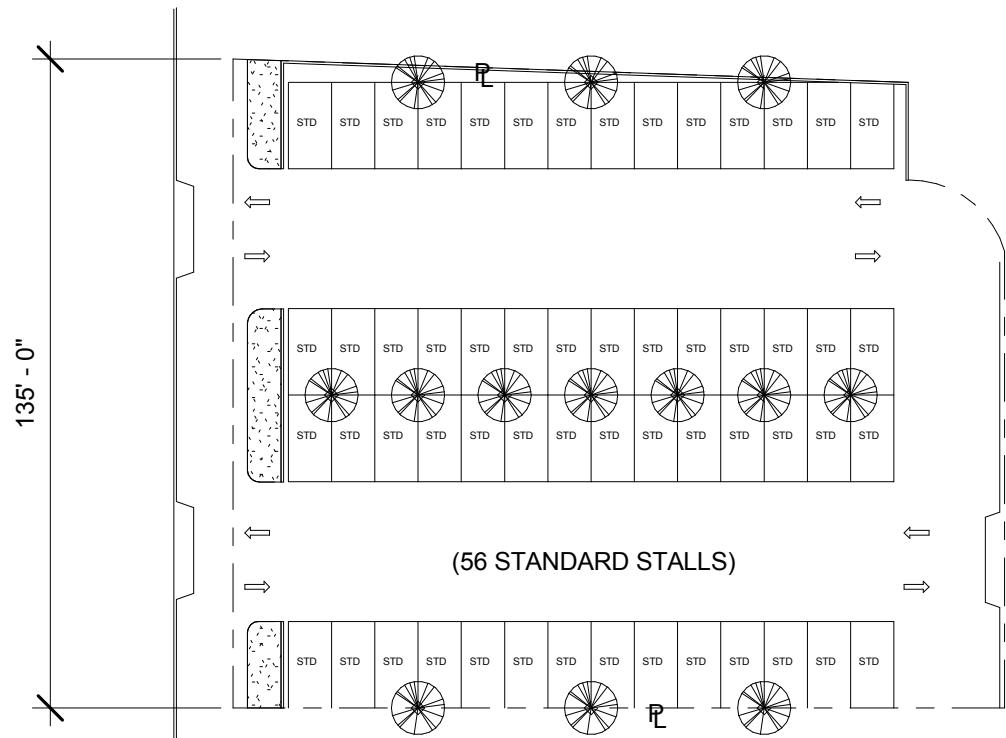


Exhibit C

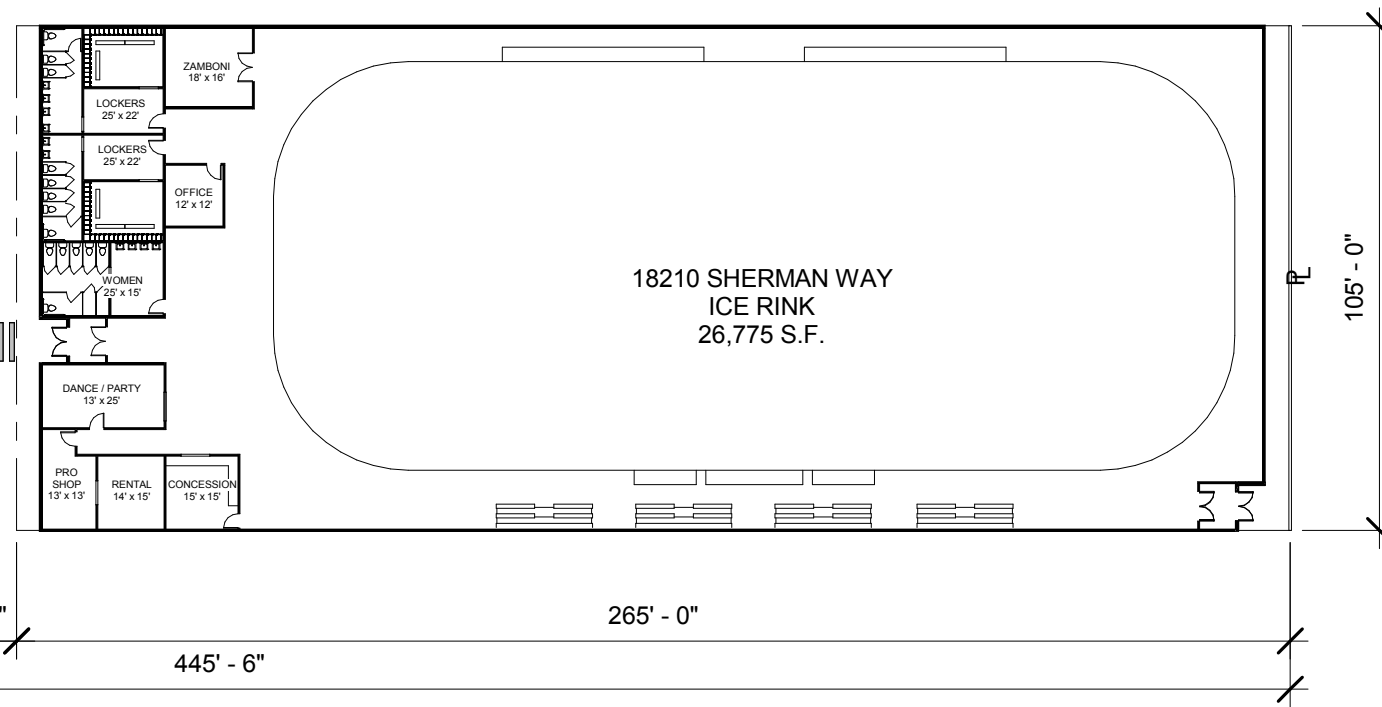
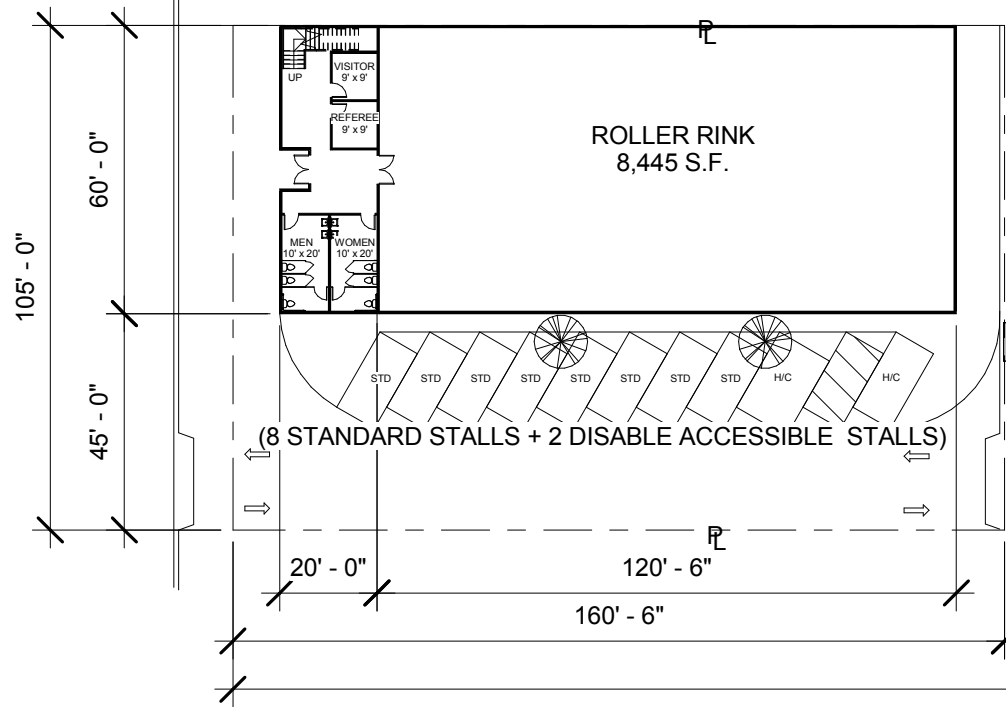
City Conceptual Plan for Ice Skating Rink

(see following page)

SHERMAN WAY



SHERMAN WAY



1 OPTION 3  
1" = 40'-0"



NORTH

CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING

GARY LEE MOORE, PE, ENV SP

CITY ENGINEER

SITE PLAN - OPTION 3

Project number	E170121D
Date	7/26/2017
Drawn by	T.YOUNGE
Checked by	R. ABANO
Scale	1" = 40'-0"

RESEDA ICE AND ROLLER RINK

18210 SHERMAN WAY  
LOS ANGELES, CA. 91335





Exhibit D

Oltmans PCI 023

(Parking Lot Replacement)

(see following pages)



10005 Mission Mill Road  
Whittier, CA 90601  
Phone: (562) 948-4242 Fax: (562) 695-9267

**POTENTIAL CHANGE ITEM**  
PCI023

**TITLE:** New Paving In Lieu of Seal & Slurry **DATE:** 02/20/2019  
**PROJECT:** Magnolia Science Academy **PROJECT NO.:** 18049  
**TO:**  
**Magnolia Educational and Research Foundation**  
 250 E. 1st St., 1500  
 Los Angeles, CA

We respectfully request your approval of the following change to the original scope of work:

**DESCRIPTION:**

This Potential Change Item (PCI) tracks costs associated with the added labor, materials, and equipment required to install new paving in lieu of seal and slurry. Seal and slurry and/or grind and overlay are not recommended or guaranteed by the asphalt paving trade due to existing conditions. The existing pavement is on native, the estimated life of grind and overlay would be limited.

The proposed new paving would include demo, removal of 7" of existing asphalt and subgrade (assume native), hauling-off of material, rough grade, sub-compaction and furnish and install 4" of class 2 CMB and 3" of asphaltic concrete.

The added costs include:

- \_Credit (\$16,464) for original proposed cost for seal and slurry
- \_Credit (\$12,000) for damaged to existing paving caused by Oltmans (approximately 2,500 sf)
- \_Add \$118,000 for new base and paving

This PCI excludes any items not identified above including additional move-ins, slurry seal, engineering, testing and permits. It excludes any schedule associated impacts, general conditions, future changes caused by City review or inspections.

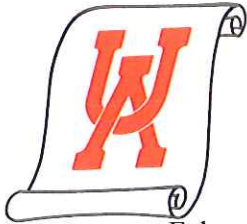
Vendor	Description	Amount
	Credit: For Damage Caused by OCCO	-12,000.00
	Credit: Seal & Slurry	-16,464.00
	Add: Asphalt Paving	118,000.00
	Bond	733.00
	Gross Tax	117.00
	GL	869.00
	SDI	1,120.00
	Fee	4,577.00
	<b>SUBTOTAL:</b>	<b>96,952.00</b>
	<b>TOTAL COST FOR THIS CHANGE ORDER REQUEST:</b>	<b>96,952.00</b>

**APPROVAL:**  
Oltmans Construction Co.

**BY:** Trevor Lawton  
**DATE:**

**APPROVAL:**  
Magnolia Educational and Research

**BY:**  
**DATE:**



# UNIVERSAL ASPHALT CO., INC.

10610 South Painter Ave., Santa Fe Springs, California 90670-4030

TELEPHONE:  
(562) 941-0201  
(888) 941-0201  
FAX:  
(562) 941-4080

February 8, 2019



Fri 2/8/2019 10:41 AM

Curt Fauntleroy <curt@universalasphalt.com>

RE: MSA - Price Request for Parking Lot (G-2) Demo/Grade/Compact

To: Elizabeth Lara

Retention Policy Oltmans Inbox Retention Policy (60 days)

Expires: 4/9/2019

Yes it's included I forgot to remove from my standard exclusions. 90% compaction is included!!

Oltmans Construction Company  
10005 Mission Mill Road  
Whittier, Calif. 90608

Attn. Elizabeth Lara  
RE: **Magnolia Science Academy**  
**18220 Sherman Way**  
**Reseda, Calif.**



Curt Fauntleroy, Project Manager  
Universal Asphalt Co., Inc.  
[Curt@universalasphalt.com](mailto:Curt@universalasphalt.com)  
(562) 941-0201 Office  
(562) 941-4080 Fax

From: Elizabeth Lara <ElizabethL@oltmans.com>

Sent: Friday, February 8, 2019 10:38 AM

To: Curt Fauntleroy <curt@universalasphalt.com>

Subject: RE: MSA - Price Request for Parking Lot (G-2) Demo/Grade/Compact

Hi Curt,

No grade and re-compact included in cost; you have it in exclusions?

Per your request this updated cost proposal is for the following new paving work:

- A) Remove the existing asphaltic concrete and sub-grade to a depth of 7" and haul away to an offsite location.
- B) Pull off the job and return once the underground and concrete is complete.
- C) Furnish and install 4" Class 2 **CMB** to approx. 25,000 sq. ft., roll and compact.
- D) Apply weed poison to the base.
- E) Furnish and install 3" asphaltic concrete to approx. 25,000 sq. ft., roll and compact.
- F) This price assumes that there is not over saturated subgrade material or sub-grade contamination that needs to be addressed.
- G) Sub-grade to be accepted at +/- four hundredth (.04) **to balance.**

**Rough grading, sub-grade compaction,**

**TOTAL COST \$ 118,000.00**

Price good through June 2019

Based on (2) Two Move-ins

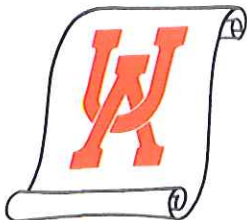
Standard Exclusions:

**Rough grading, sub-grade compaction,** soil import, concrete work, base under concrete, engineering, testing, permits, fees, bonds, crack filler, staking, utility adjustment, striping and bumpers, and guarantee for drainage where designed less than 1%.

Alternates:

- 1) **Striping and wheel stops including 69 stalls, 18 compacts, 4 handicaps w/signage, 2 van handicaps, 6 visitors, 4 electric vehicles, 6 clean air/vanpool, 4 arrows, and (69) 6' wheel stops. Add \$ 6,000.00**
- 2) **Apply 1 coat of Slurry Seal on the new paving. Add \$ 3,000.00**
- 3) **Additional Move-ins (if required) Add \$ 9,500.00 each**

CURT FAUNTLEROY  
PROJECT ESTIMATOR



January 22, 2019

# UNIVERSAL ASPHALT CO., INC.

10610 South Painter Ave., Santa Fe Springs, California 90670-4030

TELEPHONE:  
(562) 941-0201  
(888) 941-0201  
FAX:  
(562) 941-4080

**WILL NOT GUARANTEE GRIND AND OVERLAY WORK DUE TO EXISTING CONDITIONS.**

Oltmans Construction Company  
10005 Mission Mill Road  
Whittier, Calif. 90608

Attn. Erika Peel  
RE: **Magnolia Science Academy**  
**18220 Sherman Way**  
**Reseda, Calif.**

GRIND & OVERLAY

Per your request this updated cost proposal is for the following **overlay** work:

- A) Coldplane approx. 25,000 sq. ft. of existing asphaltic concrete to a depth of 2" and haul away to an offsite location.
- B) Apply a trackless tack coat just prior to the asphalt installation.
- C) Furnish and install 2" asphaltic concrete overlay to approx. 25,000 sq. ft., roll and compact.
- D) We cannot guarantee this overlay work due to the condition of the existing asphalt.**
- E) Sub-grade to be accepted at +/- four hundredth (.04) to **balance**.

**TOTAL COST \$ 52,500.00**

**Price good through September 2019**

**Based on (1) One Move-in**

**Standard Exclusions:**

Rough grading, sub-grade compaction, concrete work, base under concrete, engineering, testing, permits, fees, bonds, crack filler, staking, 1 year warranty, utility adjustment, striping and bumpers, and guarantee for drainage where designed less than 1%.

**Alternate:**

- 1) **Striping and wheel stops including 69 stalls, 18 compacts, 4 handicaps w/signage, 2 van handicaps, 6 visitors, 4 electric vehicles, 6 clean air/vanpool, 4 arrows, and (69) 6' wheel stops. Add \$ 6,000.00**

CURT FAUNTLEROY  
PROJECT ESTIMATOR



## G.J. Gentry General Engineering, Inc.

1297 W 9th Street  
 Upland, CA 91786  
 909-693-3391  
 Lic. #A991354  
 DIR #1000045135

<b>To:</b> Oltmans Construction	<b>Contact:</b> Trevor Lawton
<b>Address:</b> 10005 Mission Mill Road Whittier, CA 90601	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Magnolia Science Academy RCO	<b>Bid Number:</b> 20180267
<b>Project Location:</b>	<b>Bid Date:</b> 2/12/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
803-1	Demo Remainder Of Parking Area (24,280 SF)	1.00	LS	\$40,615.70	\$40,615.70
803-2	Export For Pavement Section	390.00	CY	\$45.99	\$17,936.10
803-3	Parking Area Scarify & Re-Compaction, Finish Subgrade +/- .1'	1.00	LS	\$14,462.26	\$14,462.26

**Total Base Bid Price:** **\$73,014.06**

### Alternate

803-4	Street Sweeper Option	1.00	DY	\$965.99	\$965.99
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### Notes:

- Overexcavation in the parking area is not included.

*OCCO NOTE:  
 2/12 not cost effective. Will propose paver  
 to do all, less expensive.*

<p><b>ACCEPTED:</b>                  The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>G.J. Gentry Engineering Inc</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> David Niederhauser</p>
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# Cover Sheet

## Approval of winning bids for MPS Viewsonic RFP

**Section:** II. Consent Items  
**Item:** F. Approval of winning bids for MPS Viewsonic RFP  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II F ViewSonic Bid Award.pdf



Board Agenda Item #	II F - Consent Item
Date:	March 21 <sup>st</sup> , 2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Rasul Monoshev, Director of Technology
RE:	<p>Contract Approval for Staples, Digital Synergy – Viewsonic interactive display for wall mount, on mobile cart options and the labor for installation.</p> <p>Recommendations:</p> <p>One-time fee for Magnolia Science Academy-1(MSA-1) and Magnolia Science Academy-8(MSA-8) for the screen and labor for below options per one unit basis:</p> <ul style="list-style-type: none"> <li>• <b>If 75” IFP7550 and wall mount–Staples, \$2,816.40</b></li> <li>• <b>If 75” IFP7550 on mobile cart– Staples, \$3,047.06</b></li> <li>• <b>If 65” IFP6560 and wall mount– Staples, \$2,710.17</b></li> <li>• <b>If 65” IFP6560 on mobile cart– Staples, \$2,940.83</b></li> <li>• <b>If 65” IFP6550 and wall mount– Digital Synergy, \$1,875.00</b></li> <li>• <b>If 65” IFP6550 on mobile cart– Staples, \$1,984.97</b></li> <li>• <b>Labor for installation for wall or cart options - Digital Synergy, \$165 per screen</b></li> </ul>

Proposed Board Recommendation

I move that the board awards the winning bid for the published RFP and adopt the purchase of MPS Interactive Display for Magnolia Public Schools as set forth above. Should there be a similar need for any other Magnolia Public Schools (MPS), the approved vendor, the need, and the price will be used between the dates March 22<sup>nd</sup>, 2019 – June 30<sup>th</sup>, 2020.

Background

Since the high quality ultra-short throw projectors are almost as expensive as the touchscreen interactive displays, the schools started piloting the ViewSonic devices in 2018. (The actual research we did was back in year 2016 for MSA Santa Ana construction for the Promethean displays, but due to budget constraints later on, we never bought the items for the school even after the board approval – the



approximate cost per device around that time was \$4,500). With touchscreen displays, the teachers can show the videos and lesson contents in high quality. Also, we've seen that in some Magnolia schools, even the whiteboards are not used anymore because the displays answer all the needs for writing on readable surface.

The MPS IT Department originally opened the RFP process for which the due date was February 6th, 2019. But after seeing the discrepancies in received bids and deciding to add the warranty and manufacturer authorization for the reseller, we canceled the original RFP, amended it, and posted as attached. The amended RFP's due date was extended until March 6<sup>th</sup>, 2019. The RFP evaluation committee consisted of MPS IT Director, Mr. Monoshev, MSA-8 IT Manager, Julian Lopez, and MSA-1 IT Manager, Albert Nguyen. The committee evaluated the received bids on March 7<sup>th</sup>, 2019 and met again for confirmation and finalization on March 11<sup>th</sup>, 2019. The team recommends awarding of the bid to Staples and Digital Synergy for the interactive display wall mount, mobile cart options and for the labor for installation.

<b>Factor</b>	<b>Weight</b>
Cost of products and services (required, highest weight)	40%
Functionality/completeness/specifications of proposed solution	30%
Vendor: qualifications, credentials, certifications, experience, references	20%
Contract terms and conditions	10%
<b>Total</b>	<b>100.00%</b>

### Budget Implications

The purchase of MPS Interactive displays is budgeted as follows:

- MSA-8 has budgeted \$22,000 for the need for one time cost for FY 2018-19. (We will request for five displays instead of six as originally planned – the school wanted 65” initially, but after seeing such lower prices, now want to buy 75” instead)
- MSA-1 has a budget of \$220,000 for low voltage. And the \$59,628 amount is covered within this Construction budget line item.

### Attachments:

- Evaluation matrices
- RFP
- Proposals from vendors

Name of Staff Originator: Rasul Monoshev

<b>MPS Interactive Display Bids Evaluation</b>							
<b>IFP7550 75" Viewsonic Screens and mounts</b>							
	<b>California Western Visuals</b>	<b>ELB</b>	<b>STS Education</b>	<b>Digital Synergy</b>	<b>Troxxel</b>	<b>Alpha Solutions</b>	<b>Staples</b>
Price per unit screen	\$2,740.54	\$4,830.00	\$3,099.00	\$2,800.00	\$2,239.00	\$3,100.00	\$2,655.98
Price per the mount	\$140.00	\$0.00	\$599.00	\$0.00	\$118.00	\$430.00	\$160.42
Warranty for 4th and 5th year (extended)	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total price for the screens mounts, and cables(40%)	<b>\$2,881.54</b>	<b>\$4,830.00</b>	<b>\$3,698.00</b>	<b>\$2,800.00</b>	<b>\$2,357.00</b>	<b>\$3,530.00</b>	<b>\$2,816.40</b>
Functionality/specification of items(30%)	IFP7550	PROWISE	iSeries	IFP7550	ProColo752U	IFP7550	IFP7550
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good	Good	Good	Good	Good
<b>Evaluation</b>							
Pricing including tax (Max 40 points)	34	20	27	35	40	26	36
Functionality/specification of items (Max 30 points)	30	15	15	30	10	30	31
Vendor Qualifications (Max 20 points)	20	20	20	20	20	20	20
Terms and Conditions (Max 10 points)	10	10	10	10	10	10	10
	<b>94</b>	<b>65</b>	<b>72</b>	<b>95</b>	<b>80</b>	<b>86</b>	<b>97</b>
The Winning bid is Staples							

<b>MPS Interactive Display Bids Evaluation</b>							
<b>IFP7550 75" Viewsonic Screens and mounts</b>							
	<b>California Western Visuals</b>	<b>ELB</b>	<b>STS Education</b>	<b>Digital Synergy</b>	<b>Troxxel</b>	<b>Allpha Solutions</b>	<b>Staples</b>
Price per unit screen	\$2,740.54	\$7,116.00	\$3,099.00	\$3,150.00	\$2,239.00	\$3,150.00	\$2,655.98
Price per the cart	\$382.00	\$0.00	\$429.00	\$0.00	\$258.00	\$0.00	\$391.08
Warranty for 4th and 5th year (extended)	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total price for the screens mounts, and cables(40%)	<b>\$3,123.54</b>	<b>\$7,116.00</b>	<b>\$3,528.00</b>	<b>\$3,150.00</b>	<b>\$2,497.00</b>	<b>\$3,150.00</b>	<b>\$3,047.06</b>
Functionality/specification of items(30%)	IFP7550	PROWISE	iSeries	IFP7550	ProColo752U	IFP7550	IFP7550
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good	Good	Good	Good	Good
<b>Evaluation</b>							
Pricing including tax (Max 40 points)	35	20	27	25	40	26	36
Functionality/specification of items (Max 30 points)	30	15	15	30	10	30	30
Vendor Qualifications (Max 20 points)	20	20	20	20	20	20	20
Terms and Conditions (Max 10 points)	10	10	10	10	10	10	10
	<b>95</b>	<b>65</b>	<b>72</b>	<b>85</b>	<b>80</b>	<b>86</b>	<b>96</b>
The Winning bid is Staples							

<b>MPS Interactive Display Bids Evaluation</b>			
<b>IFP6560 65" Viewsonic Screens and mounts</b>			
	<b>California Western Visuals</b>	<b>Digital Synergy</b>	<b>Staples</b>
Price per unit screen	\$2,632.22	\$2,720.00	\$2,549.75
Price per the mount	\$410.00	\$400.00	\$160.42
Warranty for 4th and 5th year (extended)	\$1.00	\$0.00	\$0.00
Total price for the screens mounts, and cables(40%)	<b>\$3,043.22</b>	<b>\$3,120.00</b>	<b>\$2,710.17</b>
Functionality/specification of items(30%)	ifp6560 model	ifp6560 model	ifp6560 model
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good
<b>Evaluation</b>			
Pricing including tax (Max 40 points)	35	30	40
Functionality/specification of items (Max 30 points)	30	30	30
Vendor Qualifications (Max 20 points)	20	20	20
Terms and Conditions (Max 10 points)	10	10	10
	<b>95</b>	<b>90</b>	<b>100</b>
The Winning bid is Staples			

<b>MPS Interactive Display Bids Evaluation</b>			
<b>IFP6560 65" Viewsonic Screens and mounts</b>			
	<b>California Western Visuals</b>	<b>Digital Synergy</b>	<b>Staples</b>
Price per unit screen	\$2,632.22	\$2,720.00	\$2,549.75
Price per the cart	\$382.00	\$400.00	\$391.08
Warranty for 4th and 5th year (extended)	\$1.00	\$0.00	\$0.00
Total price for the screens mounts, and cables(40%)	<b>\$3,015.22</b>	<b>\$3,120.00</b>	<b>\$2,940.83</b>
Functionality/specification of items(30%)	IFP6560	IFP6560	IFP6560
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good
<b>Evaluation</b>			
Pricing including tax (Max 40 points)	35	34	40
Functionality/specification of items (Max 30 points)	30	30	30
Vendor Qualifications (Max 20 points)	20	20	20
Terms and Conditions (Max 10 points)	10	10	10
	<b>95</b>	<b>94</b>	<b>100</b>
The Winning bid is Staples			

<b>MPS Interactive Display Bids Evaluation</b>							
<b>IFP6550 65" Viewsonic Screens and mounts</b>							
	<b>California Western Visuals</b>	<b>ELB</b>	<b>STS Education</b>	<b>Digital Synergy</b>	<b>Troxel</b>	<b>Alpha Solutions</b>	<b>Staples</b>
Price per unit screen	\$1,864.16	\$4,160.00	\$2,099.00	\$1,875.00	\$1,725.00	\$2,028.00	\$1,824.55
Price per the mount	\$410.00	\$0.00	\$429.00	\$0.00	\$105.00	\$430.00	\$160.42
Warranty for 4th and 5th year (extended)	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total price for the screens mounts, and cables(40%)	<b>\$2,275.16</b>	<b>\$4,160.00</b>	<b>\$2,528.00</b>	<b>\$1,875.00</b>	<b>\$1,830.00</b>	<b>\$2,458.00</b>	<b>\$1,984.97</b>
Functionality/specification of items(30%)	IFP6550	PROWISE	iSeries	IFP6550	ProColo652U	IFP6550	IFP6550
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good	Good	Good	Good	Good
<b>Evaluation</b>							
Pricing including tax (Max 40 points)	37	40	40	39	40	33	38
Functionality/specification of items (Max 30 points)	30	20	12	30	15	30	30
Vendor Qualifications (Max 20 points)	20	20	20	20	20	20	20
Terms and Conditions (Max 10 points)	10	10	10	10	10	10	10
	<b>97</b>	<b>90</b>	<b>82</b>	<b>99</b>	<b>85</b>	<b>93</b>	<b>98</b>
The Winning bid is Digital Synergy							



<b>MPS Interactive Display Bids Evaluation</b>							
<b>IFP6550 65" Viewsonic Screens and mounts</b>							
	<b>California Western Visuals</b>	<b>ELB</b>	<b>STS Education</b>	<b>Digital Synergy</b>	<b>Troxxel</b>	<b>Allpha Solutions</b>	<b>Staples</b>
Price per unit screen	\$1,864.16	\$6,021.00	\$2,099.00	\$2,189.00	\$1,725.00	\$2,028.00	\$1,824.55
Price per the cart	\$382.00	\$0.00	\$429.00	\$0.00	\$384.00	\$388.00	\$160.42
Warranty for 4th and 5th year (extended)	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total price for the screens mounts, and cables(40%)	<b>\$2,247.16</b>	<b>\$6,021.00</b>	<b>\$2,528.00</b>	<b>\$2,189.00</b>	<b>\$2,109.00</b>	<b>\$2,416.00</b>	<b>\$1,984.97</b>
Functionality/specification of items(30%)	IFP6550	PROWISE	iSeries	IFP6550	ProColo652U	IFP6550	IFP6550
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good	Good	Good	Good	Good
<b>Evaluation</b>							
Pricing including tax (Max 40 points)	36	25	32	30	40	34	38
Functionality/specification of items (Max 30 points)	30	20	20	30	20	30	30
Vendor Qualifications (Max 20 points)	20	20	20	20	20	20	20
Terms and Conditions (Max 10 points)	10	10	10	10	10	10	10
	<b>96</b>	<b>75</b>	<b>82</b>	<b>90</b>	<b>90</b>	<b>94</b>	<b>98</b>
The Winning bid is Staples							





**REQUEST FOR PROPOSALS**

**MAGNOLIA SCIENCE ACADEMY-1 and MAGNOLIA SCIENCE ACADEMY-8  
INTERACTIVE DISPLAY NEED**

**(Due Date – March 6<sup>th</sup>, 2019)**

**with AMENDMENTS on last page and highlighted red in the document**

**PURPOSE**

Magnolia Public Schools (“**MPS**”) is soliciting proposals for interactive displays at its Magnolia Science Academy – 1 (“**MSA-1**”) and Magnolia Science Academy – 8 (“**MSA-8**”) schools. MPS is presently constructing a new classroom building at 18220 Sherman Way for the benefit of MSA-1. The interactive displays will serve as the main audio-visual service in the classroom replacing traditional classroom projectors. The mounting service labor for the system should be also included in the SOW. The submitted bid such include the below options in separate quotes:

Option 1(separate quote): 75” display and wall mount and mounting service labor.

Option 2(separate quote): 75” display and a stand on a wheel.

Option 3(separate quote): 65” display and wall mount and mounting service labor.

Option 2(separate quote): 65” display and a stand on a wheel.

*Should there be a need for any other MPS schools listed below between dates July 1<sup>st</sup>, 2018 – June 30<sup>th</sup>, 2020, the approved vendor, the appliance/service model, and the price will be used for the purchase:*

<b>MPS School</b>	<b>Address</b>
MSA-1	18238 Sherman Way, Reseda, CA 91335
MSA-2	17125 Victory Blvd., Van Nuys, CA 91406
MSA-3	1254 East Helmick Street, Carson, CA 90746



<b>MPS School</b>	<b>Address</b>
MSA-4	11330 West Graham Place, Los Angeles, CA 90064
MSA-5	18230 Kittridge St., Reseda, CA 91335
MSA-6	3754 Dunn Dr., Los Angeles, CA 90034
MSA-7	18355 Roscoe Boulevard, Northridge, CA 91325
MSA-8	6411 Orchard Ave., Bell, CA 90201
MSA-Santa Ana	2840 W. 1st Street, Santa Ana, CA 92703
MSA-San Diego	6525 Estrella Ave., San Diego, CA 92120

### **GENERAL TERMS AND CONDITIONS FOR RFP PROPOSAL GUIDELINES**

1. Each item request and guideline in this RFP must be properly addressed in the proposal.
2. All equipment in the submitted proposal must conform to specifications provided in this RFP.
3. The Vendor must provide terms of warranty on all products.
4. The Vendor shall provide a clear itemized breakdown of equipment and service costs.
5. The Vendor must provide an estimated timeline for product delivery and installation.
6. Proposal must be valid for 60 days.

**All questions regarding this RFP should be addressed in writing to Rasul Monoshev, MPS IT Director, at [rmonoshev@magnoliapublicschools.org](mailto:rmonoshev@magnoliapublicschools.org).**

### **PROPOSAL SUBMISSION**

Proposals are to be submitted for receipt no later than **5:00 PM PST, Wednesday, 03/06/2019** and may be delivered as follows:

**Email to:**



[it@magnoliapublicschools.org](mailto:it@magnoliapublicschools.org), [jblopez@magnoliapublicschools.org](mailto:jblopez@magnoliapublicschools.org),  
[anguyen@magnoliapublicschools.org](mailto:anguyen@magnoliapublicschools.org)

[Subject: MSA-1 & MSA-8 interactive displays 2019]

## **ACCEPTANCE/REJECTION OF PROPOSAL SUBMISSIONS**

MPS reserves the right to accept or reject any and all proposals or any portion of any and all proposals in its discretion. While price is an important consideration, it will not be the sole determining factor in the selection of a Vendor. Payments will not be made nor orders submitted until after the MPS Board of Directors has accepted a proposal and awarded it as the winning proposal submission. A contract will be entered into between MPS and the Vendor after the aforementioned approvals.

## **PAYMENT**

Payment shall be made no later than 60 days after invoice date. The payment will not be issued until after both the Vendor and MPS agree that the project is complete and meets all requirements.

## **RFP Revisions**

MPS reserves the right to modify or issue amendments to this RFP at any time. MPS also reserves the right to cancel or reissue this RFP at any time. Notices will be posted to <http://magnoliapublicschools.org>. It is the sole responsibility of interested vendors to monitor the URL for posting of such information.

## **RFP EVALUATION**

All qualified, responsive proposals will be evaluated using the following factors and weights.



Factor	Weight
Cost of products and services (required, highest weight)	40%
Functionality/completeness/specifications of proposed solution	30%
Vendor qualifications, credentials, certifications, experience, and references	20%
Contract terms and conditions	10%
<b>Total</b>	<b>100.00%</b>

## RFP Evaluation Committee

The RFP Evaluation committee members are as follows:

- Rasul Monoshev, IT Director
- Julian Lopez, MSA-1 IT Manager
- Albert Nguyen, MSA-8 IT Manager

## RFP Evaluation and Award Timeline

03.06.2019: RFP is due at 5pm.

03.07.2019: The RFP Evaluation committee members will meet and evaluate the received bids

03.12.2019: The winning bid recommendation is submitted in documentation

03.21.2019: MPS Board Meeting day – The board might approve/deny/request for more information

## EQUIPMENT & SERVICES SPECIFICATIONS

**Magnolia Science Academy-1 (Please see background section on 1<sup>st</sup> page as we want 4 options on separate quotes for wall mounting option and the stand on the wheels option for mobility - to be able to move the display from one classroom to other)**

**Item 1:**

**Quantity:** 20

**Description: Interactive Display Board:** Viewsonic IFP7550 and IFP6560 or similar options on separate quotes (Description: 20 - 65" on one quote and 20 – 75" quote on separate on a second quote)



**Item 2:**

**Quantity:** 20

**Description:** Diversitrack Hover Mount or similar for Item 1 (NOTE compatible mount is required for 75" display), Interactive Displays and mounting service for those.

**Magnolia Science Academy-8 (Please see background section on 1<sup>st</sup> page as we want 4 options on separate quotes for wall mounting option and the stand on the wheels option for mobility - to be able to move the display from one classroom to other)**

**Item 1:**

**Quantity:** 6

**Description: Interactive Display Board:** Viewsonic IFP7550 and IFP6560 or similar options on separate quotes (Description: 20 - 65" on one quote and 20 – 75" quote on second quote)

**Item 2:**

**Quantity:** 6

**Description:** Diversitrack Hover Mount or similar for Item 1 (NOTE compatible mount is required for 75" display), Interactive Displays and mounting service for those.

**Delivery/Shipping**

**NOTE:** No dock at this location.

**Bill to Address:**

Magnolia Public Schools, Magnolia Public Schools, 250 East First St, STE1500, Los Angeles, CA 90012

**Ship to Address: Magnolia Science Academy-1 and 8 respectively**



## **AMENDMENTS:**

- 1. Please provide with any supporting documentation that the vendor is an authorized dealer for the Viewsonic devices**
- 2. Include the Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE to your quote**
- 3. The Hoverboard mount in original bid only supports 65' screen, please bid with the recommended/appropriate mount models for the 75" screen**
- 4. Please include CA Tax calculation in your bid**
- 5. Please separate the labor in separate quote (it is to help our schools later on if they already have the devices and would like to only get labor for installation)**





## Limited Warranty

### ViewSonic® Limited Warranty

(Current Production Models. U.S.A. and Canada Only)

#### What the warranty covers:

ViewSonic warrants its products to be free from defects in material and workmanship during the warranty period. If a product proves to be defective in material or workmanship during the warranty period, ViewSonic will, at its sole option, repair or replace the product with a similar product. Replacement Product or parts may include remanufactured or refurbished parts or components. The replacement unit will be covered by the balance of the time remaining on the customer's original limited warranty. ViewSonic provides no warranty for any third-party software whether included with the product or installed by the customer, installation of any unauthorized hardware parts or components (e.g. Projector Lamps). (Please refer to: "[What the warranty does not cover](#)" section)

ViewSonic "A" Stock Product is defined as:

- Brand new, never been used products freshly received from factory in original packaging
- Packaging must be unopened (other than any cursory un-boxing/re-boxing for quality assurance inspection)

#### How long the warranty is effective:

1. ViewSonic Monitor carry a three (3) year limited warranty for parts, labor and LCD backlight from the purchase date. In order to receive warranty service, proof of purchase of the ViewSonic product is required. To obtain warranty service, please contact ViewSonic Customer Support.
2. ViewSonic Monitors are warranted with our LCD Pixel Performance Guarantee. Through this limited warranty, you are guaranteed high-quality screen performance with no more than the following improperly operating pixels, depending on the native panel resolutions.
  1. Panels with resolution smaller than 3840x2160: Three (3) improperly operating pixels with no more than two (2) bright or two (2) dark pixels.
  2. Panels with resolution 3840x2160 or higher: Eight (8) improperly operating pixels with no more than five (5) bright or five (5) dark pixels.

3. ViewSonic Projectors (unless otherwise specified) are warranted for three (3) years from the date of first consumer purchase for parts and labor and one (1) year limited lamp warranty. Lamp warranty is subject to terms and conditions, verification and approval. Applies to manufacturer's installed lamp only. All accessory lamps purchased separately are warranted for 90 days.
4. ViewSonic Desktop Virtualization products (unless otherwise specified) are warranted for three (3) year for parts and labor.
5. ViewSonic Large Format Display (LFD) products are warranted for three (3) years from the date of first consumer purchase for parts and labor.\*
6. ViewSonic ViewBoard Interactive Flat Panel display (IFP) products are warranted for three (3) years from the date of first consumer purchase for parts and labor.\*
7. ViewSonic Digital Kiosks and Billboards (ePoster) Products are warranted for one (1) year from the date of first consumer purchase for parts and labor.\*

\*All 42" and larger ViewSonic Display Products will receive onsite services in the U.S. and Canada with the following exceptions:

- If the service location of the defective unit is over 40 miles outside a major metropolitan area. The customer will be responsible to ship/transport the covered Product to the designated repair center;
  - If a defective unit is determined by the ViewSonic Technical Support staff to be a panel defect, or ViewSonic's Technician is unable to resolve the problem on-site, a replacement unit will be dispatched from ViewSonic's warehouse to customer's ship-to location (front door deliveries only). It is customer's responsibility to pack and ship/transport the covered Product to the designated repair center.
8. ViewSonic Media Player products (unless otherwise specified) are warranted for one (1) year for parts and labor.
  9. ViewSonic Slot-In PC products are warranted for one (1) year for parts and labor.
  10. ViewSonic accessory products carry limited warranties. See the product page for additional detail by model.
  11. All brand new ViewSonic products carry a thirty (30) day "Dead on Arrival" ("DOA") warranty policy for the first consumer purchaser. A new replacement unit will be provided if the Product is found to be non-operational within thirty (30) days of purchase and freight shall be covered both ways by ViewSonic.

### **Who the warranty protects:**

This warranty is valid only for the first consumer purchaser.

### **What the warranty does not cover:**

- Any product on which the serial number has been defaced, modified or removed.
- Damage, deterioration or malfunction resulting from:
  - a) Accident, misuse, neglect, fire, water, lightning, or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product.
  - b) Repair or attempted repair by anyone not authorized by ViewSonic.
  - c) Damage to or loss of any programs, data or removable storage media.
  - d) Software or data loss occurring during repair or replacement.
  - e) Any damage of the product due to shipment.
  - f) Removal or installation of the product.

- g) Causes external to the product, such as electric power fluctuations or failure.
  - h) Use of supplies or parts not meeting ViewSonic's specifications.
  - i) Normal wear and tear.
  - j) Failure of owner to perform periodic product maintenance as stated in User Guide, such as cleaning of user-cleanable projector filters.
  - k) Any other cause which does not relate to a product defect.
  - l) Damage caused by static (non-moving) images displayed for lengthy periods of time (also referred to as image burn-in).
  - m) Software - Any third-party software included with the product or installed by the customer.
  - n) Hardware/Accessories/Parts/Components - Installation of any unauthorized hardware, accessories, consumable parts or components (e.g. Projector Lamps).
  - o) Damage to, or abuse of, the coating on the surface of the display through inappropriate cleaning as described in product User Guide.
  - p) The Product sold and labeled as "AS IS\*", "WITH ALL FAULTS" or similar disclaimer, including replacement of missing parts or accessories from those sales, or purchased through an unauthorized online seller.
- Removal, installation, and set-up service charges, including wall-mounting of product.

#### **How to obtain service:**

- **For general service support information, including download drivers, check RMA status, and FAQs, please visit us at <https://www.viewsonic.com/us/customer-service/>**
- **To obtain warranty service please start here: [www.viewsonic.com/csform](http://www.viewsonic.com/csform)**

#### **Limitation of implied warranties:**

TO THE EXTENT ALLOWED BY LOCAL LAW, THIS PRODUCT IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. VIEWSONIC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Exclusion of damages:**

VIEWSONIC'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT.

VIEWSONIC SHALL NOT BE LIABLE FOR:

- 1) DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT,
- 2) DAMAGES BASED UPON INCONVENIENCE, LOST PROFIT, LOST DATA OR DOWNTIME COSTS, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 3) ANY OTHER DAMAGES, WHETHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

4) ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.

**Effect of local law:**

This warranty gives you specific legal rights, and you may also have other rights which vary from locality to locality. Some localities do not allow limitations on implied warranties and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

**Sales outside the U.S.A. and Canada:**

For ViewSonic products sold outside the U.S. and Canada, contact your ViewSonic dealer or your region for more warranty information and service for your country. Look up [our locations](#) here



## Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
20	IFP7550	Viewsonic 75IN VIEWBOARD 4K INTERACTIVE PANEL WITH 20-POINT	EA	\$ 2,655.98	\$ 53,119.60
20	MI-373	Mount-It! Heavy Duty Mantel TV Mount Pull Down Mounting Bracket	EA	\$ 160.42	\$ 3,208.40
1		Wall Mounting Service	EA	\$ 12,444.44	\$ 12,444.44
	IFP-EW-70-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 70"-79" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP7550-A, IFP7550-E1, IFP7550-E2, IFP7550-E3, IFP7560 **Included in the price of the Display.**			
		Sales Tax for Reseda, CA of 9.5%			\$ 6,533.38
				<b>Total*</b>	\$ 76,911.38

\*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

**You can lease this with monthly payments of \$ 2,250.43**

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.

# STAPLES Business Advantage<sup>®</sup>

## Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
6	IFP7550	Viewsonic 75IN VIEWBOARD 4K INTERACTIVE PANEL WITH 20-POINT	EA	\$ 2,655.98	\$ 15,935.88
6	MI-373	Mount-It! Heavy Duty Mantel TV Mount Pull Down Mounting Bracket	EA	\$ 160.42	\$ 962.52
1		Wall Mounting Service	EA	\$ 4,188.89	\$ 4,188.89
	IFP-EW-70-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 70"-79" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP7550-A, IFP7550-E1, IFP7550-E2, IFP7550-E3, IFP7560 **Included in the price of the Display.**			
		Sales Tax for Bell, CA of 9.5%			\$ 2,003.29
				<b>Total*</b>	<b>\$ 24,696.14</b>

\*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

**You can lease this with monthly payments of \$ 722.61**

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence ,and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

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# STAPLES

Business Advantage®

## Staples Tech Proposal

**Proposal for:**

Company: Magnolia Science Academy  
 Contact: Rasul Monoshev  
 Phone: \_\_\_\_\_  
 Email: rmonoshev@magnoliapublicschools.org  
 Valid Date: 3/6/2019  
 Expires: 5/31/2019

**Staples**

Date: 3/5/2019  
 Staples Contact: Jonathan Knight  
 Phone: () -  
 Email: 0  
 Notes: \_\_\_\_\_

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
20	IFP7550	Viewsonic 75IN VIEWBOARD 4K INTERACTIVE PANEL WITH 20-POINT	EA	\$ 2,655.98	\$ 53,119.60
20	VB-STND-001	ViewSonic VB-STND-001 Cart (mount bracket) for interactive flat panel /	EA	\$ 391.08	\$ 7,821.60
1		Cart Mounting Service	EA	\$ 15,000.00	\$ 15,000.00
	IFP-EW-70-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 70"-79" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP7550-A, IFP7550-E1, IFP7550-E2, IFP7550-E3, IFP7560 <b>**Included in the price of the Display.**</b>			
		Sales Tax for Reseda, CA of 9.5%			\$ 7,214.41
				<b>Total*</b>	\$ 84,761.17

\*Tax, eWaste and freight charges are additional where applicable

**Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.**

**You can lease this with monthly payments of \$ 2,480.11**

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.

# STAPLES

Business Advantage®

## Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
6	IFP7550	Viewsonic 75IN VIEWBOARD 4K INTERACTIVE PANEL WITH 20-POINT	EA	\$ 2,655.98	\$ 15,935.88
6	VB-STND-001	ViewSonic VB-STND-001 Cart (mount bracket) for interactive flat panel /	EA	\$ 391.08	\$ 2,346.48
1		Cart Mounting Service	EA	\$ 4,750.00	\$ 4,750.00
	IFP-EW-70-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 70"-79" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP7550-A, IFP7550-E1, IFP7550-E2, IFP7550-E3, IFP7560 **Included in the price of the Display.**			
		Sales Tax for Bell, CA of 9.5%			\$ 2,188.07
				<b>Total*</b>	\$ 26,825.99

\*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

**You can lease this with monthly payments of \$ 784.93**

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

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## Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
20	IFP6560	Viewsonic 65IN VIEWBOARD 4K ULTRA HD IFP WITH INGLASS	EA	\$ 2,549.70	\$ 50,994.00
20	MI-373	Mount-It! Heavy Duty Mantel TV Mount Pull Down Mounting Bracket	EA	\$ 160.42	\$ 3,208.40
1		Wall Mounting Service	EA	\$ 12,444.44	\$ 12,444.44
	IFP-EW-60-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 60"-69" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP6550-A, IFP6550-E1, IFP6550-E2, IFP6550-E3, IFP6560 **Included in the price of the Display.**			
		Sales Tax for Reseda, CA of 9.5%			\$ 6,331.45
<b>Total*</b>					\$ 74,583.85

\*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

**You can lease this with monthly payments of \$ 2,182.32**

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.



## Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
6	IFP6560	Viewsonic 65IN VIEWBOARD 4K ULTRA HD IFP WITH INGLASS	EA	\$ 2,549.70	\$ 15,298.20
6	MI-373	Mount-It! Heavy Duty Mantel TV Mount Pull Down Mounting Bracket	EA	\$ 160.42	\$ 962.52
1		Wall Mounting Service	EA	\$ 4,188.89	\$ 4,188.89
	IFP-EW-60-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 60"-69" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP6550-A, IFP6550-E1, IFP6550-E2, IFP6550-E3, IFP6560 **Included in the price of the Display.**			
		Sales Tax for Bell, CA of 9.5%			\$ 1,942.71
<b>Total*</b>					\$ 23,997.88

\*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

**You can lease this with monthly payments of \$ 702.18**

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.

# STAPLES

Business Advantage®

## Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
20	IFP6560	Viewsonic 65IN VIEWBOARD 4K ULTRA HD IFP WITH INGLASS	EA	\$ 2,549.70	\$ 50,994.00
20	VB-STND-001	ViewSonic VB-STND-001 Cart (mount bracket) for interactive flat panel /	EA	\$ 391.08	\$ 7,821.60
1		Cart Mounting Service	EA	\$ 15,000.00	\$ 15,000.00
	IFP-EW-60-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 60"-69" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP6550-A, IFP6550-E1, IFP6550-E2, IFP6550-E3, IFP6560 **Included in the price of the Display.**			
		Sales Tax for Reseda, CA of 9.5%			\$ 7,012.48
				<b>Total*</b>	\$ 82,433.64

\*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

**You can lease this with monthly payments of \$ 2,412.01**

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.



Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
6	IFP6560	Viewsonic 65IN VIEWBOARD 4K ULTRA HD IFP WITH INGLASS	EA	\$ 2,549.70	\$ 15,298.20
6	VB-STND-001	ViewSonic VB-STND-001 Cart (mount bracket) for interactive flat panel /	EA	\$ 391.08	\$ 2,346.48
1		Cart Mounting Service	EA	\$ 4,750.00	\$ 4,750.00
	IFP-EW-60-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 60"-69" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP6550-A, IFP6550-E1, IFP6550-E2, IFP6550-E3, IFP6560 **Included in the price of the Display.**			
		Sales Tax for Bell, CA of 9.5%			\$ 2,127.49
				<b>Total*</b>	\$ 26,127.73

\*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

**You can lease this with monthly payments of \$ 764.50**

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence ,and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.



## Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
		Per Request- this is the cost of installation separated out by request			
1		Wall Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 738.89	\$ 738.89
1		Cart Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 866.67	\$ 866.67
		Sales Tax for LA County, CA of 9.5%			\$ 152.53
				<b>Total*</b>	\$ 1,758.09

\*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

**You can lease this with monthly payments of \$ 55.10**

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.



## Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
		Per Request- this is the cost of installation separated out by request			
1		Wall Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 738.89	\$ 738.89
1		Cart Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 866.67	\$ 866.67
		Sales Tax for San Diego, CA of 7.75%			\$ 124.43
				<b>Total*</b>	\$ 1,729.99

\*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

**You can lease this with monthly payments of \$ 54.22**

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.



## Limited Warranty

### ViewSonic® Limited Warranty

(Current Production Models. U.S.A. and Canada Only)

#### What the warranty covers:

ViewSonic warrants its products to be free from defects in material and workmanship during the warranty period. If a product proves to be defective in material or workmanship during the warranty period, ViewSonic will, at its sole option, repair or replace the product with a similar product. Replacement Product or parts may include remanufactured or refurbished parts or components. The replacement unit will be covered by the balance of the time remaining on the customer's original limited warranty. ViewSonic provides no warranty for any third-party software whether included with the product or installed by the customer, installation of any unauthorized hardware parts or components (e.g. Projector Lamps). (Please refer to: "[What the warranty does not cover](#)" section)

ViewSonic "A" Stock Product is defined as:

- Brand new, never been used products freshly received from factory in original packaging
- Packaging must be unopened (other than any cursory un-boxing/re-boxing for quality assurance inspection)

#### How long the warranty is effective:

1. ViewSonic Monitor carry a three (3) year limited warranty for parts, labor and LCD backlight from the purchase date. In order to receive warranty service, proof of purchase of the ViewSonic product is required. To obtain warranty service, please contact ViewSonic Customer Support.
2. ViewSonic Monitors are warranted with our LCD Pixel Performance Guarantee. Through this limited warranty, you are guaranteed high-quality screen performance with no more than the following improperly operating pixels, depending on the native panel resolutions.
  1. Panels with resolution smaller than 3840x2160: Three (3) improperly operating pixels with no more than two (2) bright or two (2) dark pixels.
  2. Panels with resolution 3840x2160 or higher: Eight (8) improperly operating pixels with no more than five (5) bright or five (5) dark pixels.

3. ViewSonic Projectors (unless otherwise specified) are warranted for three (3) years from the date of first consumer purchase for parts and labor and one (1) year limited lamp warranty. Lamp warranty is subject to terms and conditions, verification and approval. Applies to manufacturer's installed lamp only. All accessory lamps purchased separately are warranted for 90 days.
4. ViewSonic Desktop Virtualization products (unless otherwise specified) are warranted for three (3) year for parts and labor.
5. ViewSonic Large Format Display (LFD) products are warranted for three (3) years from the date of first consumer purchase for parts and labor.\*
6. ViewSonic ViewBoard Interactive Flat Panel display (IFP) products are warranted for three (3) years from the date of first consumer purchase for parts and labor.\*
7. ViewSonic Digital Kiosks and Billboards (ePoster) Products are warranted for one (1) year from the date of first consumer purchase for parts and labor.\*

\*All 42" and larger ViewSonic Display Products will receive onsite services in the U.S. and Canada with the following exceptions:

- If the service location of the defective unit is over 40 miles outside a major metropolitan area. The customer will be responsible to ship/transport the covered Product to the designated repair center;
  - If a defective unit is determined by the ViewSonic Technical Support staff to be a panel defect, or ViewSonic's Technician is unable to resolve the problem on-site, a replacement unit will be dispatched from ViewSonic's warehouse to customer's ship-to location (front door deliveries only). It is customer's responsibility to pack and ship/transport the covered Product to the designated repair center.
8. ViewSonic Media Player products (unless otherwise specified) are warranted for one (1) year for parts and labor.
  9. ViewSonic Slot-In PC products are warranted for one (1) year for parts and labor.
  10. ViewSonic accessory products carry limited warranties. See the product page for additional detail by model.
  11. All brand new ViewSonic products carry a thirty (30) day "Dead on Arrival" ("DOA") warranty policy for the first consumer purchaser. A new replacement unit will be provided if the Product is found to be non-operational within thirty (30) days of purchase and freight shall be covered both ways by ViewSonic.

### **Who the warranty protects:**

This warranty is valid only for the first consumer purchaser.

### **What the warranty does not cover:**

- Any product on which the serial number has been defaced, modified or removed.
- Damage, deterioration or malfunction resulting from:
  - a) Accident, misuse, neglect, fire, water, lightning, or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product.
  - b) Repair or attempted repair by anyone not authorized by ViewSonic.
  - c) Damage to or loss of any programs, data or removable storage media.
  - d) Software or data loss occurring during repair or replacement.
  - e) Any damage of the product due to shipment.
  - f) Removal or installation of the product.



- g) Causes external to the product, such as electric power fluctuations or failure.
  - h) Use of supplies or parts not meeting ViewSonic's specifications.
  - i) Normal wear and tear.
  - j) Failure of owner to perform periodic product maintenance as stated in User Guide, such as cleaning of user-cleanable projector filters.
  - k) Any other cause which does not relate to a product defect.
  - l) Damage caused by static (non-moving) images displayed for lengthy periods of time (also referred to as image burn-in).
  - m) Software - Any third-party software included with the product or installed by the customer.
  - n) Hardware/Accessories/Parts/Components - Installation of any unauthorized hardware, accessories, consumable parts or components (e.g. Projector Lamps).
  - o) Damage to, or abuse of, the coating on the surface of the display through inappropriate cleaning as described in product User Guide.
  - p) The Product sold and labeled as "AS IS\*", "WITH ALL FAULTS" or similar disclaimer, including replacement of missing parts or accessories from those sales, or purchased through an unauthorized online seller.
- Removal, installation, and set-up service charges, including wall-mounting of product.

#### **How to obtain service:**

- **For general service support information, including download drivers, check RMA status, and FAQs, please visit us at**  
<https://www.viewsonic.com/us/customer-service/>
- **To obtain warranty service please start here:**  
[www.viewsonic.com/csform](http://www.viewsonic.com/csform)

#### **Limitation of implied warranties:**

TO THE EXTENT ALLOWED BY LOCAL LAW, THIS PRODUCT IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. VIEWSONIC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Exclusion of damages:**

VIEWSONIC'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT.

VIEWSONIC SHALL NOT BE LIABLE FOR:

- 1) DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT,
- 2) DAMAGES BASED UPON INCONVENIENCE, LOST PROFIT, LOST DATA OR DOWNTIME COSTS, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 3) ANY OTHER DAMAGES, WHETHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

4) ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.

**Effect of local law:**

This warranty gives you specific legal rights, and you may also have other rights which vary from locality to locality. Some localities do not allow limitations on implied warranties and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

**Sales outside the U.S.A. and Canada:**

For ViewSonic products sold outside the U.S. and Canada, contact your ViewSonic dealer or your region for more warranty information and service for your country. Look up [our locations](#) here



September 6, 2018

Staples Contract & Commercial, LLC ("Staples")  
500 Staples Drive  
Framingham, MA 01702  
Attn: Sean Greenberg  
Email: sean.greenberg@staples.com

**RE: Letter of Authorization**

To Whom It May Concern:

ViewSonic Corporation ("ViewSonic") is a worldwide provider of Visual Display Technology™ products under the brand name of ViewSonic®. ViewSonic does not have a reseller authorization program, as its products are generally available through distribution on the open market to all resellers.

This letter is to certify that Staples is authorized to sell ViewSonic products as a registered member of ViewSonic's Finch Club<sup>SM</sup> Reseller Partner Program. In order to become a member of this program, the reseller must submit documentation demonstrating to ViewSonic's satisfaction that they are licensed to conduct business in a particular state or province. The contract between the parties entitles the reseller access to special programs and benefits offered by ViewSonic, including marketing and technical support and warranty.

ViewSonic's Dun and Bradstreet number is 17-770-7973.

ViewSonic's point of contact for qualifying product(s) submitted for this solicitation is:

ViewSonic Corporation  
10 Pointe Drive  
Brea, CA 92821  
(909) 444-8888

By providing this letter, ViewSonic does not intend to be legally bound by the terms and conditions of any Request for Proposal, Request for Quotation, Contract, or any other legally binding document.

Any questions relating to ViewSonic's products should be directed to Jeff Shapiro at 561-756-5018 or jeff.shapiro@viewsonic.com.

Sincerely,

Sung Yi  
CFO

**ViewSonic Corporation**  
10 Pointe Drive, Brea, CA 92821  
<http://www.viewsonic.com>



# MOUNT-IT!

Premium AV & Office Products

MI-373

## Fireplace TV Mount

ENHANCE YOUR DISPLAY THE DIGITAL WAY



Mount-It! Fireplace TV Mount is specifically designed to be installed over a fireplace mantel. This TV mount solves the typical problem with fireplace TV installations: when mounted over the fireplace, the TV is too high for comfortable viewing. By utilizing a state of the art height adjustment mechanism, our mantel TV mount lowers your TV for viewing and raises it back up when not in use - letting you enjoy both your fireplace and your TV.

- Constructed from solid steel to safely and sturdily hold 154 lbs.
- Gas spring mechanism assists in lifting and lowering the TV.
- Full motion design - tilt, swivel, rotate
- for ultimate viewing experience.



**A BETTER VIEWING EXPERIENCE.** Tilt, swivel or rotate for comfort.

**EASY INSTALLATION.** All hardware included.

**PREMIUM QUALITY.** Built to last.

MI-373

# Fireplace TV Mount

ENHANCE YOUR DISPLAY THE DIGITAL WAY

**MOUNT-IT.COM**

Tel: 858.413.7670 • Fax: 858.762.3757

Email: [sales@mount-it.com](mailto:sales@mount-it.com)



**Cushioned Insulated Handles**  
Protects the handle from fireplace heat and prevents burns



**Counter Weight Tensioner**  
Adjust the **gas spring** arm to your TV's weight for quick and easy height adjustments



## SPECIFICATIONS

### FIREPLACE TV MOUNT

TV size range:	50" – 100"
Rotation:	+/-5°
Tilt:	-3°, +15°
Swivel:	+/-30°
VESA (millimeters):	200x200 – 800x600
Color:	Black
Load Capacity:	154 lbs

- Adjustable tilt and swivel offers maximum viewing flexibility
- Gas spring design for effortless movement
- Easy grip handle makes pull down a snap
- Folding design saves space
- Heavy load capacity
- Heavy-duty steel construction
- All hardware included for easy installation



**VESA Compatible Sizes**  
Fits your VESA Configurations up to 800x600



**MOUNT-IT!**  
Premium AV & Office Products



## Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/6/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
20	IFP6550	Viewsonic 65in VIEWBOARD 4K ULTRA HD IFP FOR 65IN	EA	\$ 1,824.55	\$ 36,491.00
20	MI-373	Mount-It! Heavy Duty Mantel TV Mount Pull Down Mounting Bracket	EA	\$ 160.42	\$ 3,208.40
1		Wall Mounting Service	EA	\$ 12,444.44	\$ 12,444.44
	IFP-EW-60-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 60"-69" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP6550-A, IFP6550-E1, IFP6550-E2, IFP6550-E3, IFP6560 **Included in the price of the Display.**			
Sales Tax for Reseda, CA of 9.5%					\$ 4,953.66
<b>Total*</b>					\$ 58,703.06

\*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

**You can lease this with monthly payments of \$ 1,717.65**

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence ,and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.



## Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
		Per Request- this is the cost of installation separated out by request			
1		Wall Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 738.89	\$ 738.89
1		Cart Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 866.67	\$ 866.67
		Sales Tax for LA County, CA of 9.5%			\$ 152.53
				<b>Total*</b>	\$ 1,758.09

\*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

**You can lease this with monthly payments of \$ 55.10**

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.



## Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
		Per Request- this is the cost of installation separated out by request			
1		Wall Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 738.89	\$ 738.89
1		Cart Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 866.67	\$ 866.67
		Sales Tax for San Diego, CA of 7.75%			\$ 124.43
				<b>Total*</b>	\$ 1,729.99

\*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

**You can lease this with monthly payments of \$ 54.22**

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.



## Agilant Solutions, Inc.

3 Seaview Blvd.  
Port Washington, NY 11050



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### Magnolia Public Schools

#### Date

March 5, 2019

#### Services Performed By:

Agilant Solutions, Inc.  
("Subcontractor")

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This Statement of Work No. 201901-398175 (hereinafter the "SOW") is entered into as of March 5, 2019 ("SOW Effective Date") and is attached to, and made a part of, that certain Request for Proposal Response dated as of March 6, 2019 (the "Agreement") by and between Magnolia Public Schools ("Client") and Staples Contract & Commercial LLC ("Staples"). Subcontractor, as a subcontractor to Staples, will perform the services specified in this SOW in accordance with the terms herein. Staples acknowledges that it shall remain liable for the performance of this SOW by Subcontractor.

The terms of the Agreement are incorporated by reference into this SOW. Any capitalized terms not defined in this SOW shall have the meanings ascribed to them in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of this SOW shall govern and prevail. The exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the exhibit(s) hereto, the terms of the body of this SOW shall prevail.

## Project Description

Staples was asked to submit a Statement of Work to Client for the installation of interactive displays at two (2) of the Client's locations.

Addresses for the locations are as follows:

- MSA (1) - 18220 Sherman Way, Reseda; CA, 91335
- MSA (8) - 6411 Orchard Avenue; Bell, CA 90201

Staples was also asked to submit a Statement of Work to Client for the installation of interactive displays at ten (10) additional sites, to be utilized if the additional sites require any services up to June 30th, 2020.

Address for the locations are as follows:

- MSA (1) - 18238 Sherman Way, Reseda, CA 91335
- MSA (2) - 17125 Victory Blvd., Van Nuys, CA 91406
- MSA (3) - 1254 East Helmick Street, Carson, CA 90746
- MSA (4) - 11330 West Graham Place, Los Angeles, CA 90064
- MSA (5) - 18230 Kittridge St., Reseda, CA 91335
- MSA (6) - 3754 Dunn Dr., Los Angeles, CA 90034
- MSA (7) - 18355 Roscoe Boulevard, Northridge, CA 91325
- MSA (8) - 6411 Orchard Ave., Bell, CA 90201
- MSA () - Santa Ana 2840 W. 1st Street, Santa Ana, CA 92703
- MSA () - San Diego 6525 Estrella Ave., San Diego, CA 92120

Some or all of the Deliverables under this SOW shall be provided by Subcontractor. Any reference to the Subcontractor in this SOW will be provided on behalf of Staples.

## Scope of Work

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Client desires the following scopes at MSA (1):

- **Option 1:** Twenty (20) 75" display and wall mount - mounting service labor.
- **Option 2:** Twenty (20) 75" display and a stand on a wheel.
- **Option 3:** Twenty (20) 65" display and wall mount - mounting service labor.
- **Option 4:** Twenty (20) 65" display and a stand on a wheel.

Project is estimated to take up to ten (10) days if technicians are allowed to work full eight (8) hour days during normal business hours.

Client desires the following scopes at MSA (8):

- **Option 1:** Six (6) 75" display and wall mount - mounting service labor.
- **Option 2:** Six (6) 75" display and a stand on a wheel.
- **Option 3:** Six (6) 65" display and wall mount - mounting service labor.
- **Option 4:** Six (6) 65" display and a stand on a wheel.

Project is estimated to take up to three (3) days if technicians are allowed to work full eight (8) hour days during normal business hours.

Client desires the following scopes at the ten (10) additional sites up to June 30<sup>th</sup>, 2020:

- **Option 1:** One (1) 75" display and wall mount - mounting service labor.
- **Option 2:** One (1) 75" display and a stand on a wheel.
- **Option 3:** One (1) 65" display and wall mount - mounting service labor.
- **Option 4:** One (1) 65" display and a stand on a wheel.

Project is estimated to take up to four (4) hours if technicians are allowed to work full eight (8) hour days during normal business hours.

Part No.	Product Description
IFP7550	Viewsonic 75IN VIEWBOARD 4K INTERACTIVE PANEL WITH 20-POINT
IFP6560	Viewsonic 65IN VIEWBOARD 4K ULTRA HD IFP WITH INGLASS
VB-STND-001	ViewSonic VB-STND-001 Cart (mount bracket) for interactive flat panel / LCD display - for ViewSonic CDE5561, CDE6561; ViewBoard IFP5550, IFP6550,
MI-373	Mount-IT TV Tilt Mount

## Subcontractor Responsibilities

All tasks listed under Scope of Work are Subcontractor responsibilities

## Client Responsibilities

- Provide project specific documentation, guides and configuration information.
- Provide technicians access to all areas required for successful installation/implementation.
  - Delayed access to installation areas may result in additional change ordered cost.
- Provide all hardware/software/materials required to complete the installation:
  - All mounts, screws, bolts and hardware required to fix wall mounts.
  - Low voltage cable, connectors and terminations.
  - Any wall prep needed for heavy screens that requires backing (wood behind mounting wall).
  - Any lift rentals for high ceilings will be Client's responsibility
- Prepare site and onsite contacts for technician arrival and installation accommodations.
- Ensure all hardware is onsite in dedicated install room prior to technician arrival.
- Provide a dedicated site contact for issue resolution and completion sign off.

## Pricing

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### MSA (1):

Service: OPTION 1 & 3	Cost
Wall-mount twenty (20) 65" or 75" interactive displays to drywall	\$12,444.44
Service: OPTION 2 & 4	Cost
Assemble twenty (20) active stands/mobile carts. Mount twenty (20) 65" or 75" interactive displays onto carts	\$15,000.00

Travel for two (2) technicians limited to ten (10) visits each have been included in pricing. If trips exceed 10 visits, Client will be charged \$50.00 per additional visit, per technician.

### MSA (8):

MSA-8 Service: OPTION 1 & 3	Cost
Wall-mount six (6) 65" or 75" interactive displays to drywall	\$4,188.89
MSA-8 Service: OPTION 2 & 4	Cost
Assemble six (6) active stands/mobile carts. Mount six (6) 65" or 75" interactive displays onto carts	\$4,750.00

Travel for two (2) technicians limited to three (3) visits each have been included in pricing. If trips exceed 3 visits, Client will be charged \$50.00 per additional visit, per technician.

### Additional Locations:

MSA-8 Service: OPTION 1 & 3	Cost
Wall-mount one (1) 65" or 75" interactive displays to drywall	\$738.89
MSA-8 Service: OPTION 2 & 4	Cost
Assemble one (1) active stands/mobile carts. Mount one (1) 65" or 75" interactive displays onto carts	\$866.67

**Travel for two (2) technicians limited to one (1) visit each have been included in pricing. If trips exceed 1 visit, Client will be charged \$50.00 per additional visit, per technician.**

Our pricing includes all: limited travel, scheduling, administrative, project management and logistics costs. It is based on the information you provided and is contingent upon following this scope. Any deviation from the equipment list and understood scope of work to complete this scope will result in additional costs.

\*Out of scope hourly rates (starting at \$84.00 per hour per technician) are applied to activity outside the agreed upon SOW and out of the control of the technician and/or service provider. Examples include, but are not limited to, site access delay, equipment not onsite, network connectivity issues or configurations not applied by the installation technician.

Limitation of Liability: In no event shall the liability of Staples arising in connection with or under this SOW (whether under the theories of breach of contract, tort liability, misrepresentation, fraud, warranty, negligence, strict liability or any other theory of law) exceed the purchase price of the services and the SOW.

Limitation of Damages: Client shall in no event be entitled to, and Staples shall not be liable for indirect, special, incidental or consequential damages of any of any nature, including, but not limited to, loss of profit, promotional and/or manufacturing expenses, overhead, injury to reputation and/or loss of customers.

## Assumptions/Exclusions

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- This scope & pricing assumes non-union labor.
- Business hours: Monday through Friday 9:00am to 5:00pm local time.
- After hours rates begin at 5:00pm and end at 8:00am local time.
- Weekends and holidays will increase business hour prices.
- This quote is for labor only and includes no materials outside of industry standard consumables.
- This SOW and quote assumes Client walls are drywall with metal or wood studs. Any structural issues will result in scope and quote change.
- SOW was prepared without surveying the site. No information regarding the school structure (pictures, ceiling heights, wall types) were provided. SOW assumes school is of standard structure.
- Modifications or changes to the equipment list or statement of work may result in additional costs or a change of project price.
- Cancellation of services by the Client within 24 hours of the scheduled service are subject to fee of up to 50% percent of the total project cost.
- Quote is valid for 30 days from the quote date.
- Pricing for the ten (10) additional locations is valid through June 30<sup>th</sup>, 2020

## Project Change Control Procedure

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The following process will be followed if a change to this SOW is required:

- A Project Change Request Email (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Staples or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it or reject it. Subcontractor and Client will mutually agree upon any charges for such proposed change, if any. If the change is authorized, the Client Project Manager will confirm via email, which will constitute approval for the project change charges. Staples will invoice Client for any such charges.

## Acceptance

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Each Deliverable or the completion of each described service covered by this SOW shall be subject to the following Acceptance Procedure:

- This SOW (with any Change Order) shall be the exclusive source of the criteria for whether any Deliverable or Service has been completed.
- Upon presentation of each Deliverable or completion of the Services or a defined phase thereof, Staples shall notify Client in writing. Presentation of a Deliverable constitutes notice of completion of that Deliverable and any Services performed in its creation. Any invoice concerning all or the final installment of any fees for Services in this SOW shall constitute notice of completion of the Services itemized on such invoice.
- Except when a longer review and acceptance period is provided in the Timeline in this SOW, Client shall have five (5) business days to review the completed Deliverable or to evaluate the completed Service. At the end of such period, Client shall either accept or reject the Service or Deliverable. Client shall not unreasonably reject or fail to accept a Deliverable or Service.
- If Client rejects a Deliverable or Service, Client shall provide a written notice specifically detailing each deficiency in the Deliverable or Service to enable correction by Subcontractor. Subcontractor shall have five (5) days to correct and re-deliver any rejected Deliverable or Service. If correction will reasonably require longer than 5 days, Subcontractor, upon notice, shall be entitled to extend this period as may be reasonably necessary so long as corrective work has commenced within the 5-day period. When the Deliverable or Service is re-submitted, this procedure will again apply thereto.
- If Client fails to respond within the permitted time, the Deliverable or Service shall be deemed Accepted.

- Rejection of any Deliverable shall not entitle Client to refund or return of any Fees paid in relation to any previously Accepted Service or Deliverable.
- It is expressly understood by Subcontractor that Client shall not be required to compensate Subcontractor for costs incurred by Subcontractor in correcting deficiencies attributable to Subcontractor's failure to perform the work in accordance with this SOW (with any Change Order).
- Terms and Conditions - [https://www.staples.com/sbd/content/help-center/policies-and-legal.html#10008\\_10](https://www.staples.com/sbd/content/help-center/policies-and-legal.html#10008_10)

**IN WITNESS WHEREOF**, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

MAGNOLIA PUBLIC SCHOOLS

STAPLES CONTRACT & COMMERCIAL LLC

By:

By:

Name:

Name:

Title:

Title:



VIA EMAIL

March 4, 2019

Digital Synergy Consulting, Inc.  
15021 Ventura Blvd #501  
Sherman Oaks, CA 91403  
Attn: Ken Hagopian  
Email: ken@dsc.la

Subject: Letter of Authorization

ViewSonic Corporation ("ViewSonic") is a worldwide provider of Visual Display Technology™ products under the brand name of ViewSonic®. ViewSonic does not have a reseller authorization program, as its products are generally available through distribution on the open market to all resellers.

This letter is to confirm that Digital Synergy Consulting, Inc. ("Reseller") is an authorized ViewSonic reseller under ViewSonic's Finch Club<sup>SM</sup> Reseller Partner Program. In order to become a member of this program, the reseller must submit documentation demonstrating to ViewSonic's satisfaction that they are licensed to conduct business in a particular state or province and maintain good financial and partnership standings. The contract between the parties entitles Reseller access to special programs, pricing and benefits, including marketing, technical and warranty support offered by ViewSonic.

By providing this letter, ViewSonic does not intend to be legally bound by the terms and conditions of any Request for Proposal, Request for Quotation, Contract, or any other legally binding document.

Any questions relating to ViewSonic's products should be directed to your ViewSonic Sales Representative.

Sincerely,

Sung Yi  
CFO

**ViewSonic Corporation**  
Ten Pointe Drive, Brea, CA 92821  
<http://www.viewsonic.com>



# MAGNOLIA PUBLIC SCHOOLS

---

*ATTN:* Rasul Monoshev

MSA 1\_8 Projector Bid

We appreciate the opportunity to bid on your project.

SPIN # 143036385 – Digital Synergy Consulting, Inc.  
FRN # 0024370165  
DIR # 1000012855  
CSLB C10 License # 1011924  
CA Business License Entity #: C2824489  
CA Small Business Certification ID: 1757859  
LA County Small Business Certification #: 1757859  
City of Los Angeles Small Business Certification # SLB – 3155

*Bidding Company:*

Digital Synergy Consulting, Inc.  
15021 Ventura Blvd #501  
Sherman Oaks, CA 91403

*Contact:*

Ken Hagopian  
818.647.9900 x210  
[ken@dsc.la](mailto:ken@dsc.la)



*Capabilities Statement:*

Digital Synergy is an IT consulting company located in Los Angeles, CA. We have implemented a number of high-density multi-building and multi-floor networks for both educational institutions and other enterprises. We have the experience to put in networks that work, and the tools to validate the design. We are HP, Brocade, Cisco, Meraki, Aruba and Ruckus partners.

We have spearheaded 1 to 1 initiatives for schools, and assist them in the design of their networks, wireless infrastructure, servers, and google apps.

We have been providing network services since 2006

*Project Scope and assumptions:*

We have also included some alternative options for the ViewSonic Interactive flat panel displays.

Interactive Displays:

- We have quoted both ViewSonic models as requested by the school
- We have quoted the mounts requested by the school
- We have quoted the ViewSonic trolley cart as well.

\*\* The school has requested part number IFP6560 which is not typical used in EDU. We have quoted it as requested but also quoted the IFP6550 which is generally used in EDU. We can have a call with the ViewSonic engineer for clarification on the differences.

Warranty for 4th and 5th Year INCLUDED.

\*\* We can lease all this equipment as well so payments can be spread out over multiple years.



## Digital Synergy Consulting Inc. Quote



From: Ken Hagopian  
 Digital Synergy Consulting Inc.  
 15021 Ventura Blvd. #501  
 Sherman Oaks, CA 91403

(818) 647-9900  
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev  
 Magnolia Public Schools  
 18238 Sherman Way  
 Reseda, CA 91335  
 United States  
  
 rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 1 Viewsonic IFP6550	\$0.00	\$0.00
20.00	VIEWSONIC : ViewBoard IFP6550-E1 bundle includes the following items: - ViewBoard IFP6550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - WMK-047-2 wall mount IFP6550-E1 VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$1,875.00	\$37,500.00
		<b>Subtotal:</b>	<b>\$37,500.00</b>
		<b>Sales Tax:</b>	<b>\$2,906.25</b>
		<b>Total:</b>	<b>\$40,406.25</b>

Thank you, We appreciate the opportunity to quote your business.  
<http://www.dsc.la>

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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 rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 1 Viewsonic IFP6550 WITH Cart Bundle	\$0.00	\$0.00
20.00	VIEWSONIC : ViewBoard IFP6550-E2 bundle includes the following items: - ViewBoard IFP6550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - VB-STND-001 Mobile trolley cart IFP6550-E2 VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,189.00	\$43,780.00
		<b>Subtotal:</b>	<b>\$43,780.00</b>
		<b>Sales Tax:</b>	<b>\$3,392.95</b>
		<b>Total:</b>	<b>\$47,172.95</b>

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Quantity	Description	Unit Price	Ext. Price
1.00	Note: MSA 1 Viewsonic IFP6560 *** This unit NOT typically used in EDU ***	\$0.00	\$0.00
20.00	VIEWSONIC : 65inch ViewBoard 4K Interactive Flat Panel with InGlass Technology IFP6560. Pricing expires on 6/1/19 *** This unit NOT typically used in EDU *** VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,720.00	\$54,400.00
<b>Subtotal:</b>			<b>\$54,400.00</b>
<b>Sales Tax:</b>			<b>\$4,216.00</b>
<b>Total:</b>			<b>\$58,616.00</b>

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Quantity	Description	Unit Price	Ext. Price
1.00	Note: MSA 1 Viewsonic IFP6560 *** This unit NOT typically used in EDU *** With Cart	\$0.00	\$0.00
20.00	VIEWSONIC : 65inch ViewBoard 4K Interactive Flat Panel with InGlass Technology IFP6560. Pricing expires on 6/1/19 *** This unit NOT typically used in EDU *** VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,720.00	\$54,400.00
20.00	VIEWSONIC : Featuring a convenient storage tray and an included mounting bracket, the VB-STND-001 is a mobile trolley cart ideal for ViewSonic commercial displays, and ViewBoard interactive flat panel displays. VB-STND-001	\$400.00	\$8,000.00
		<b>Subtotal:</b>	<b>\$62,400.00</b>
		<b>Sales Tax:</b>	<b>\$4,836.00</b>
		<b>Total:</b>	<b>\$67,236.00</b>

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 United States  
  
 rmonoshev@magnoliapublicschools.org

Quantity	Description	Unit Price	Ext. Price
1.00	Note: MSA 1 Viewsonic IFP7550	\$0.00	\$0.00
20.00	VIEWSONIC : ViewBoard IFP7550-E1 bundle includes the following items: - ViewBoard IFP7550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - WMK-047-2 wall mount IFP7550-E1 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,800.00	\$56,000.00
		<b>Subtotal:</b>	<b>\$56,000.00</b>
		<b>Sales Tax:</b>	<b>\$4,340.00</b>
		<b>Total:</b>	<b>\$60,340.00</b>

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Quantity	Description	Unit Price	Ext. Price
1.00	Note: MSA 1 Viewsonic IFP7550 Cart Bundle	\$0.00	\$0.00
20.00	VIEWSONIC : ViewBoard IFP7550-E2 bundle includes the following items: - ViewBoard IFP7550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - VB- STND-001 Mobile trolley cart IFP7550-E2 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$3,150.00	\$63,000.00
		<b>Subtotal:</b>	<b>\$63,000.00</b>
		<b>Sales Tax:</b>	<b>\$4,882.50</b>
		<b>Total:</b>	<b>\$67,882.50</b>

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Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 1 Hovertrack	\$0.00	\$0.00
20.00	Track Technology Systems Hovermount Flat Panel Mount, height adjustable up to 125 lbs.	\$400.00	\$8,000.00
1.00	Shipping LTL	\$750.00	\$750.00
		<b>Subtotal:</b>	<b>\$8,750.00</b>
		<b>Sales Tax:</b>	<b>\$620.00</b>
		<b>Total:</b>	<b>\$9,370.00</b>

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Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 1 Installation	\$0.00	\$0.00
20.00	Mounting of equipment	\$165.00	\$3,300.00
		<b>Subtotal:</b>	<b>\$3,300.00</b>
		<b>Sales Tax:</b>	<b>\$0.00</b>
		<b>Total:</b>	<b>\$3,300.00</b>

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Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 8 Viewsonic IFP6550	\$0.00	\$0.00
6.00	VIEWSONIC : ViewBoard IFP6550-E1 bundle includes the following items: - ViewBoard IFP6550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - WMK-047-2 wall mount IFP6550-E1 VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$1,875.00	\$11,250.00
		<b>Subtotal:</b>	<b>\$11,250.00</b>
		<b>Sales Tax:</b>	<b>\$871.88</b>
		<b>Total:</b>	<b>\$12,121.88</b>

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Quantity	Description	Unit Price	Ext. Price
1.00	Note: MSA 8 Viewsonic IFP6550 WITH Cart Bundle	\$0.00	\$0.00
6.00	VIEWSONIC : ViewBoard IFP6550-E2 bundle includes the following items: - ViewBoard IFP6550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - VB-STND-001 Mobile trolley cart IFP6550-E2 VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,189.00	\$13,134.00
		<b>Subtotal:</b>	<b>\$13,134.00</b>
		<b>Sales Tax:</b>	<b>\$1,017.89</b>
		<b>Total:</b>	<b>\$14,151.89</b>

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Quantity	Description	Unit Price	Ext. Price
1.00	Note: MSA 8 Viewsonic IFP6560 *** This unit NOT typically used in EDU ***	\$0.00	\$0.00
6.00	VIEWSONIC : 65inch ViewBoard 4K Interactive Flat Panel with InGlass Technology IFP6560. Pricing expires on 6/1/19 *** This unit NOT typically used in EDU *** VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,720.00	\$16,320.00
		<b>Subtotal:</b>	<b>\$16,320.00</b>
		<b>Sales Tax:</b>	<b>\$1,264.80</b>
		<b>Total:</b>	<b>\$17,584.80</b>

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Quantity	Description	Unit Price	Ext. Price
1.00	Note: MSA 8 Viewsonic IFP6560 *** This unit NOT typically used in EDU *** With Cart	\$0.00	\$0.00
6.00	VIEWSONIC : 65inch ViewBoard 4K Interactive Flat Panel with InGlass Technology IFP6560. Pricing expires on 6/1/19 *** This unit NOT typically used in EDU *** VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,720.00	\$16,320.00
6.00	VIEWSONIC : Featuring a convenient storage tray and an included mounting bracket, the VB-STND-001 is a mobile trolley cart ideal for ViewSonic commercial displays, and ViewBoard interactive flat panel displays. VB-STND-001	\$400.00	\$2,400.00
		<b>Subtotal:</b>	<b>\$18,720.00</b>
		<b>Sales Tax:</b>	<b>\$1,450.80</b>
		<b>Total:</b>	<b>\$20,170.80</b>

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Quantity	Description	Unit Price	Ext. Price
1.00	Note: MSA 8 Viewsonic IFP7550	\$0.00	\$0.00
6.00	VIEWSONIC : ViewBoard IFP7550-E1 bundle includes the following items: - ViewBoard IFP7550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - WMK-047-2 wall mount IFP7550-E1 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,800.00	\$16,800.00
		<b>Subtotal:</b>	<b>\$16,800.00</b>
		<b>Sales Tax:</b>	<b>\$1,302.00</b>
		<b>Total:</b>	<b>\$18,102.00</b>

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Quantity	Description	Unit Price	Ext. Price
1.00	Note: MSA 8 Viewsonic IFP7550 Cart Bundle	\$0.00	\$0.00
6.00	VIEWSONIC : ViewBoard IFP7550-E2 bundle includes the following items: - ViewBoard IFP7550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - VB- STND-001 Mobile trolley cart IFP7550-E2 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$3,150.00	\$18,900.00
		<b>Subtotal:</b>	<b>\$18,900.00</b>
		<b>Sales Tax:</b>	<b>\$1,464.75</b>
		<b>Total:</b>	<b>\$20,364.75</b>

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Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 8 Hovertrack	\$0.00	\$0.00
6.00	Track Technology Systems Hovermount Flat Panel Mount, height adjustable up to 125 lbs.	\$400.00	\$2,400.00
1.00	Shipping LTL	\$750.00	\$750.00
		<b>Subtotal:</b>	<b>\$3,150.00</b>
		<b>Sales Tax:</b>	<b>\$186.00</b>
		<b>Total:</b>	<b>\$3,336.00</b>

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 rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 8 Installation	\$0.00	\$0.00
6.00	Mounting of equipment	\$165.00	\$990.00
		<b>Subtotal:</b>	<b>\$990.00</b>
		<b>Sales Tax:</b>	<b>\$0.00</b>
		<b>Total:</b>	<b>\$990.00</b>

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Date: \_\_\_\_\_

*Similar Project Experience & References:*

1. **La Canada Unified School District** – Wireless network upgrade. Replaced existing and added new access points. Certified existing cabling, installed new cabling. Indoor and outdoor access points. Also performed a heatmap to validate wireless network. District wide project
  - a. Jamie Lee Lewsadder - Director of IT
  - b. (818) 486-8963 - [JLewsadder@lcsud.net](mailto:JLewsadder@lcsud.net)
2. **Campbell Union School District** – Network upgrade - District wide Cat 6 cabling 12 School sites.
  - a. Trevor Walker
  - b. (408) 364-4200 x7161 - [TWalker@campbellusd.org](mailto:TWalker@campbellusd.org)
3. **City of Inglewood** – City Libraries & Park Wi-Fi: Cabling and certification in all city libraries, installation of Ruckus Access points, HP Switches and SonicWALL firewall devices. Heatmaps, and testing of the entire environment. Park wireless installation.
  - a. Chris Eckhard
  - b. (310) 412-5534 - [cleckhard@cityofinglewood.org](mailto:cleckhard@cityofinglewood.org)
4. **Oak Park Unified School District** – District wide replacement of access points with Ruckus equipment. Assistance in configuration. Project duration Compressed time table 2 weeks.
  - a. Enoch Kwok - Director of Technology
  - b. (818) 735-3201 - [ekwok@opusd.org](mailto:ekwok@opusd.org)
5. **Magnolia Science Academy Public Schools** – New school construction. IDF. MDF, cabling, fiber cabling, installed access points, projectors, security cameras, PA system.
  - a. Rasul Monoshev IT Director
  - b. (714) 892-5066 x102 - [rmonoshev@magnoliapublicschools.org](mailto:rmonoshev@magnoliapublicschools.org)
6. **Sherman Indian High School – Bureau of Indian Education** – Campus wide cabling throughout 10 buildings. Network certification, Design and installation of wireless access points throughout the campus, including wireless support for outdoor gather areas. Installation and configuration of HP switches. Wireless heatmap and validation. Project compressed time frame 2 weeks.
  - a. Terry Longenecker IT Coordinator or Lorna Hoffs
  - b. (951) 276-6325 - [Terry.Longenecker@BIE.EDU](mailto:Terry.Longenecker@BIE.EDU) or [Lorna.Hoffs@bie.edu](mailto:Lorna.Hoffs@bie.edu)
7. **Multicultural Learning Center**: Multiple Projects over multiple years – cabling site wide, replacing aging equipment with new HP switches, Ruckus wireless controller, and Ruckus access points. Create VLANS, reconfigure network, implement high density campus wide wireless network, test, validate, and train. New building construction.
  - a. Saira Salazar-Martinez
  - b. (818) 716-5783 ext. 222 - [saira@mlccharter.org](mailto:saira@mlccharter.org)
8. **The Archer School for Girls**: Multiple projects over multiple years – cabling school wide, replace aging Switches with new switches, wireless controller, and Access points. Create VLANS as required, implement high density campus wide wireless network, test, validate, train. Multiple Project starting from 2009
  - a. John Chen - Director of Information Technology
  - b. (310) 873-7068 - [johnchen@archer.org](mailto:johnchen@archer.org)
9. **MEND (Meet each need with Dignity)**: Multiple projects over many years since 2008. Cabling site wide, replace network switches in multiple locations, implement new firewalls in multiple locations, virtualization of servers, implemented new phone system.
  - a. Scott Mikels - Chief Financial Officer
  - b. (818) 686-7353 - [scott@mendpoverty.org](mailto:scott@mendpoverty.org)



Digital Synergy will implement a robust, easy to and secure network system.

We look forward to providing your organization excellent service to aid in the stability and growth of your school.

We appreciate the opportunity to bid on your project.

---

Ken Hagopian  
CEO  
Digital Synergy Consulting, Inc.





# Quote 481

Joe Sweigart

PO Box 53571  
Irvine, CA, 92619  
513.404.9354

[Joseph@calwestvisual.com](mailto:Joseph@calwestvisual.com)

EFFECTIVE FROM: March 6, 2019  
May 5, 2019

**Customer** Rasul Monoshev  
[rMonoshev@magnoliapublicschools.org](mailto:rMonoshev@magnoliapublicschools.org)  
Magnolia Science Academy  
250 E 1st St, Suite 1500  
Los Angeles, CA, 90012  
213-362-9588

CA Small Business Cert# 21611

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
6.00	ifp6550	65" Viewsonic Viewboard	1,864.16	\$ 11,184.96
6.00	Hovermount	Hovermount Flat Panel Mount	410.00	\$ 2,460.00
6.00	Install	Install wall mount and mount display	300.00	\$ 1,800.00
6.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 6.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	1,296.27
			Shipping	200.00
				16,947.23



CAL WEST VISUALS, INC.

## Quote 482

Joe Sweigart

PO Box 53571

Irvine, CA, 92619

513.404.9354

[Joseph@calwestvisual.com](mailto:Joseph@calwestvisual.com)

EFFECTIVE FROM: March 6, 2019

May 5, 2019

**Customer** Rasul Monoshev[rMonoshev@magnoliapublicschools.org](mailto:rMonoshev@magnoliapublicschools.org)

CA Small Business Cert# 21611

Magnolia Science Academy

250 E 1st St, Suite 1500

Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20.00	ifp6550	65" Viewsonic Viewboard	1,864.16	\$ 37,283.20
20.00	Hovermount	Hovermount Flat Panel Mount	410.00	\$ 8,200.00
20.00	Install	Install wall mount and mount display	300.00	\$ 6,000.00
20.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 20.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	4,320.90
			Shipping	550.00
				56,374.10



# Quote 483

Joe Sweigart

PO Box 53571  
Irvine, CA, 92619  
513.404.9354

[Joseph@calwestvisual.com](mailto:Joseph@calwestvisual.com)

EFFECTIVE FROM: March 6, 2019  
May 5, 2019

**Customer** Rasul Monoshev  
[rMonoshev@magnoliapublicschools.org](mailto:rMonoshev@magnoliapublicschools.org)  
Magnolia Science Academy  
250 E 1st St, Suite 1500  
Los Angeles, CA, 90012  
213-362-9588

CA Small Business Cert# 21611

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20.00	ifp6550	65" Viewsonic Viewboard	1,864.16	\$ 37,283.20
20.00	VB-STND-001	Viewsonic Rolling Trolley Cart	382.00	\$ 7,640.00
20.00	Install	Build rolling cart and install display	250.00	\$ 5,000.00
20.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 20.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	4,267.70
			Shipping	-
				54,210.90



# Quote 484

Joe Sweigart

PO Box 53571  
Irvine, CA, 92619  
513.404.9354

[Joseph@calwestvisual.com](mailto:Joseph@calwestvisual.com)

EFFECTIVE FROM: March 6, 2019  
May 5, 2019

**Customer** Rasul Monoshev  
[rMonoshev@magnoliapublicschools.org](mailto:rMonoshev@magnoliapublicschools.org)  
Magnolia Science Academy  
250 E 1st St, Suite 1500  
Los Angeles, CA, 90012  
213-362-9588

CA Small Business Cert# 21611

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
6.00	ifp6550	65" Viewsonic Viewboard	1,864.16	\$ 11,184.96
6.00	VB-STND-001	Viewsonic Rolling Trolley Cart	382.00	\$ 2,292.00
6.00	Install	Build rolling cart and install display	250.00	\$ 1,500.00
6.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 6.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	1,280.31
			Shipping	-
				16,263.27





# Quote 485

Joe Sweigart

PO Box 53571  
Irvine, CA, 92619  
513.404.9354

[Joseph@calwestvisual.com](mailto:Joseph@calwestvisual.com)

EFFECTIVE FROM: March 6, 2019  
May 5, 2019

**Customer** Rasul Monoshev  
[rMonoshev@magnoliapublicschools.org](mailto:rMonoshev@magnoliapublicschools.org)  
Magnolia Science Academy  
250 E 1st St, Suite 1500  
Los Angeles, CA, 90012  
213-362-9588

CA Small Business Cert# 21611

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20.00	ifp7550	75" Viewsonic Viewboard	2,740.54	\$ 54,810.80
20.00	VB-STND-001	Viewsonic Rolling Trolley Cart	382.00	\$ 7,640.00
20.00	Install	Build rolling cart and install display	250.00	\$ 5,000.00
20.00	IFP-EW-70-02	Viewsonic 4/5 year extended warranty	1.00	\$ 20.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	5,932.83
			Shipping	-
				73,403.63



# Quote 486

Joe Sweigart

PO Box 53571

Irvine, CA, 92619

513.404.9354

[Joseph@calwestvisual.com](mailto:Joseph@calwestvisual.com)

EFFECTIVE FROM: March 6, 2019

May 5, 2019

**Customer**

Rasul Monoshev

[rMonoshev@magnoliapublicschools.org](mailto:rMonoshev@magnoliapublicschools.org)

CA Small Business Cert# 21611

Magnolia Science Academy

250 E 1st St, Suite 1500

Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
6.00	ifp7550	75" Viewsonic Viewboard	2,740.54	\$ 16,443.24
6.00	VB-STND-001	Viewsonic Rolling Trolley Cart	382.00	\$ 2,292.00
6.00	Install	Build rolling cart and install display	250.00	\$ 1,500.00
6.00	IFP-EW-70-02	Viewsonic 4/5 year extended warranty	1.00	\$ 6.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	1,779.85
			Shipping	-
				22,021.09



CAL WEST VISUALS, INC.

## Quote 487

Joe Sweigart

PO Box 53571

Irvine, CA, 92619

513.404.9354

[Joseph@calwestvisual.com](mailto:Joseph@calwestvisual.com)

EFFECTIVE FROM: March 6, 2019

May 5, 2019

**Customer** Rasul Monoshev[rMonoshev@magnoliapublicschools.org](mailto:rMonoshev@magnoliapublicschools.org)

CA Small Business Cert# 21611

Magnolia Science Academy

250 E 1st St, Suite 1500

Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
6.00	ifp7550	75" Viewsonic Viewboard	2,740.54	\$ 16,443.24
6.00	DWM60100XX	Tripp Lite Display Wall Mount Swivel/Tilt	140.00	\$ 840.00
6.00	Install	Install wall mount and mount display	300.00	\$ 1,800.00
6.00	IFP-EW-70-02	Viewsonic 4/5 year extended warranty	1.00	\$ 6.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	1,641.91
			Shipping	-
				20,731.15



CAL WEST VISUALS, INC.

## Quote 488

Joe Sweigart

PO Box 53571

Irvine, CA, 92619

513.404.9354

[Joseph@calwestvisual.com](mailto:Joseph@calwestvisual.com)

EFFECTIVE FROM: March 6, 2019

May 5, 2019

**Customer** Rasul Monoshev[rMonoshev@magnoliapublicschools.org](mailto:rMonoshev@magnoliapublicschools.org)

CA Small Business Cert# 21611

Magnolia Science Academy

250 E 1st St, Suite 1500

Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20.00	ifp7550	75" Viewsonic Viewboard	2,740.54	\$ 54,810.80
20.00	DWM60100XX	Tripp Lite Display Wall Mount Swivel/Tilt	140.00	\$ 2,800.00
20.00	Install	Install wall mount and mount display	300.00	\$ 6,000.00
20.00	IFP-EW-70-02	Viewsonic 4/5 year extended warranty	1.00	\$ 20.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	5,473.03
			Shipping	-
				69,103.83



# Quote 542

Joe Sweigart

PO Box 53571  
Irvine, CA, 92619  
513.404.9354

[Joseph@calwestvisual.com](mailto:Joseph@calwestvisual.com)

EFFECTIVE FROM: March 6, 2019  
May 5, 2019

**Customer** Rasul Monoshev  
[rMonoshev@magnoliapublicschools.org](mailto:rMonoshev@magnoliapublicschools.org)  
Magnolia Science Academy  
250 E 1st St, Suite 1500  
Los Angeles, CA, 90012  
213-362-9588

CA Small Business Cert# 21611

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Labor	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Install	Install wall mount and mount display	300.00	\$ 300.00
1.00	Install	Build rolling cart and install display	250.00	\$ 250.00
		*Pricing for MSA Interactive RFP		
			Tax 9.5%	
			Shipping	-
				550.00



# Quote 545

Joe Sweigart

PO Box 53571  
Irvine, CA, 92619  
513.404.9354

[Joseph@calwestvisual.com](mailto:Joseph@calwestvisual.com)

EFFECTIVE FROM: March 6, 2019  
May 5, 2019

**Customer** Rasul Monoshev  
[rMonoshev@magnoliapublicschools.org](mailto:rMonoshev@magnoliapublicschools.org)  
Magnolia Science Academy  
250 E 1st St, Suite 1500  
Los Angeles, CA, 90012  
213-362-9588

CA Small Business Cert# 21611

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
6.00	ifp6560	65" Viewsonic Viewboard inGlass	2,632.22	\$ 15,793.32
6.00	VB-STND-001	Viewsonic Rolling Trolley Cart	382.00	\$ 2,292.00
6.00	Install	Build rolling cart and install display	250.00	\$ 1,500.00
6.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 6.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	1,718.11
			Shipping	-
				21,309.43



# Quote 546

Joe Sweigart

PO Box 53571  
Irvine, CA, 92619  
513.404.9354

[Joseph@calwestvisual.com](mailto:Joseph@calwestvisual.com)

EFFECTIVE FROM: March 6, 2019  
May 5, 2019

**Customer** Rasul Monoshev  
[rMonoshev@magnoliapublicschools.org](mailto:rMonoshev@magnoliapublicschools.org)  
Magnolia Science Academy  
250 E 1st St, Suite 1500  
Los Angeles, CA, 90012  
213-362-9588

CA Small Business Cert# 21611

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20.00	ifp6560	65" Viewsonic Viewboard inGlass	2,632.22	\$ 52,644.40
20.00	VB-STND-001	Viewsonic Rolling Trolley Cart	382.00	\$ 7,640.00
20.00	Install	Build rolling cart and install display	250.00	\$ 5,000.00
20.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 20.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	5,727.02
			Shipping	-
				71,031.42



CAL WEST VISUALS, INC.

## Quote 547

Joe Sweigart

PO Box 53571

Irvine, CA, 92619

513.404.9354

[Joseph@calwestvisual.com](mailto:Joseph@calwestvisual.com)

EFFECTIVE FROM: March 6, 2019

May 5, 2019

**Customer** Rasul Monoshev[rMonoshev@magnoliapublicschools.org](mailto:rMonoshev@magnoliapublicschools.org)

CA Small Business Cert# 21611

Magnolia Science Academy

250 E 1st St, Suite 1500

Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20.00	ifp6560	65" Viewsonic Viewboard inGlass	2,632.22	\$ 52,644.40
20.00	Hovermount	Hovermount Flat Panel Mount	410.00	\$ 8,200.00
20.00	Install	Install wall mount and mount display	300.00	\$ 6,000.00
20.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 20.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	5,780.22
			Shipping	550.00
				73,194.62





CAL WEST VISUALS, INC.

## Quote 548

Joe Sweigart

PO Box 53571

Irvine, CA, 92619

513.404.9354

[Joseph@calwestvisual.com](mailto:Joseph@calwestvisual.com)

EFFECTIVE FROM: March 6, 2019

May 5, 2019

**Customer** Rasul Monoshev[rMonoshev@magnoliapublicschools.org](mailto:rMonoshev@magnoliapublicschools.org)

CA Small Business Cert# 21611

Magnolia Science Academy

250 E 1st St, Suite 1500

Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
6.00	ifp6560	65" Viewsonic Viewboard inGlass	2,632.22	\$ 15,793.32
6.00	Hovermount	Hovermount Flat Panel Mount	410.00	\$ 2,460.00
6.00	Install	Install wall mount and mount display	300.00	\$ 1,800.00
6.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 6.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	1,734.07
			Shipping	200.00
				21,993.39



VIA EMAIL

March 4, 2019

Cal West Visuals, Inc.  
23 Agave  
Lake Forest, CA 92630  
Attn: Joseph Sweigart  
Email: joseph@calwestvisual.com

Subject: Letter of Authorization

ViewSonic Corporation ("ViewSonic") is a worldwide provider of Visual Display Technology™ products under the brand name of ViewSonic®. ViewSonic does not have a reseller authorization program, as its products are generally available through distribution on the open market to all resellers.

This letter is to confirm that Cal West Visuals, Inc. ("Reseller") is an authorized ViewSonic reseller under ViewSonic's Finch Club<sup>SM</sup> Reseller Partner Program. In order to become a member of this program, the reseller must submit documentation demonstrating to ViewSonic's satisfaction that they are licensed to conduct business in a particular state or province and maintain good financial and partnership standings. The contract between the parties entitles Reseller access to special programs, pricing and benefits, including marketing, technical and warranty support offered by ViewSonic.

By providing this letter, ViewSonic does not intend to be legally bound by the terms and conditions of any Request for Proposal, Request for Quotation, Contract, or any other legally binding document.

Any questions relating to ViewSonic's products should be directed to your ViewSonic Sales Representative.

Sincerely,

Sung Yi  
CFO

**ViewSonic Corporation**  
Ten Pointe Drive, Brea, CA 92821  
<http://www.viewsonic.com>



February 25, 2019

Alpha Solutions  
14320 Ventura Blvd., Suite 507  
Sherman Oaks, CA 91423  
Attn: Loren Greenshields  
Email: Loren@alphaav.com

Subject: Letter of Authorization

ViewSonic Corporation ("ViewSonic") is a worldwide provider of Visual Display Technology™ products under the brand name of ViewSonic®. ViewSonic does not have a reseller authorization program, as its products are generally available through distribution on the open market to all resellers.

This letter is to confirm that Alpha Solutions ("Reseller") is an authorized ViewSonic reseller under ViewSonic's Finch Club<sup>SM</sup> Reseller Partner Program. In order to become a member of this program, the reseller must submit documentation demonstrating to ViewSonic's satisfaction that they are licensed to conduct business in a particular state or province and maintain good financial and partnership standings. The contract between the parties entitles Reseller access to special programs, pricing and benefits, including marketing, technical and warranty support offered by ViewSonic.

By providing this letter, ViewSonic does not intend to be legally bound by the terms and conditions of any Request for Proposal, Request for Quotation, Contract, or any other legally binding document.

Any questions relating to ViewSonic's products should be directed to Lacey Patnella at Lacey.Patnella@viewsonic.com.

Sincerely,

Sung Yi  
CFO

**ViewSonic Corporation**  
Ten Pointe Drive, Brea, CA 92821  
<http://www.viewsonic.com>



Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

Magnolia Public Schools  
250 E. 1st Street  
Los Angeles CA 90012

## Quotation # SO833

### 75" and 65" Viewsonic cart Install only

**Quotation Date:**

03/06/2019 23:20:16

**Salesperson:**

Loren Greenshields

**Expiration Date:**

04/05/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
*Install - Assemble and test Mobile trolley cart. Attach 65" or 75" ViewSonic to mount and adjust. Test and calibrate. (Two techs required due to size and weight) Alpha Solutions is C7 licensed and only uses our in house certified installers. COI by request.	1.000	200.00		\$ 200.00
<b>Subtotal</b>				\$ 200.00
<b>Total</b>				\$ 200.00



Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To Order:

For existing customers, please submit a copy of the approved quotation along with a PO and/or deposit/payment (check or credit card authorization), in accordance with your pre-set credit terms, to SALES@alphaav.com . For new customers, please contact your Sales Representative to discuss payment options, or to setup credit terms.

Return Policy:

Product must be returned within 30 days of invoice date and be in new factory fresh condition along with original packaging. Restocking fees and freight charges will apply. These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Additional Terms and Conditions:

By accepting this quote, you agree to the Terms and Conditions below. Past due invoices are subject to a 1.5% monthly interest charge.

TERMS AND CONDITIONS FOR SALE OF GOODS:

1. Quote. These terms and conditions are deemed incorporated into the attached quote for goods and/or services ("Quote"). This Quote will remain open for thirty (30) days. Upon buyer's acceptance of the Quote, whether verbally or in writing, buyer will become bound to the Quote and the terms and conditions set forth herein. In the event that buyer submits a purchase order with additional terms and conditions, then buyer's additional terms and conditions shall not become part of the agreement between the parties unless Alpha Solutions Inc. ("Seller") acknowledges receipt of such in writing and the parties each sign an amendment to this agreement.
2. Goods. Seller agrees to sell and buyer agrees to buy the goods described in the Quote or which comply with buyer's written specifications ("Goods").
3. Payment. Buyer will promptly pay all sums upon tender of delivery, but in no event later than thirty (30) days after the invoice date. All late payments shall incur a service charge in the amount of one and a half percent (1.5%) per month and a late fee equivalent to one and a half percent (1.5%) of the total amount invoiced. Any deviation from quoted specifications requested by buyer will require management approval which will be provided in writing upon approval.
4. Shipping. Goods are sold F.O.B. destination, title and risk remain with Seller until goods are delivered to the location specified in the contract.
5. Taxes. Prices are subject to all federal, state and local excise, sales, use and similar taxes, if any.
6. Delivery. The delivery of Goods will be made, in single or multiple lots, as specified herein and will be made on or before the date specified herein, or within a reasonable time thereafter. The delivery schedule hereof shall be considered extended by a period of time equal to the time lost because of any delay, which is due to causes beyond Seller's reasonable control. All installments will be separately invoiced and paid as billed without regard to future deliveries. Failure to pay for any installment when due shall excuse Seller from making further deliveries. Delay in delivery of any installment shall not relieve buyer of its obligation to accept remaining installments. All claims for delay shall be deemed waived, unless presented to Seller in writing within ten (10) days after delivery of each shipment. The Goods shall be delivered to the place identified in the Quote.



Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

7. Shipment Under Reservation. Seller will maintain title and the right of possession in the Goods sold until payment thereof is made by buyer.
8. Packaging. Seller/Manufacturer will determine the type of container and arrange for suitable packaging for domestic transport and delivery of the Goods, and charges related thereto are included in the price for the Goods set forth herein and will be paid by Seller.
9. Warranty. Standard manufacturer warranties apply on all applicable products. For a period of ninety (90) days after delivery, the services will be free from defects in material and workmanship under normal use as intended. Seller's sole liability under the foregoing warranty, at Seller's sole election, is limited to replacement of Goods, repair of defects, or refund of the purchase price. Service and maintenance agreements can be included as an additional contract to any quote, but must be done in writing.
10. DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED REGARDING THE GOODS. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO THE PARTIES, BUYER AGREES TO LIMIT SELLER'S TOTAL LIABILITY TO BUYER AND ANY OTHER THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, JUDGMENTS, OR OBLIGATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' AND EXPERTS' FEES AND COSTS, FROM ANY CAUSE OR CAUSES, SUCH THAT SELLER'S TOTAL LIABILITY TO THOSE NAMED ABOVE SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO SELLER UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ALLEGATIONS OR PROOF OF NEGLIGENCE, INDEMNITY, BREACH OF CONTRACT, STRICT LIABILITY, OR WARRANTY OR ANY OTHER CONTRACT OR TORT CLAIM PLEAD. SELLER SHALL NOT BE LIABLE, AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS, FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, ECONOMIC LOSS DAMAGES, and PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME, LOST SAVINGS, COST OF PROCESSING, INJURY TO GOODWILL, REPRODUCTION COSTS, ETC) RELATING IN ANYWAY TO THIS AGREEMENT.
12. Risk of Loss. The risk of loss of the Goods shall pass to buyer as soon as the Goods are tendered to buyer. In the event the Goods are destroyed or damaged, in whole or in part, prior to the time the risk of loss passes to buyer, this agreement shall be voided and buyer excused from all obligations hereunder. If the loss is partial, buyer shall have the right to accept that portion of the Goods which conform to the agreement.
13. Rejected Goods. In the event buyer rejects any shipment of the Goods, and elects to accept only a part thereof, it is agreed that the portion of Goods rejected shall be returned to Seller within thirty (30) days of the invoice date and shall be at the expense and risk of buyer. Seller shall have the right in its discretion either to replace the rejected Goods or to refund the purchase price applicable thereto. All returns shall be subject to a re-stocking fee of twenty five percent (25%) of the purchased price of the products being returned and freight charges will apply.
14. Termination. Seller may, in its sole discretion, terminate this agreement and/or refuse to make any further deliveries, if buyer (i) fails to comply with any of these terms and conditions, (ii) becomes insolvent, (iii) violates any law, regulation or ordinance which may govern the sale, handling or disposition of any of the Custom Goods, (iv) makes any assignment for the benefit of creditors, or (v) is adjudged bankrupt.
15. Buyer's Remedies. In the event of a breach of this agreement by Seller, buyer's right to damages shall be limited to the difference between the contract and the market price of the Goods, and buyer shall not have the right to "cover" and fix damages by contracting for substitute Goods.
16. Assignment. Neither party may assign this agreement without the prior written consent of the other party.



**Alpha Solutions, Inc.**

Tel: 949-415-2000

info@alphaav.com

<http://www.alphaav.com>

17. Force Majeure. Seller shall not be responsible for delays in delivery or any failure to deliver due to causes beyond Seller's reasonable control including, but not limited to, acts of God, war, mobilization, civil commissions, riots, embargoes, domestic or foreign governmental regulations or orders, fires, floods, strikes, lockouts and other labor difficulties, or shortages of or inability to obtain shipping space or transportation.

18. Choice of Law; Venue. This agreement and all of the rights and obligations of the parties hereto, are governed by the laws of the State of California. The parties agree that any and all lawsuits shall be filed in the County of Los Angeles. All disputes shall be submitted to non binding mediation prior to the filing of any lawsuit.

19. Authority. Buyer represents and warrants that (i) it has the full right, power, and authority to enter into this agreement and perform all of the obligations herein, and (ii) the person signing on behalf of buyer has the complete power and authority to bind the buyer to this agreement.

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Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

Magnolia Public Schools  
250 E. 1st Street  
Los Angeles CA 90012

## Quotation # SO832

### 75" and 65" Viewsonic Install only

**Quotation Date:**

03/06/2019 23:01:01

**Salesperson:**

Loren Greenshields

**Expiration Date:**

04/05/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
*Install - Install WMK-047-2 on flat drywall, must have two(2) wood/metal studs available at 16" on center. Attach 75" or 65" ViewSonic to mount and adjust. Test and calibrate. (Two techs required due to size and weight) Alpha Solutions is C7 licensed and only uses our in house certified installers. COI by request.	1.000	225.00		\$ 225.00
<b>Subtotal</b>				\$ 225.00
<b>Total</b>				\$ 225.00





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The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To Order:

For existing customers, please submit a copy of the approved quotation along with a PO and/or deposit/payment (check or credit card authorization), in accordance with your pre-set credit terms, to SALES@alphaav.com . For new customers, please contact your Sales Representative to discuss payment options, or to setup credit terms.

Return Policy:

Product must be returned within 30 days of invoice date and be in new factory fresh condition along with original packaging. Restocking fees and freight charges will apply. These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Additional Terms and Conditions:

By accepting this quote, you agree to the Terms and Conditions below. Past due invoices are subject to a 1.5% monthly interest charge.

TERMS AND CONDITIONS FOR SALE OF GOODS:

1. Quote. These terms and conditions are deemed incorporated into the attached quote for goods and/or services ("Quote"). This Quote will remain open for thirty (30) days. Upon buyer's acceptance of the Quote, whether verbally or in writing, buyer will become bound to the Quote and the terms and conditions set forth herein. In the event that buyer submits a purchase order with additional terms and conditions, then buyer's additional terms and conditions shall not become part of the agreement between the parties unless Alpha Solutions Inc. ("Seller") acknowledges receipt of such in writing and the parties each sign an amendment to this agreement.
2. Goods. Seller agrees to sell and buyer agrees to buy the goods described in the Quote or which comply with buyer's written specifications ("Goods").
3. Payment. Buyer will promptly pay all sums upon tender of delivery, but in no event later than thirty (30) days after the invoice date. All late payments shall incur a service charge in the amount of one and a half percent (1.5%) per month and a late fee equivalent to one and a half percent (1.5%) of the total amount invoiced. Any deviation from quoted specifications requested by buyer will require management approval which will be provided in writing upon approval.
4. Shipping. Goods are sold F.O.B. destination, title and risk remain with Seller until goods are delivered to the location specified in the contract.
5. Taxes. Prices are subject to all federal, state and local excise, sales, use and similar taxes, if any.
6. Delivery. The delivery of Goods will be made, in single or multiple lots, as specified herein and will be made on or before the date specified herein, or within a reasonable time thereafter. The delivery schedule hereof shall be considered extended by a period of time equal to the time lost because of any delay, which is due to causes beyond Seller's reasonable control. All installments will be separately invoiced and paid as billed without regard to future deliveries. Failure to pay for any installment when due shall excuse Seller from making further deliveries. Delay in delivery of any installment shall not relieve buyer of its obligation to accept remaining installments. All claims for delay shall be deemed waived, unless presented to Seller in writing within ten (10) days after delivery of each shipment. The Goods shall be delivered to the place identified in the Quote.



7. Shipment Under Reservation. Seller will maintain title and the right of possession in the Goods sold until payment thereof is made by buyer.

8. Packaging. Seller/Manufacturer will determine the type of container and arrange for suitable packaging for domestic transport and delivery of the Goods, and charges related thereto are included in the price for the Goods set forth herein and will be paid by Seller.

9. Warranty. Standard manufacturer warranties apply on all applicable products. For a period of ninety (90) days after delivery, the services will be free from defects in material and workmanship under normal use as intended. Seller's sole liability under the foregoing warranty, at Seller's sole election, is limited to replacement of Goods, repair of defects, or refund of the purchase price. Service and maintenance agreements can be included as an additional contract to any quote, but must be done in writing.

10. DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED REGARDING THE GOODS. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO THE PARTIES, BUYER AGREES TO LIMIT SELLER'S TOTAL LIABILITY TO BUYER AND ANY OTHER THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, JUDGMENTS, OR OBLIGATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' AND EXPERTS' FEES AND COSTS, FROM ANY CAUSE OR CAUSES, SUCH THAT SELLER'S TOTAL LIABILITY TO THOSE NAMED ABOVE SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO SELLER UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ALLEGATIONS OR PROOF OF NEGLIGENCE, INDEMNITY, BREACH OF CONTRACT, STRICT LIABILITY, OR WARRANTY OR ANY OTHER CONTRACT OR TORT CLAIM PLEAD. SELLER SHALL NOT BE LIABLE, AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS, FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, ECONOMIC LOSS DAMAGES, and PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME, LOST SAVINGS, COST OF PROCESSING, INJURY TO GOODWILL, REPRODUCTION COSTS, ETC) RELATING IN ANYWAY TO THIS AGREEMENT.

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14. Termination. Seller may, in its sole discretion, terminate this agreement and/or refuse to make any further deliveries, if buyer (i) fails to comply with any of these terms and conditions, (ii) becomes insolvent, (iii) violates any law, regulation or ordinance which may govern the sale, handling or disposition of any of the Custom Goods, (iv) makes any assignment for the benefit of creditors, or (v) is adjudged bankrupt.

15. Buyer's Remedies. In the event of a breach of this agreement by Seller, buyer's right to damages shall be limited to the difference between the contract and the market price of the Goods, and buyer shall not have the right to "cover" and fix damages by contracting for substitute Goods.

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Magnolia Public Schools

250 E. 1st Street

Los Angeles CA 90012

## Quotation # SO758

### MSA1 65" Viewsonic with Hovermount

**Quotation Date:**

02/06/2019 01:57:50

**Salesperson:**

Loren Greenshields

**Expiration Date:**

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP6550] ViewSonic 65" ViewBoard Viewsonic 65" Viewboard	20.000	2,028.00	Sales Tax	\$ 40,560.00
[IFP-EW-65-02] IFP-EW-65-02 VIEWSONIC : 65- 75 inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	20.000	0.00	Sales Tax	\$ 0.00
[Hovermount] Hovermount Flat Panel Mount, height adjustable up to 125lbs	20.000	430.00		\$ 8,600.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	20.000	0.00	Sales Tax	\$ 0.00
ViewSonic training - 1 hour INCLUDED	1.000	0.00	Sales Tax	\$ 0.00
Shipping - Free shipping for ViewSonic	1.000	0.00	Sales Tax	\$ 0.00
<b>Subtotal</b>				\$ 49,160.00
<b>Taxes</b>				\$ 3,853.20
<b>Total</b>				\$ 53,013.20

14320 Ventura Boulevard, #507  
Sherman Oaks CA 91423

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Magnolia Public Schools  
 250 E. 1st Street  
 Los Angeles CA 90012

## Quotation # SO760

### MAS1 65" Viewsonic with rolling cart

**Quotation Date:**

02/06/2019 02:03:38

**Salesperson:**

Loren Greenshields

**Expiration Date:**

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP6550] ViewSonic 65" ViewBoard Viewsonic 65" Viewboard	20.000	2,028.00	Sales Tax	\$ 40,560.00
[IFP-EW-65-02] IFP-EW-65-02 VIEWSONIC : 65- 70inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	20.000	0.00	Sales Tax	\$ 0.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	20.000	0.00	Sales Tax	\$ 0.00
[VB-STND-001 ] VB-STND-001 Mobile Trolley Cart, ADA compliant for ViewBoard interactive flat panel displays.	20.000	388.00	Sales Tax	\$ 7,760.00
MAGNOLIA PUBLIC SCHOOLS ONLY				
ViewSonic training - 1 hour INCLUDED	1.000	0.00	Sales Tax	\$ 0.00
Shipping - Free shipping for all ViewSonic products	1.000	0.00	Sales Tax	\$ 0.00
<b>Subtotal</b>				\$ 48,320.00
Taxes on \$ 48,320.00				\$ 4,590.40

14320 Ventura Boulevard, #507  
 Sherman Oaks CA 91423

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**Alpha Solutions, Inc.**

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**Total**

**\$ 52,910.40**

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The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Magnolia Public Schools

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Los Angeles CA 90012

## Quotation # SO755

### MSA 1 75" Viewsonic with Hovermount

**Quotation Date:**

02/06/2019 00:37:38

**Salesperson:**

Loren Greenshields

**Expiration Date:**

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP7550] ViewSonic 75" ViewBoard VIEWBOARD 75IN TCH LED LCD DISP 4K HDMI	20.000	3,100.00		\$ 62,000.00
[IFP-EW-70-02] IFP-EW-70-02 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	20.000	0.00		\$ 0.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	20.000	0.00		\$ 0.00
[Hovermount] Hovermount Flat Panel Mount, height adjustable up to 125lbs	20.000	430.00		\$ 8,600.00
NOTE: ViewSonic 75" is 128.97lbs - Manufacturer states this is within acceptable range up to +10lbs				
*Install - Install Hovermount on flat drywall, must have two(2) wood/metal studs available at 16" on center. Attach 75" ViewSonic to mount and adjust. Test and calibrate. (Two techs required due to size and weight) Alpha Solutions is C7 licensed and only uses our in house certified installers. COI by request.	20.000	225.00		\$ 4,500.00
ViewSonic training - 1 hour INCLUDED	1.000	0.00		\$ 0.00
Shipping - Free shipping for ViewSonic - Mount only shipping	1.000	550.00		\$ 550.00

14320 Ventura Boulevard, #507  
Sherman Oaks CA 91423PROVIDING SOLUTIONS FOR  
THE WAY YOU WORK.

1



**Alpha Solutions, Inc.**

Tel: 949-415-2000

info@alphaav.com

<http://www.alphaav.com>

**Subtotal** \$ 75,650.00

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**Total** \$ 75,650.00

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info@alphaav.com

http://www.alphaav.com

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**To Order:**

For existing customers, please submit a copy of the approved quotation along with a PO and/or deposit/payment (check or credit card authorization), in accordance with your pre-set credit terms, to SALES@alphaav.com . For new customers, please contact your Sales Representative to discuss payment options, or to setup credit terms.

**Return Policy:**

Product must be returned within 30 days of invoice date and be in new factory fresh condition along with original packaging. Restocking fees and freight charges will apply. These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

**Additional Terms and Conditions:**

By accepting this quote, you agree to the Terms and Conditions below. Past due invoices are subject to a 1.5% monthly interest charge.

**TERMS AND CONDITIONS FOR SALE OF GOODS:**

1. Quote. These terms and conditions are deemed incorporated into the attached quote for goods and/or services ("Quote"). This Quote will remain open for thirty (30) days. Upon buyer's acceptance of the Quote, whether verbally or in writing, buyer will become bound to the Quote and the terms and conditions set forth herein. In the event that buyer submits a purchase order with additional terms and conditions, then buyer's additional terms and conditions shall not become part of the agreement between the parties unless Alpha Solutions Inc. ("Seller") acknowledges receipt of such in writing and the parties each sign an amendment to this agreement.
2. Goods. Seller agrees to sell and buyer agrees to buy the goods described in the Quote or which comply with buyer's written specifications ("Goods").
3. Payment. Buyer will promptly pay all sums upon tender of delivery, but in no event later than thirty (30) days after the invoice date. All late payments shall incur a service charge in the amount of one and a half percent (1.5%) per month and a late fee equivalent to one and a half percent (1.5%) of the total amount invoiced. Any deviation from quoted specifications requested by buyer will require management approval which will be provided in writing upon approval.
4. Shipping. Goods are sold F.O.B. destination, title and risk remain with Seller until goods are delivered to the location specified in the contract.
5. Taxes. Prices are subject to all federal, state and local excise, sales, use and similar taxes, if any.
6. Delivery. The delivery of Goods will be made, in single or multiple lots, as specified herein and will be made on or before the date specified herein, or within a reasonable time thereafter. The delivery schedule hereof shall be considered extended by a period of time equal to the time lost because of any delay, which is due to causes beyond Seller's reasonable control. All installments will be separately invoiced and paid as billed without regard to future deliveries. Failure to pay for any installment when due shall excuse Seller from making further deliveries. Delay in delivery of any installment shall not relieve buyer of its obligation to accept remaining installments. All claims for delay shall be deemed waived, unless presented to Seller in writing within ten (10) days after delivery of each shipment. The Goods shall be delivered to the place identified in the Quote.





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7. Shipment Under Reservation. Seller will maintain title and the right of possession in the Goods sold until payment thereof is made by buyer.

8. Packaging. Seller/Manufacturer will determine the type of container and arrange for suitable packaging for domestic transport and delivery of the Goods, and charges related thereto are included in the price for the Goods set forth herein and will be paid by Seller.

9. Warranty. Standard manufacturer warranties apply on all applicable products. For a period of ninety (90) days after delivery, the services will be free from defects in material and workmanship under normal use as intended. Seller's sole liability under the foregoing warranty, at Seller's sole election, is limited to replacement of Goods, repair of defects, or refund of the purchase price. Service and maintenance agreements can be included as an additional contract to any quote, but must be done in writing.

10. DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED REGARDING THE GOODS. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO THE PARTIES, BUYER AGREES TO LIMIT SELLER'S TOTAL LIABILITY TO BUYER AND ANY OTHER THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, JUDGMENTS, OR OBLIGATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' AND EXPERTS' FEES AND COSTS, FROM ANY CAUSE OR CAUSES, SUCH THAT SELLER'S TOTAL LIABILITY TO THOSE NAMED ABOVE SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO SELLER UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ALLEGATIONS OR PROOF OF NEGLIGENCE, INDEMNITY, BREACH OF CONTRACT, STRICT LIABILITY, OR WARRANTY OR ANY OTHER CONTRACT OR TORT CLAIM PLEAD. SELLER SHALL NOT BE LIABLE, AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS, FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, ECONOMIC LOSS DAMAGES, and PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME, LOST SAVINGS, COST OF PROCESSING, INJURY TO GOODWILL, REPRODUCTION COSTS, ETC) RELATING IN ANYWAY TO THIS AGREEMENT.

12. Risk of Loss. The risk of loss of the Goods shall pass to buyer as soon as the Goods are tendered to buyer. In the event the Goods are destroyed or damaged, in whole or in part, prior to the time the risk of loss passes to buyer, this agreement shall be voided and buyer excused from all obligations hereunder. If the loss is partial, buyer shall have the right to accept that portion of the Goods which conform to the agreement.

13. Rejected Goods. In the event buyer rejects any shipment of the Goods, and elects to accept only a part thereof, it is agreed that the portion of Goods rejected shall be returned to Seller within thirty (30) days of the invoice date and shall be at the expense and risk of buyer. Seller shall have the right in its discretion either to replace the rejected Goods or to refund the purchase price applicable thereto. All returns shall be subject to a re-stocking fee of twenty five percent (25%) of the purchased price of the products being returned and freight charges will apply.

14. Termination. Seller may, in its sole discretion, terminate this agreement and/or refuse to make any further deliveries, if buyer (i) fails to comply with any of these terms and conditions, (ii) becomes insolvent, (iii) violates any law, regulation or ordinance which may govern the sale, handling or disposition of any of the Custom Goods, (iv) makes any assignment for the benefit of creditors, or (v) is adjudged bankrupt.

15. Buyer's Remedies. In the event of a breach of this agreement by Seller, buyer's right to damages shall be limited to the difference between the contract and the market price of the Goods, and buyer shall not have the right to "cover" and fix damages by contracting for substitute Goods.

16. Assignment. Neither party may assign this agreement without the prior written consent of the other party.



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17. Force Majeure. Seller shall not be responsible for delays in delivery or any failure to deliver due to causes beyond Seller's reasonable control including, but not limited to, acts of God, war, mobilization, civil commissions, riots, embargoes, domestic or foreign governmental regulations or orders, fires, floods, strikes, lockouts and other labor difficulties, or shortages of or inability to obtain shipping space or transportation.

18. Choice of Law; Venue. This agreement and all of the rights and obligations of the parties hereto, are governed by the laws of the State of California. The parties agree that any and all lawsuits shall be filed in the County of Los Angeles. All disputes shall be submitted to non binding mediation prior to the filing of any lawsuit.

19. Authority. Buyer represents and warrants that (i) it has the full right, power, and authority to enter into this agreement and perform all of the obligations herein, and (ii) the person signing on behalf of buyer has the complete power and authority to bind the buyer to this agreement.

20. Entire Agreement. Once accepted, these terms and conditions, along with the Quote, constitute the entire agreement between buyer and Seller with respect to the Goods and may not be modified except by a writing signed by both parties.



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Magnolia Public Schools

250 E. 1st Street

Los Angeles CA 90012

## Quotation # SO757

### MSA1 75" Viewsonic with rolling cart

**Quotation Date:**

02/06/2019 01:42:47

**Salesperson:**

Loren Greenshields

**Expiration Date:**

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP7550] ViewSonic 75" ViewBoard VIEWBOARD 75IN TCH LED LCD DISP 4K HDMI	20.000	3,100.00	Sales Tax	\$ 62,000.00
[IFP-EW-70-02] IFP-EW-70-02 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	20.000	0.00	Sales Tax	\$ 0.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	20.000	0.00	Sales Tax	\$ 0.00
[VB-STND-001 ] VB-STND-001 Mobile Trolley Cart, ADA compliant for ViewBoard interactive flat panel displays.	20.000	388.00	Sales Tax	\$ 7,760.00
MAGNOLIA PUBLIC SCHOOLS ONLY				
ViewSonic training - 1 hour INCLUDED	1.000	0.00	Sales Tax	\$ 0.00
Shipping - Free shipping for all ViewSonic products	1.000	0.00	Sales Tax	\$ 0.00
<b>Subtotal</b>				\$ 69,760.00
Taxes on \$ 69,760.00				\$ 6,627.20

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**Total**

**\$ 76,387.20**

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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18. Choice of Law; Venue. This agreement and all of the rights and obligations of the parties hereto, are governed by the laws of the State of California. The parties agree that any and all lawsuits shall be filed in the County of Los Angeles. All disputes shall be submitted to non binding mediation prior to the filing of any lawsuit.

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Magnolia Public Schools

250 E. 1st Street

Los Angeles CA 90012

## Quotation # SO766

### MSA8 65" Viewsonic with Hovermount

**Quotation Date:**

02/06/2019 19:55:46

**Salesperson:**

Loren Greenshields

**Expiration Date:**

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP6550] ViewSonic 65" ViewBoard Viewsonic 65" Viewboard	6.000	2,028.00	Sales Tax	\$ 12,168.00
[IFP-EW-65-02] IFP-EW-65-02 VIEWSONIC : 65- 75 inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
[Hovermount] Hovermount Flat Panel Mount, height adjustable up to 125lbs	6.000	430.00	Sales Tax	\$ 2,580.00
NOTE: ViewSonic 75" is 128.97lbs - Manufacturer states this is within acceptable range up to +10lbs				
ViewSonic training - 1 hour INCLUDED	1.000	0.00	Sales Tax	\$ 0.00
Shipping - Free shipping for ViewSonic - Mount only shipping	1.000	178.00	Sales Tax	\$ 178.00
<b>Subtotal</b>				<b>\$ 14,926.00</b>
Taxes on \$ 14,926.00				\$ 1,401.06

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Sherman Oaks CA 91423PROVIDING SOLUTIONS FOR  
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<b>Total</b>	<b>\$ 16,327.06</b>
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The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**To Order:**

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10. DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED REGARDING THE GOODS. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO THE PARTIES, BUYER AGREES TO LIMIT SELLER'S TOTAL LIABILITY TO BUYER AND ANY OTHER THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, JUDGMENTS, OR OBLIGATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' AND EXPERTS' FEES AND COSTS, FROM ANY CAUSE OR CAUSES, SUCH THAT SELLER'S TOTAL LIABILITY TO THOSE NAMED ABOVE SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO SELLER UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ALLEGATIONS OR PROOF OF NEGLIGENCE, INDEMNITY, BREACH OF CONTRACT, STRICT LIABILITY, OR WARRANTY OR ANY OTHER CONTRACT OR TORT CLAIM PLEAD. SELLER SHALL NOT BE LIABLE, AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS, FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, ECONOMIC LOSS DAMAGES, and PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME, LOST SAVINGS, COST OF PROCESSING, INJURY TO GOODWILL, REPRODUCTION COSTS, ETC) RELATING IN ANYWAY TO THIS AGREEMENT.
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19. Authority. Buyer represents and warrants that (i) it has the full right, power, and authority to enter into this agreement and perform all of the obligations herein, and (ii) the person signing on behalf of buyer has the complete power and authority to bind the buyer to this agreement.

20. Entire Agreement. Once accepted, these terms and conditions, along with the Quote, constitute the entire agreement between buyer and Seller with respect to the Goods and may not be modified except by a writing signed by both parties.



Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

Magnolia Public Schools

250 E. 1st Street

Los Angeles CA 90012

## Quotation # SO767

### MSA8 65" Viewsonic with rolling cart

**Quotation Date:**

02/06/2019 19:59:38

**Salesperson:**

Loren Greenshields

**Expiration Date:**

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP6550] ViewSonic 65" ViewBoard Viewsonic 65" Viewboard	6.000	2,028.00	Sales Tax	\$ 12,168.00
[IFP-EW-65-02] IFP-EW-65-02 VIEWSONIC : 65- 70inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
[VB-STND-001 ] VB-STND-001 Mobile Trolley Cart, ADA compliant for ViewBoard interactive flat panel displays.	6.000	388.00	Sales Tax	\$ 2,328.00
MAGNOLIA PUBLIC SCHOOLS ONLY				
ViewSonic training - 1 hour INCLUDED	1.000	0.00	Sales Tax	\$ 0.00
Shipping - Free shipping for all ViewSonic products	1.000	0.00	Sales Tax	\$ 0.00
<b>Subtotal</b>				\$ 14,496.00
Taxes on \$ 14,496.00				\$ 1,377.12

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**Total**

**\$ 15,873.12**

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Tel: 949-415-2000

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http://www.alphaav.com

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**To Order:**

For existing customers, please submit a copy of the approved quotation along with a PO and/or deposit/payment (check or credit card authorization), in accordance with your pre-set credit terms, to SALES@alphaav.com . For new customers, please contact your Sales Representative to discuss payment options, or to setup credit terms.

**Return Policy:**

Product must be returned within 30 days of invoice date and be in new factory fresh condition along with original packaging. Restocking fees and freight charges will apply. These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

**Additional Terms and Conditions:**

By accepting this quote, you agree to the Terms and Conditions below. Past due invoices are subject to a 1.5% monthly interest charge.

**TERMS AND CONDITIONS FOR SALE OF GOODS:**

1. Quote. These terms and conditions are deemed incorporated into the attached quote for goods and/or services ("Quote"). This Quote will remain open for thirty (30) days. Upon buyer's acceptance of the Quote, whether verbally or in writing, buyer will become bound to the Quote and the terms and conditions set forth herein. In the event that buyer submits a purchase order with additional terms and conditions, then buyer's additional terms and conditions shall not become part of the agreement between the parties unless Alpha Solutions Inc. ("Seller") acknowledges receipt of such in writing and the parties each sign an amendment to this agreement.
2. Goods. Seller agrees to sell and buyer agrees to buy the goods described in the Quote or which comply with buyer's written specifications ("Goods").
3. Payment. Buyer will promptly pay all sums upon tender of delivery, but in no event later than thirty (30) days after the invoice date. All late payments shall incur a service charge in the amount of one and a half percent (1.5%) per month and a late fee equivalent to one and a half percent (1.5%) of the total amount invoiced. Any deviation from quoted specifications requested by buyer will require management approval which will be provided in writing upon approval.
4. Shipping. Goods are sold F.O.B. destination, title and risk remain with Seller until goods are delivered to the location specified in the contract.
5. Taxes. Prices are subject to all federal, state and local excise, sales, use and similar taxes, if any.
6. Delivery. The delivery of Goods will be made, in single or multiple lots, as specified herein and will be made on or before the date specified herein, or within a reasonable time thereafter. The delivery schedule hereof shall be considered extended by a period of time equal to the time lost because of any delay, which is due to causes beyond Seller's reasonable control. All installments will be separately invoiced and paid as billed without regard to future deliveries. Failure to pay for any installment when due shall excuse Seller from making further deliveries. Delay in delivery of any installment shall not relieve buyer of its obligation to accept remaining installments. All claims for delay shall be deemed waived, unless presented to Seller in writing within ten (10) days after delivery of each shipment. The Goods shall be delivered to the place identified in the Quote.



7. Shipment Under Reservation. Seller will maintain title and the right of possession in the Goods sold until payment thereof is made by buyer.
8. Packaging. Seller/Manufacturer will determine the type of container and arrange for suitable packaging for domestic transport and delivery of the Goods, and charges related thereto are included in the price for the Goods set forth herein and will be paid by Seller.
9. Warranty. Standard manufacturer warranties apply on all applicable products. For a period of ninety (90) days after delivery, the services will be free from defects in material and workmanship under normal use as intended. Seller's sole liability under the foregoing warranty, at Seller's sole election, is limited to replacement of Goods, repair of defects, or refund of the purchase price. Service and maintenance agreements can be included as an additional contract to any quote, but must be done in writing.
10. DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED REGARDING THE GOODS. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO THE PARTIES, BUYER AGREES TO LIMIT SELLER'S TOTAL LIABILITY TO BUYER AND ANY OTHER THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, JUDGMENTS, OR OBLIGATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' AND EXPERTS' FEES AND COSTS, FROM ANY CAUSE OR CAUSES, SUCH THAT SELLER'S TOTAL LIABILITY TO THOSE NAMED ABOVE SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO SELLER UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ALLEGATIONS OR PROOF OF NEGLIGENCE, INDEMNITY, BREACH OF CONTRACT, STRICT LIABILITY, OR WARRANTY OR ANY OTHER CONTRACT OR TORT CLAIM PLEAD. SELLER SHALL NOT BE LIABLE, AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS, FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, ECONOMIC LOSS DAMAGES, and PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME, LOST SAVINGS, COST OF PROCESSING, INJURY TO GOODWILL, REPRODUCTION COSTS, ETC) RELATING IN ANYWAY TO THIS AGREEMENT.
12. Risk of Loss. The risk of loss of the Goods shall pass to buyer as soon as the Goods are tendered to buyer. In the event the Goods are destroyed or damaged, in whole or in part, prior to the time the risk of loss passes to buyer, this agreement shall be voided and buyer excused from all obligations hereunder. If the loss is partial, buyer shall have the right to accept that portion of the Goods which conform to the agreement.
13. Rejected Goods. In the event buyer rejects any shipment of the Goods, and elects to accept only a part thereof, it is agreed that the portion of Goods rejected shall be returned to Seller within thirty (30) days of the invoice date and shall be at the expense and risk of buyer. Seller shall have the right in its discretion either to replace the rejected Goods or to refund the purchase price applicable thereto. All returns shall be subject to a re-stocking fee of twenty five percent (25%) of the purchased price of the products being returned and freight charges will apply.
14. Termination. Seller may, in its sole discretion, terminate this agreement and/or refuse to make any further deliveries, if buyer (i) fails to comply with any of these terms and conditions, (ii) becomes insolvent, (iii) violates any law, regulation or ordinance which may govern the sale, handling or disposition of any of the Custom Goods, (iv) makes any assignment for the benefit of creditors, or (v) is adjudged bankrupt.
15. Buyer's Remedies. In the event of a breach of this agreement by Seller, buyer's right to damages shall be limited to the difference between the contract and the market price of the Goods, and buyer shall not have the right to "cover" and fix damages by contracting for substitute Goods.
16. Assignment. Neither party may assign this agreement without the prior written consent of the other party.





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17. Force Majeure. Seller shall not be responsible for delays in delivery or any failure to deliver due to causes beyond Seller's reasonable control including, but not limited to, acts of God, war, mobilization, civil commissions, riots, embargoes, domestic or foreign governmental regulations or orders, fires, floods, strikes, lockouts and other labor difficulties, or shortages of or inability to obtain shipping space or transportation.

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Magnolia Public Schools  
 250 E. 1st Street  
 Los Angeles CA 90012

## Quotation # SO761

### MSA8 75" Viewsonic with wall mount WMK-047-2

**Quotation Date:**

02/06/2019 02:23:39

**Salesperson:**

Loren Greenshields

**Expiration Date:**

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP7550] ViewSonic 75" ViewBoard VIEWBOARD 75IN TCH LED LCD DISP 4K HDMI	6.000	3,100.00	Sales Tax	\$ 18,600.00
[IFP-EW-70-02] IFP-EW-70-02 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
WMK-047-2 Viewsonic Commercial display wall mount 75" interactive display. INCLUDED IN BOARD PRICE	1.000	0.00	Sales Tax	\$ 0.00
ViewSonic training - 1 hour INCLUDED	1.000	0.00	Sales Tax	\$ 0.00
Shipping - Free shipping for ViewSonic	1.000	0.00	Sales Tax	\$ 0.00
<b>Subtotal</b>				\$ 18,600.00
Taxes on \$ 18,600.00				\$ 1,767.00
<b>Total</b>				\$ 20,367.00

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The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**To Order:**

For existing customers, please submit a copy of the approved quotation along with a PO and/or deposit/payment (check or credit card authorization), in accordance with your pre-set credit terms, to SALES@alphaav.com . For new customers, please contact your Sales Representative to discuss payment options, or to setup credit terms.

**Return Policy:**

Product must be returned within 30 days of invoice date and be in new factory fresh condition along with original packaging. Restocking fees and freight charges will apply. These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

**Additional Terms and Conditions:**

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**TERMS AND CONDITIONS FOR SALE OF GOODS:**

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4. Shipping. Goods are sold F.O.B. destination, title and risk remain with Seller until goods are delivered to the location specified in the contract.
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8. Packaging. Seller/Manufacturer will determine the type of container and arrange for suitable packaging for domestic transport and delivery of the Goods, and charges related thereto are included in the price for the Goods set forth herein and will be paid by Seller.
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15. Buyer's Remedies. In the event of a breach of this agreement by Seller, buyer's right to damages shall be limited to the difference between the contract and the market price of the Goods, and buyer shall not have the right to "cover" and fix damages by contracting for substitute Goods.
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http://www.alphaav.com

Magnolia Public Schools  
250 E. 1st Street  
Los Angeles CA 90012

## Quotation # SO765

### MSA8 75" Viewsonic with rolling cart

**Quotation Date:**

02/06/2019 19:51:47

**Salesperson:**

Loren Greenshields

**Expiration Date:**

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP7550] ViewSonic 75" ViewBoard VIEWBOARD 75IN TCH LED LCD DISP 4K HDMI	6.000	3,100.00	Sales Tax	\$ 18,600.00
[IFP-EW-70-02] IFP-EW-70-02 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
[VB-STND-001 ] VB-STND-001 Mobile Trolley Cart, ADA compliant for ViewBoard interactive flat panel displays.	6.000	388.00	Sales Tax	\$ 2,328.00
MAGNOLIA PUBLIC SCHOOLS ONLY				
ViewSonic training - 1 hour INCLUDED	1.000	0.00	Sales Tax	\$ 0.00
Shipping - Free shipping for all ViewSonic products	1.000	0.00	Sales Tax	\$ 0.00
<b>Subtotal</b>				\$ 20,928.00
Taxes on \$ 20,928.00				\$ 1,988.16

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Sherman Oaks CA 91423

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Tel: 949-415-2000

info@alphaav.com

<http://www.alphaav.com>

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**Total**

**\$ 22,916.16**

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**Alpha Solutions, Inc.**

Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**To Order:**

For existing customers, please submit a copy of the approved quotation along with a PO and/or deposit/payment (check or credit card authorization), in accordance with your pre-set credit terms, to SALES@alphaav.com . For new customers, please contact your Sales Representative to discuss payment options, or to setup credit terms.

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info@alphaav.com

<http://www.alphaav.com>

17. Force Majeure. Seller shall not be responsible for delays in delivery or any failure to deliver due to causes beyond Seller's reasonable control including, but not limited to, acts of God, war, mobilization, civil commissions, riots, embargoes, domestic or foreign governmental regulations or orders, fires, floods, strikes, lockouts and other labor difficulties, or shortages of or inability to obtain shipping space or transportation.

18. Choice of Law; Venue. This agreement and all of the rights and obligations of the parties hereto, are governed by the laws of the State of California. The parties agree that any and all lawsuits shall be filed in the County of Los Angeles. All disputes shall be submitted to non binding mediation prior to the filing of any lawsuit.

19. Authority. Buyer represents and warrants that (i) it has the full right, power, and authority to enter into this agreement and perform all of the obligations herein, and (ii) the person signing on behalf of buyer has the complete power and authority to bind the buyer to this agreement.

20. Entire Agreement. Once accepted, these terms and conditions, along with the Quote, constitute the entire agreement between buyer and Seller with respect to the Goods and may not be modified except by a writing signed by both parties.



## ELB's Proposal To:

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# Magnolia Public Schools Magnolia Science Academy-1 and Magnolia Science Academy-8 Interactive Display Need

March 6, 2019

**From**

Jason Bruce and Christina Tehrani  
*Education Consultants*  
ELB US. Inc.  
11155 Knott Ave. Suite B  
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Google for Education  
Partner



## **Commercial in Confidence**

The information contained in this document is 'Commercial in Confidence' and the property of ELB US Inc. ("ELB").

The information contained herein has been provided for the sole purpose of assessing ELB's ability to undertake the project described.

Provision of this information should not be construed as a licence to copy or communicate this information to a third party without the express permission of ELB.

February 6, 2019

Rasul Monoshev  
MPS IT Director  
Magnolia Public Schools



**ELB** | CREATE. COMMUNICATE. COLLABORATE.

Dear Mr. Monoshev,

**ELB US Inc. (“ELB”) is pleased to present Magnolia Public Schools (“MPS”) this proposal for *Interactive Flat Panel Displays & Accessories*.**

As one of the world’s largest audio visual systems integration companies, we believe we have the experience, scale, commitment, and track record of success to deliver the products and services required in a manner which will exceed MPS’s expectations.

ELB is the exclusive distributor of Prowise Interactive Flat Panels in North America. With the distribution of Prowise comes a superior training and professional development plan that sets us apart from other audio visual integrators. ELB Education consists of credentialed teachers who have a passion for creating active learning spaces that center around teaching and learning first.

Our Prowise solution will be supported from end-to-end. Professional development, content creation seminars, and RMA equipment on-site are just a few of our support activities. With over 30 years of providing this type of support schools just like MPS, we are confident in our ability to help you succeed.

Contained in this proposal are the following:

- ELB company profile
- Description, pricing and technical brochures for our proposed classroom technology
- ELB’s support capabilities, services, and nominated staff for MPS
- Customer references and project profiles of similar size or interest

We hope the following information demonstrates ELB’s capability for delivering high quality, large scale implementations, and gives Magnolia Public Schools an understanding of the superior experience they can expect by working with us.

Yours sincerely,

**Jason Bruce, M.Ed**  
Education Consultant  
ELB US Inc.  
Ph: 714-458-1567



**TABLE OF CONTENTS**

**WHY PROWISE? WHY ELB?.....6**

    WHY PROWISE?.....7

    WHY ELB?.....9

**COMPANY OVERVIEW.....11**

    BACKGROUND.....12

    SCHOOL MANAGEMENT.....16

    TRAINING AND PROFESSIONAL DEVELOPMENT.....18

**PRODUCT QUOTES, PRODUCT DETAILS AND SAMPLE INSTALLATION.....19**

    PROWISE BUNDLES AND QUOTATIONS.....20

    PROWISE PRODUCT DESCRIPTION.....23

    PROWISE PRESENTER AND REFLECT.....25

    SAMPLE INSTALLATION SCHEDULE MOBILE UNITS.....27

    SAMPLE INSTALLATION SCHEDULE WALL MOUNTED.....27

**EXPERIENCE AND QUALIFICATIONS OF STAFF.....29**

    OUR COMMITMENT TO EDUCATION.....30

    EXPERIENCED AND DEDICATED MPS-ELB TEAM.....32

    KEY PERSONNEL BIOGRAPHIES.....33

**PAST EXPERIENCE, PERFORMANCE AND REFERENCES.....36**

    SAUGUS USD-FULL TECHNOLOGY ROLL OUT.....37

    FACEBOOK-GLOBAL HEAD OFFICE.....38

    NSW DEPARTMENT OF EDUCATION.....39

    GOOGLE.....40

    REFERENCES.....41

**TERMS & CONDITIONS, INCLUSIONS & EXCLUSIONS, PAYMENT TERMS.....42**



TERMS & CONDITIONS.....43

INCLUSIONS & EXCLUSIONS.....45

PAYMENT TERMS.....46

**TECHNICAL SUPPORT, WARRANTY AND REPAIR.....47**

    TECHNICAL SUPPORT AND REPAIR.....48

**TECHNICAL SPECIFICATION SHEETS**



# Why Prowise? Why ELB?

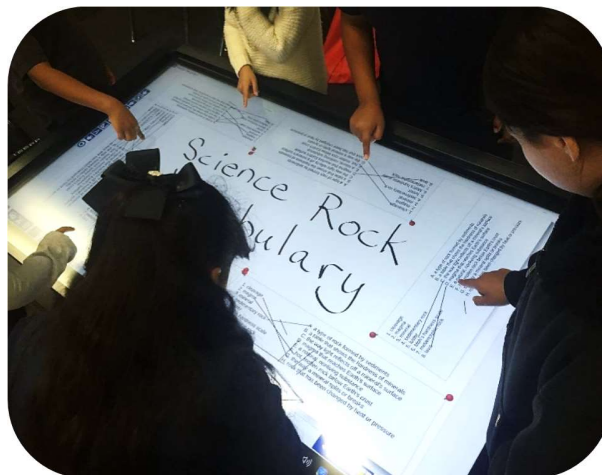
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**ELB**

CREATE.  
COMMUNICATE.  
COLLABORATE.

## WHY PROWISE?



## FLEXIBLE TECHNOLOGY FOR FLEXIBLE LEARNING

Today's classrooms are changing. Students are in pods, modular desks get shuffled around, and there is no "front of the room." Why invest in fixed technology when everyone else around it is flexible? Our Prowise bundles were designed with this type of mobile, flexible classroom in mind.

- **Combine a high-resolution interactive panel with an All-in-One mobile lift system, built-in pc module, and speakers and you have the most flexible, value-added classroom collaboration tool**
- **A single power cord is all that's required to create an engaging learning space anywhere in the class**
- **Tilting the panel into a drafting table creates a unique learning station, whereas putting the lift into table mode is the ultimate group collaboration device**

## INNOVATIONS FOR TODAY'S CLASSROOM

Prowise interactive flat panels offer the most advanced set of features which combine to maximize functionality, safety, and value in the classroom.

- **Superior built-in speakers ensure rich audio can be heard in all corners of the classroom**
- **Prowise Reflect enables wireless content sharing with up to four teacher or student devices**
- **Multiple panel inputs and intelligent switching simplifies integration requirements**

## THE CLOUD SETS YOU FREE

The industry move towards a software subscription model has been a negative experience. IT Managers across the country are now plagued with quarterly updates and software deployments, for very little educational gain. With Prowise Presenter cloud-based software, these challenges and issues are removed.

- **A cloud-based solution removes the need for IT involvement and provides a tool that can be accessed from any internet-enabled device**
- **A "pro account" license for Prowise Presenter will be provided to every teacher**
- **With unlimited cloud storage, teachers and students can store and retrieve content without hassle**
- **All data stored in the cloud is on US soil in compliance with leading certification and privacy standards**

## STUDENT ENGAGEMENT THROUGH DEVICES

iPads, Chromebooks, laptops, and smart phones are seeing their way into today's classroom at an exponential rate. Prowise ProConnect software easily connects and integrates these devices right into the learning environment.

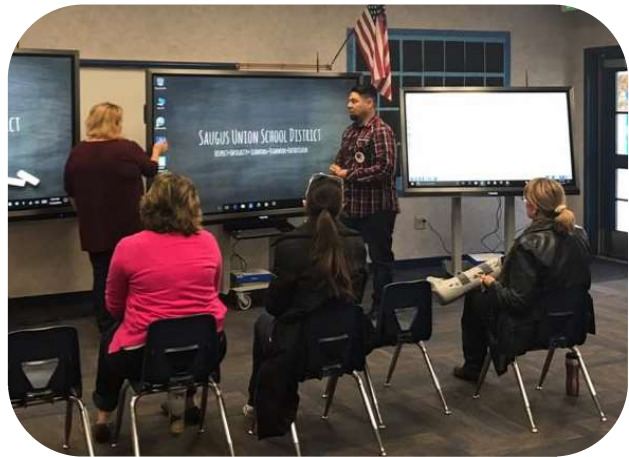
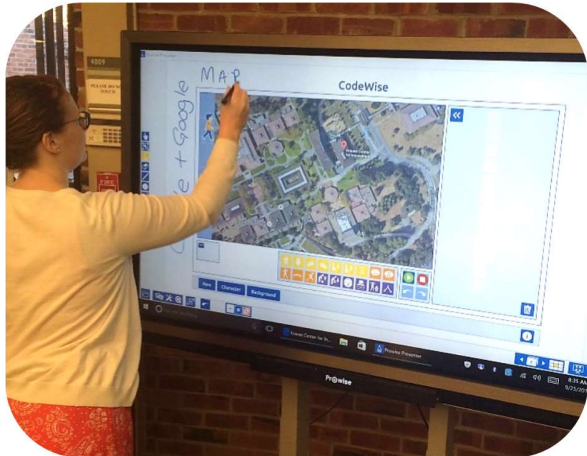
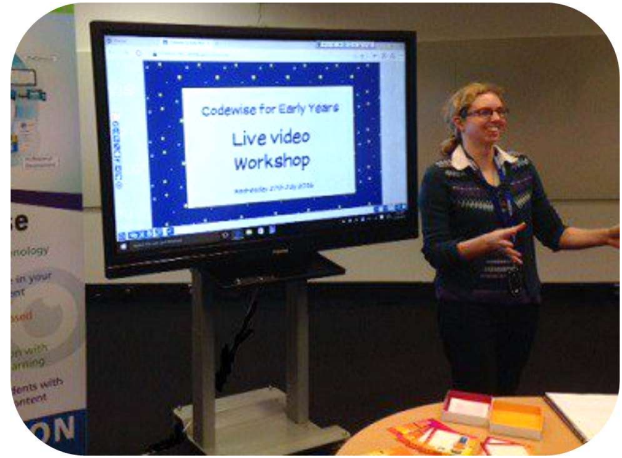
- **Any internet-enabled student device can participate in collaborative, assessment or game-based activities**
- **This level of integration and interaction enhances the value of the student device and provides a great platform between the classroom display and the students**

## QUALITY AND REASSURANCE WITH A 5-YEAR WARRANTY

The standard warranty for interactive technology was set years ago by the major interactive whiteboard companies. However, we believe the move to interactive flat panels should warrant better coverage and better value. Prowise has set the new bar for safety, security and quality technology.

- **Prowise is committed to safety and security, resulting in products that are highly durable, with special safety and security features currently unmatched in the market**
- **Schools can enjoy complete piece of mind and reassurance that their technology investment is sound**

## WHY ELB?



## LOCALIZED SUPPORT FROM EXPERIENCED EDUCATION CONSULTANTS

ELB has always recognized the importance of having Educators speak to Educators. As a result, our education “sales team” has always been made up of classroom trained teachers who advise, and consult based on their own personal experiences. These are our Education Consultants, and they:

- **Have relevant experience with technology rollouts of all sizes**
- **Build trusted relationships through a consultative approach within all levels of the school or district**
- **Own the sales cycle from the initial evaluation to the delivery of professional development and training**
- **Are local and can provide an unsurpassed level of support and expertise to schools and districts**

## MANY LESSONS LEARNED

Throughout our over 30 years of history, ELB has witnessed many successful, and in some cases, unsuccessful attempts at education technology integration. These lessons now form the core strategy by which our teams embrace and deliver service to our customers. The key components include:

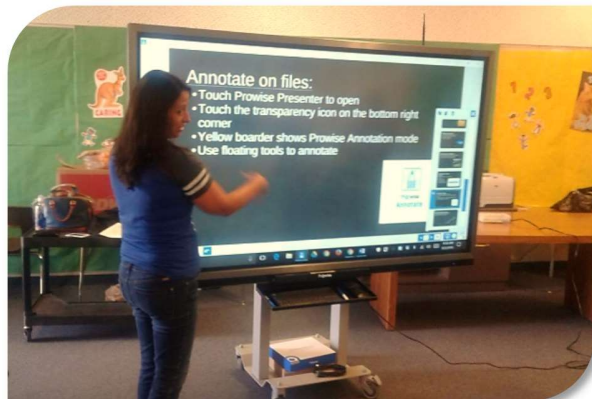
- **Solution Selling – Deliver solutions which offer real value for money, don’t just sell “products”**
- **Quality Products – Offer our education customers technologies which are innovative, have industry-leading designs, and an unmatched warranty**
- **Professional Development – Ensure all our education customers are supported by certified teachers who provide an exceptional level of training, professional development, and customer service**

## A PROVEN TRACK RECORD

One of our most recent large bid awards came from the Saugus Union School District in Santa Clarita, CA. After a two-year evaluation process, the decision was made and ALL classrooms in ALL District schools were outfitted with Prowise interactive flat panels, mobile lift systems and PC modules by the end of November 2016. All 425 systems were delivered, installed, and commissioned by ELB within just a few short months.

*“The growth of technology in our classrooms has allowed us to change the way we teach and the way we ensure the growth of the entire District, from teachers to students,” said Dr. Joan Lucid, Superintendent of Saugus Union School District. “Every student in every classroom in all of our schools will benefit from Prowise technology.”*

For the six months that followed installation, ELB Education Consultants worked closely with District TOSAs (teachers on special assignment) to create and deliver a customized District-wide training program which to this day has ensured the successful integration of Prowise hardware and software across schools.



# Company Overview

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**ELB**

CREATE.  
COMMUNICATE.  
COLLABORATE.

## BACKGROUND

ELB US Inc. (“ELB”) is one of the world’s leading providers of education technology and furniture solutions. For more than 30 years, we have successfully executed over 125,000 projects for a variety of clients across a diverse range of industries. We have been a key supplier and partner to thousands of corporate, government and education customers across the United States, Australia, and Canada.



ELB has established the knowledge, methodologies, and systems to deliver state-of-the-art solutions that typically exceed client expectations. Through a combination of organic growth and acquisition, we have grown significantly over the years, yet continue to provide a level of service and support currently unmatched in the industry. Our products, services, and support facilities are diverse and comprehensive, ensuring we can meet the varied needs of our clients any time, any place, and in any way. We have the experience, scale, commitment, support, and track record of success to offer our customers a risk-free solution.

- **Experience** – We have been successfully supplying audio visual, visual collaboration and unified communications solutions to enterprise, government and education clients for over three decades. Our certified engineers, designers, programmers, project managers, CAD drawers, installers, and service technicians are backed by an extensive in-house project tracking system managing all aspects of the customer experience.
- **Scale** – We are a financially stable, debt-free business with over \$100 million annual turnover. We have both the scale and resources to provide our clients with a comprehensive, peace-of-mind solution.
- **Commitment** – Nearly all of our 15 offices and 3 major warehouses are located in company-owned and operated buildings– demonstrating a commitment to the markets in which we serve.
- **Support** – We offer comprehensive technical support to all our clients through our National Service and Support Help Desk, staffed by qualified, full-time audio visual and video conferencing engineers. At the local level, our technical specialists offer post-project operational support, as well support for the ongoing maintenance of technology assets.
- **Success** – Headquartered in Pleasanton, CA, with a regional office located in Cypress, CA, we have become a trusted and reliable audio visual provider to many well-known global companies as well as colleges and K12 school districts. We have a proven track record of success and an established infrastructure, management base and staffing level to support projects big and small.

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## MISSION AND PURPOSE

**Mission: We strive to provide world class integrated solutions and services to the enterprise, government and education sectors.**

### **We CREATE.**

We create the highest quality solutions for all our clients in the education, enterprise and government sectors. We **work with many of the world's most popular and leading-edge suppliers to provide the best range of options for creating the most ideal collaborative environments.** We also draw on the collective expertise of our diverse team to offer fresh ideas and innovative approaches.

### **We COMMUNICATE.**

With offices in the United States, Australia, and Canada, we are unique in our industry— **we possess the skills, knowledge and infrastructure to support our customers globally, regionally, and locally.** Our network and capabilities are global, yet our focus and track-record in delivering superior results, one customer and one location at a time, is unsurpassed.

### **We COLLABORATE.**

At the core of our business we understand that every customer is unique. **What differentiates ELB is our end-to-end collaborative and comprehensive approach— from initial consultation right through to design, installation, training and maintenance.** Our goal is to partner with you to discover and implement new ways to work, learn and collaborate more effectively.



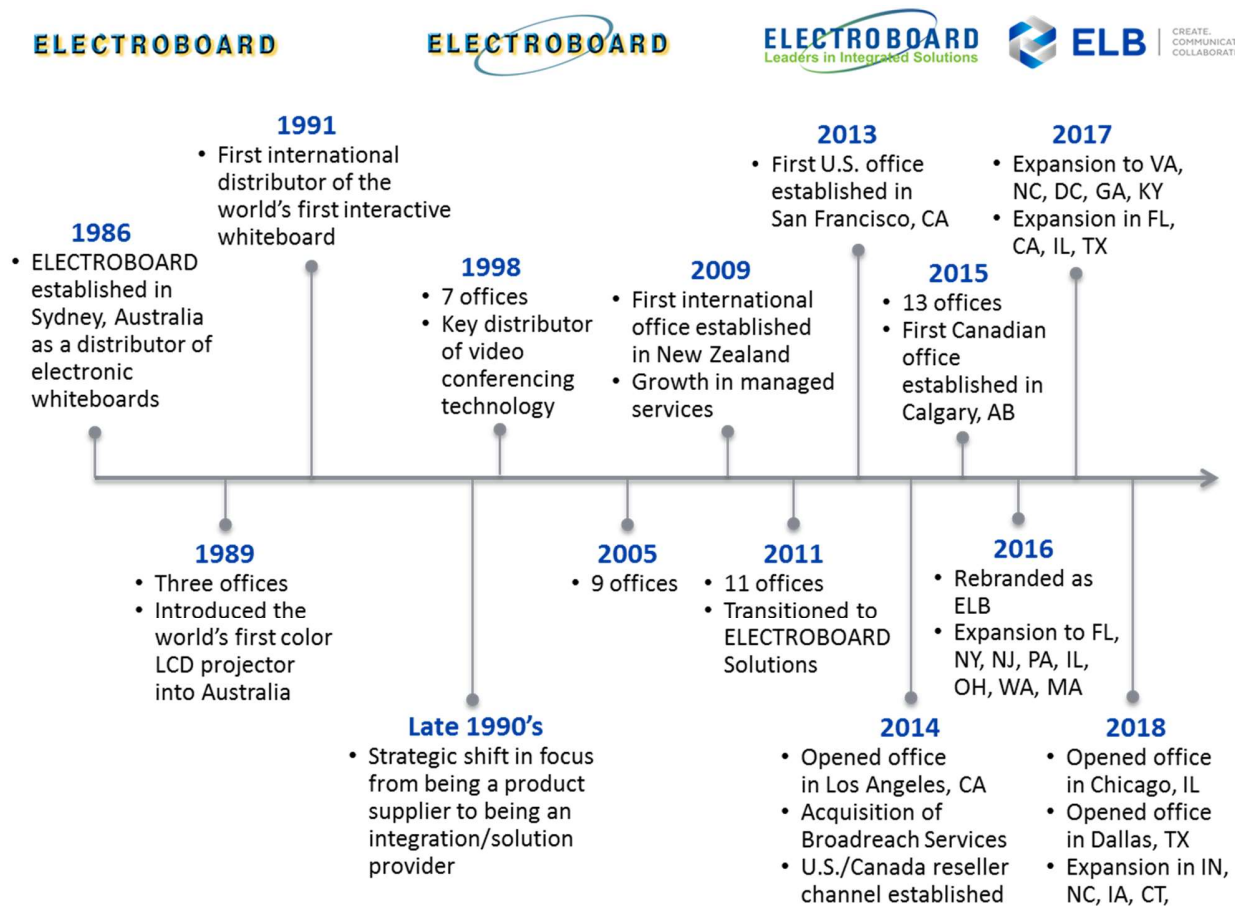
## HISTORY

ELB has a long and successful history providing leading-edge collaboration solutions to our customers around the world. Since our establishment in 1986, we have successfully opened 15 branch offices and three major warehouse facilities across four countries. We have also acquired and incorporated several businesses to continually expand and augment our product and service line offerings.

Today, we are pleased to be an “all-in-one provider” of products and services to support all stages of the technology lifecycle: from initial consultation and design to implementation, training, and ongoing service and support. ELB continues to grow, and future expansion, particularly within the continental United States, is imminent.

ELB has been providing innovative technology and furniture solutions to the education community since 1986. We count thousands of schools, learning centers, training facilities, and other educational facilities across the world as our customers.

An overview of ELB’s history is outlined in the timeline below:



## U.S. OPERATIONS

ELB officially commenced operations in the United States in 2012 and since that time we have significantly grown our national footprint. The majority of this growth has been propelled by an increasing demand for our education solutions and services, as well as Preferred Supplier Agreements with several well-known global technology companies. While we continue to expand nationally, our national service center and product warehouse remains located in Pleasanton, CA. To date, our U.S. operations includes:

- 95+ employees
- 20 locations with more to come
- Approx. 20,000 sq. ft. of warehouse space
- Eight service and installation vans
- 12 fleet vehicles
- 25 Education Consultants, 10 Project Managers, 8 System Engineers, 3 Programmers, 8 Installers, 10+ subcontracted installers
- Services provided include sales, engineering and design, installation, project management, documentation and training, technical support, marketing, human resources, finance, purchasing, shipping and receiving, and warehousing.

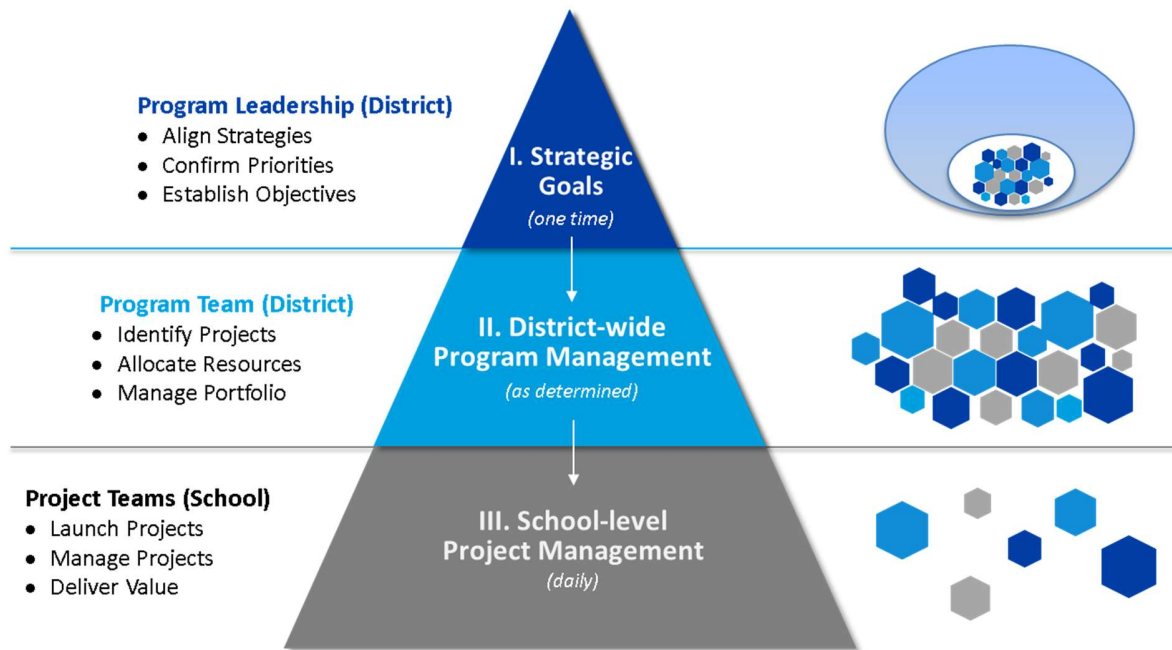


## LOCAL OPERATIONS

ELB has established a **major regional office in Cypress, CA**. Located **just minutes from Magnolia Public Schools**, our local office can provide the full scope of professional audio-visual sales and support services. Our Cypress location also serves as the **technical support hub** for our entire national company, as well as a secondary **warehouse facility**. This means that we will be able to provide prompt sales and exceptional technical support services to MPS whenever required and can hand-deliver products to all schools in a very short period of time.

## SCHOOL MANAGEMENT APPROACH

When working with our large school district customers, we take a multi-tiered approach to maximize the benefits and ensure a positive, value-added relationship. We envision a similar partnership with Magnolia Public Schools, where collaboration at each school and project level will be key for success.



### PROGRAM (SCHOOL) MANAGEMENT

It is ELB’s desire to become a trusted, knowledgeable, quality advisor not only to school personnel, but also to the principals, teachers and students within each school. It is our goal to engage at both the District and school levels to understand needs, expectations, and constraints so that the value we provide reaches far beyond just the delivery of goods and services. In that way, we seek to support initiatives, processes, and goals at multiple levels and across multiple locations. We call this our “program” or holistic management approach.



While the majority of implementation projects are likely to occur in a school setting, we do see value in offering MPS any or all of the following advisory and management services:

- *Review of existing systems and environments* – identification and evaluation of current technology including warranty coverage
- *Advisement* – recommendations on the retirement or replacement of out-of-warranty, end of life, and outdated technology
- *Scope management* – which locations, what products/services, what efficiencies can be achieved in people, processes, or technology
- *Procurement management* – where and how to deliver products, how to realize cost savings

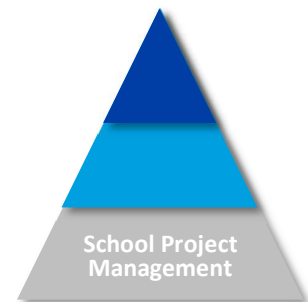
- *Implementation management* – who will provide installation, commissioning, training, service
- *Schedule/time management* – Timing and resource allocation
- *Cost management* – how to mitigate cost over-runs, how to reduce product/service costs
- *Quality management* – how, when, where to review product/service quality and ensure continuous improvement
- *Communication management* – what, when, how to communicate overall status to MPS school personnel (e.g. pending, in-flight, completed projects)
- *Risk management* – how, who, when to mitigate or resolve issues of risk
- *Financial management* – who, where, what is being purchased

We are very experienced in supporting Districts with the evaluation and subsequent roll-out of District-wide technology. In general, our first step is to formally meet with the appropriate District-level personnel to confirm the District's current and future technology plans, desires, needs and expectations. We will then work collaboratively to ensure our proposed plan for this program fully aligns with the District and to solidify the operational requirements that will ensure success. More details about this important first step, including the activities that are proposed to take place, can be found on the Implementation Roadmap that follows. Once the goals are clear, expectations are set and operational requirements are confirmed, we will then proceed to start engaging at the school level.

## PROJECT (SCHOOL) MANAGEMENT

### Role of the Education Consultant

To best support MPS, a local ELB Education Consultant will be assigned to perform day-to-day customer management. The role of the MPS EC is to work closely with each school to assess technology needs, to support the evaluation and purchase of technology, to work with internal ELB teams to successfully execute any large-scale roll-outs or integration projects, and to provide the necessary localized training and professional development support to ensure adoption success. The ELB EC will also be the key point person for any technical or warranty-related issues and escalate the need for any additional support to the ELB Technical Service team.



### Project Management Methodology

Project management is a fundamental component of solution delivery at ELB. For every school technology project or implementation, we use several internal systems and communication methods, including several mobile apps, to ensure timely completion of activities and tasks, updates to project schedules, notification of any risks or issues, and accurate reporting.

If there are project delays or difficulties, regular project management meetings and a review of the project timeline can be done. ELB Project Managers use Microsoft Project as well as our comprehensive internal project tracking system ("PTS") to ensure all projects run smoothly.

Our delivery process for any classroom audio visual project that requires engineering, installation, white-glove delivery, technical integration or specialized logistics, will include a sequence of coordinated activities. An ELB Project Manager and Education Consultant will be assigned to the District and will be responsible for the successful execution of this upgrade program.

## TRAINING AND PROFESSIONAL DEVELOPMENT

### ELB UNIVERSITY (ELBU)

All of our interactive solutions are fully supported by a team of Education Consultants as part of our ELB University (ELBU) offering. These classroom-trained teachers are experts in incorporating key pedagogies and understand the steps to a successful classroom implementation. All of our learning modules are designed and delivered by our EC's and can be tailored to meet the educational goals of Magnolia Public Schools.



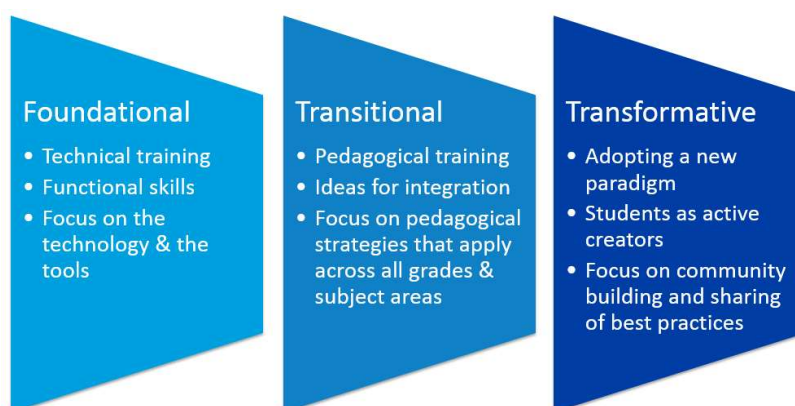
ELBU courses are not just about using education technology- they are about using the technology to promote quality teaching and to achieve curriculum outcomes effectively. These courses include hands-on activities to allow participants to master the skills covered and receive immediate feedback and support. All courses:

- Are delivered by teachers who have extensive experience using ICT in the classroom
- Assist teachers at all levels to use technology effectively within a pedagogical framework
- Include hands-on technology experiences
- Give practical ideas for teaching and learning
- Discuss real classroom scenarios and practical ideas
- Are designed by certified educators for educators
- Can be customized to suit your educational setting, learning needs or curriculum requirements

### EDUCATION CONTENT

At ELB, we are proud to offer a wide range of foundational, transitional and transformative professional development options designed to help teachers gradually integrate new technologies into their everyday teaching practices.

- **Foundational PD** courses focus primarily on the acquisition of basic technical and functional skills required to successfully operate any new piece of technology.
- **Transitional PD** focuses on proven pedagogical strategies that are applicable across all grade levels and subject areas. This usually involves the sharing of specific classroom examples of how our solutions can be used most effectively to address key pedagogical initiatives.
- **Transformative PD** brings together the concepts acquired during foundational and transitional PD to affect a deep and lasting shift in teacher practice. This can involve the integration of other technologies, the facilitation of content creation seminars, the hosting of professional learning communities, etc.



# Product Quotes, Product Details and Sample Installation schedule




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**ELB**



CREATE.  
COMMUNICATE.  
COLLABORATE.

## PROWISE PANEL BUNDLES AND REQUESTED QUOTATIONS




	Description	MPS Pricing
<b>65" Touchscreen iPro Tilt Lift Bundle</b> 	<b>PROWISE 65" Touchscreen + iPro Tilt Bundle</b> <ul style="list-style-type: none"> <li>* Prowise 65" Touchscreen</li> <li>* Integrated PC Module</li> <li>* Prowise MOVE</li> <li>* iPro Tilt Lift System</li> <li>* Prowrite Ink</li> <li>* Dolby Audio Soundbar and 2.1</li> <li>* Four Wide Area Microphones</li> <li>* 5 Year Onsite Warranty</li> <li>* <b>Price is per bundle and Includes Freight, Onsite Delivery, Set Up and Sales Tax</b></li> </ul>	<b>\$5,365</b>
<b>65" Touchscreen + Mobile Up and Down Lift</b> 	<b>PROWISE 65" Touchscreen + Mobile Lift Bundle</b> <ul style="list-style-type: none"> <li>* Prowise 65" Touchscreen</li> <li>* Integrated PC Module</li> <li>* Prowise MOVE</li> <li>* Mobile Lift System</li> <li>* Prowrite Ink</li> <li>* Dolby Audio Soundbar and 2.1</li> <li>* Four Wide Area Microphones</li> <li>* 5 Year Onsite Warranty</li> <li>* <b>Price is per bundle Includes Freight, Onsite Delivery, Set up and Sales Tax</b></li> </ul> <p>*NOTE: This stand will be changing model names to the iPro Mobile Lift beginning in early to mid Spring 2019. MPS bid pricing will NOT be affected.</p>	<b>\$5,255</b>
<b>65" Touchscreen +iPro Adjustable Wall Mount Bundle</b> 	<b>PROWISE 65" Touchscreen + iPro Height Adjustable Wall Mounted Lift Bundle</b> <ul style="list-style-type: none"> <li>* Prowise 65" Touchscreen</li> <li>* Integrated PC Module</li> <li>* Prowise MOVE</li> <li>* iPro Height Adjustable Wall Mount Lift System</li> <li>* Prowrite Ink</li> <li>* Dolby Audio Soundbar and 2.1</li> <li>* Four Wide Area Microphones</li> <li>* 5 Year Onsite Warranty (Panel, Lift, PC Module)</li> <li>* <b>Price is per bundle and Includes Freight, Onsite Delivery, Set Up and Sales Tax</b></li> </ul>	<b>\$6,021</b>



<p><b>65" Touchscreen Fixed Wall Mount</b></p> 	<ul style="list-style-type: none"> <li>* Prowise 65" Touchscreen</li> <li>* Integrated PC Module</li> <li>* Prowise MOVE</li> <li>* Prowrite Ink</li> <li>* Dolby Audio Soundbar and 2.1</li> <li>* Four Wide Area Microphones</li> <li>* 5 Year Onsite Warranty</li> <li>* <b>Price is per panel and Includes Freight, Onsite Delivery, and Sales Tax</b></li> </ul>	<p><b>\$4,160</b></p>
<p><b>75" Touchscreen Mobile Height Adjustable Lift Bundle</b></p> 	<p><b>PROWISE ProLine 75" Ultra HD LED Multi-touchscreen</b></p> <ul style="list-style-type: none"> <li>* Prowise 75" Touchscreen</li> <li>* Integrated PC Module</li> <li>* Prowise MOVE</li> <li>* DUO Up and Down Mobile Lift System</li> <li>* Prowrite Ink</li> <li>* Dolby Audio Soundbar and 2.1</li> <li>* Four Wide Area Microphones</li> <li>* 5 Year Onsite Warranty</li> <li>* <b>Price is per bundle and Includes Freight, Onsite Delivery, Set Up and Sales Tax</b></li> </ul> <p>*NOTE: This stand will be changing model names to the iPro Mobile Lift beginning in early to mid Spring 2019. MPS bid pricing will NOT be affected.</p>	<p><b>\$6,350</b></p>



<p><b>75" Touchscreen Height Adjustable Wall Mount Bundle</b></p> 	<p><b>PROWISE 75" Touchscreen + iPro Height Adjustable Wall Mounted Lift Bundle</b></p> <ul style="list-style-type: none"> <li>* Prowise 75" Touchscreen</li> <li>* Integrated PC Module</li> <li>* Prowise MOVE</li> <li>* iPro Height Adjustable Wall Mount Lift System</li> <li>* Prowrite Ink</li> <li>* Dolby Audio Soundbar and 2.1</li> <li>* Four Wide Area Microphones</li> <li>* 5 Year Onsite Warranty</li> <li>* <b>Price is per bundle and Includes Freight, Onsite Delivery, Installation and Sales Tax</b></li> </ul>	<p><b>\$7,116</b></p>
<p><b>75" Touchscreen Fixed Wall Mount</b></p> 	<p>Prowise 65" Touchscreen</p> <ul style="list-style-type: none"> <li>* Integrated PC Module</li> <li>* Prowise MOVE</li> <li>* Prowrite Ink</li> <li>* Dolby Audio Soundbar and 2.1</li> <li>* Four Wide Area Microphones</li> <li>* 5 Year Onsite Warranty</li> <li>* <b>Price is per panel and Includes Freight, Onsite Delivery, and Sales Tax</b></li> </ul>	<p><b>\$4,830</b></p>
<p><b>Installation of Panel on Height Adjustable Wall Mount (only applies to mounting Prowise panels)</b></p>	<p><b>Price Includes iPro Height Adjustable Lift System and Sales Tax</b></p>	<p><b>\$1,500</b></p>
<p><b>Installation of Panel on Fixed Wall Mount (only applies to mounting of Prowise panels)</b></p>	<p><b>Price includes fixed wall mount and Sales Tax</b></p>	<p><b>\$500</b></p>

## PROWISE PRODUCT DESCRIPTION

<p><b>iPro Height Adjustable Wall Mount</b></p> 	<p>Prowise have engineered a motorized, height-adjustable wall mount with floor support. This lift system supports all sizes of Prowise panels and when used with a built-in PC module, requires only one power cable for ease of installation. The panel can be raised/lowered easily using the two electronic buttons located on the side of the mount or onscreen via Prowise Central. The lift is also equipped with an advanced safety system which continuously monitors secure operation. When the lift meets resistance, it immediately stops moving. This lift and all lifts include an onsite 5 year warranty.</p>
<p><b>Height Adjustable Lift System</b></p> 	<p>Our height-adjustable, motorized mobile display stand supports all sizes of Prowise panel. Only one power cable is required for operation, simplifying use and improving safety. The panel can be easily raised/lowered using the two-button electronic remote attached to the stand. The lift is also equipped with an advanced safety system which continuously monitors secure operation. When the lift meets resistance, it immediately stops moving. This lift and all lifts include a 5 year warranty.</p> <p>*NOTE: This stand will be changing model names to the iPro Mobile Lift beginning in early to mid Spring 2019. MPS bid pricing will NOT be affected.</p>
<p><b>iPro Tilt Lift System</b></p> 	<p>Our most innovative lift system supports whole class instruction, small group, and table mode with the press of a button or onscreen via Prowise Central. Supporting up to a 65" Prowise Touchscreen panels, our height-adjustable, motorized stand can be moved around the classroom and titled at any angle from vertical to horizontal. Only one power cable for both panel and stand is required for operation, simplifying use and improving safety. The panel can be easily raised/lowered and tilted forward/backward using the four-button electronic remote attached to the lift. The lift is also equipped with an advanced safety system which continuously monitors secure operation. When the lift meets resistance, it immediately stops moving. This lift and all lifts include a 5 year warranty.</p>

<p><b>Prowise Touchscreen</b></p> 	<p>With Prowise Touchscreen you can effortlessly enjoy the world’s most advanced interactive experience. The very highest quality materials combine with the hardware and software developed by Prowise to give unique education and presentation possibilities. The low energy consumption, the revolutionary price and the standard 5 year onsite warranty ensure an unprecedentedly low total cost of ownership.</p> <ul style="list-style-type: none"> <li>* 4K Ultra HD IPS Anti-Glare Finish</li> <li>* Fully Integrated 2.1 Dolby Audio Sound Bar</li> <li>* Four Built-In Wide Area Microphones</li> <li>* Prowrite Ink with Two Ergonomic Pens</li> <li>* Prowise Central that includes Prowise Pronote,</li> <li>* Prowise Reflect Screen Mirroring</li> </ul>
<p><b>PC Module</b></p> 	<p>Prowise PC Modules are equipped with a powerful Intel Processor, and Ultra HD video card and a super fast SSD drive to ensure you get the very best out of your Prowise Touchscreen.</p> <ul style="list-style-type: none"> <li>* Windows 10 Enterprise OS Included</li> <li>* Intel Core i5 7200u</li> <li>* Intel HD Graphics 620</li> <li>* 8 GB, DDR4L 2133MhZ RAM</li> <li>* 128 GB SSD Sata 3.0</li> <li>* Wireless and Wired Connectivity</li> <li>* 1xUSB-C, 2xUSB 3.0, 2xUSB 2.0, HPJ, Microphone, HDMI out</li> <li>* 5 Year Warranty</li> </ul>


PROWISE PRESENTER

# Prowise Presenter

Discover a world of free educational content

Offers both teacher and students endless possibilities: create lessons or essays, work with innovative tools and create interactivity in your classes for a variety of teaching situations. Presenter has been optimised for our touchscreens and devices, but can always be used on other devices.



**100%**  **FREE**

Prowise Presenter is completely free for everyone!

- one account
- completely free
- for new and existing users
- all the unique benefits of Prowise Presenter
- no small print



## Over 200 tools

The huge collection of tools, specially developed for all ages and disciplines, offers a world of instruction and practise material for your lesson. Drop ready-made tools into your lesson, or adjust them to the level of your class.

 *Touch table tools combine learning, fun and collaboration.*

## Annotate

Integrate current events into your lesson. Take notes on websites and directly add the screenshots to your presentation.



[More info](#)

## ProConnect

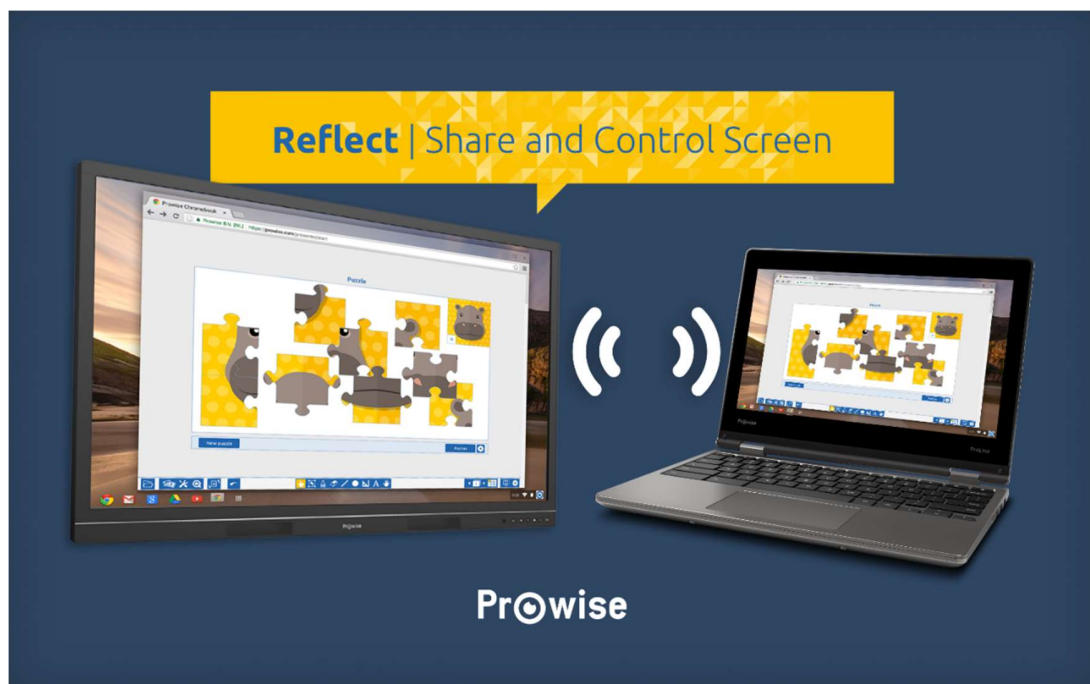
First-class interaction

- Share screens between device and touchscreen
- Monitor your students' work live
- Take a vote among all students in class
- Collect student work
- Challenge each other in educational games
- Create a quiz at any desired level

## Community

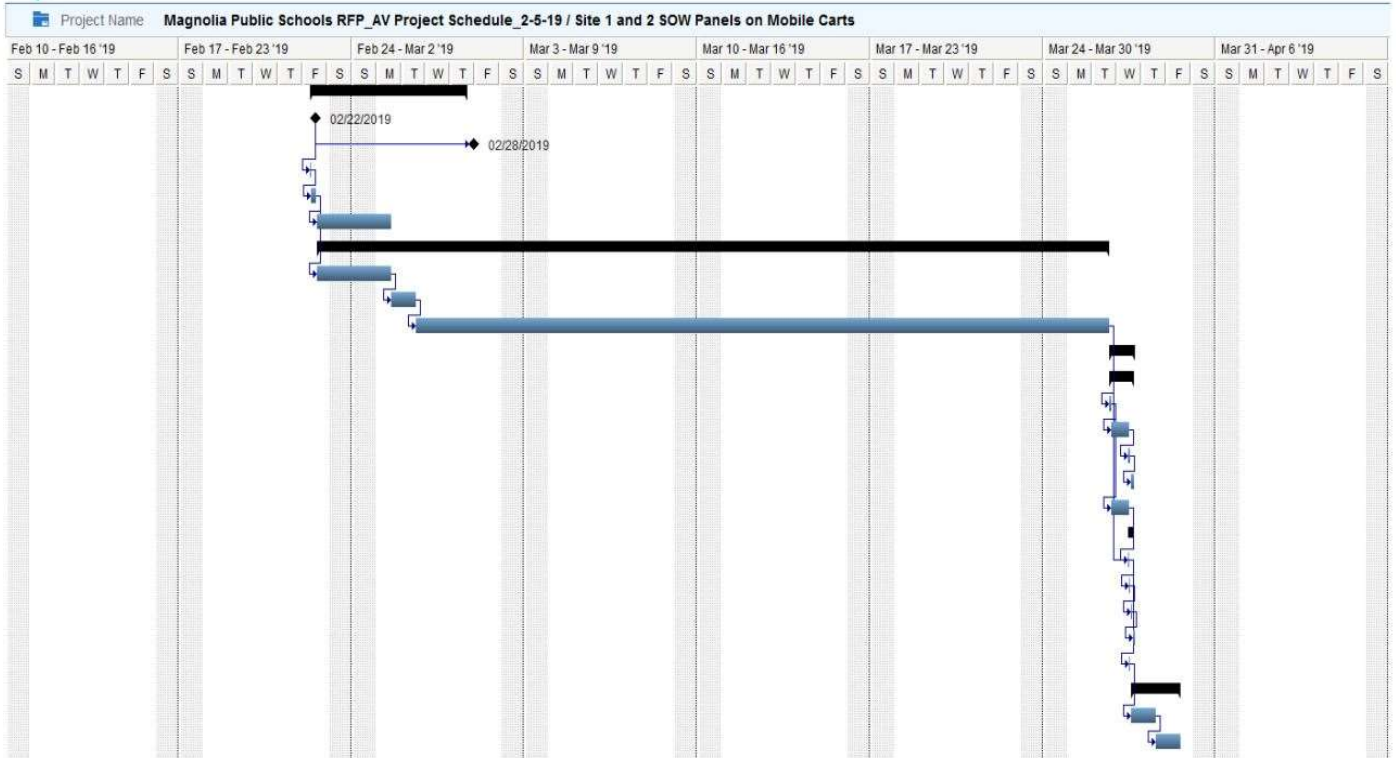
Share your lessons at school, trust/LA or national level. This way, you can use your fellow teachers' lessons for inspiration. We will also post ready-made lessons to the community regularly.

## REFLECT

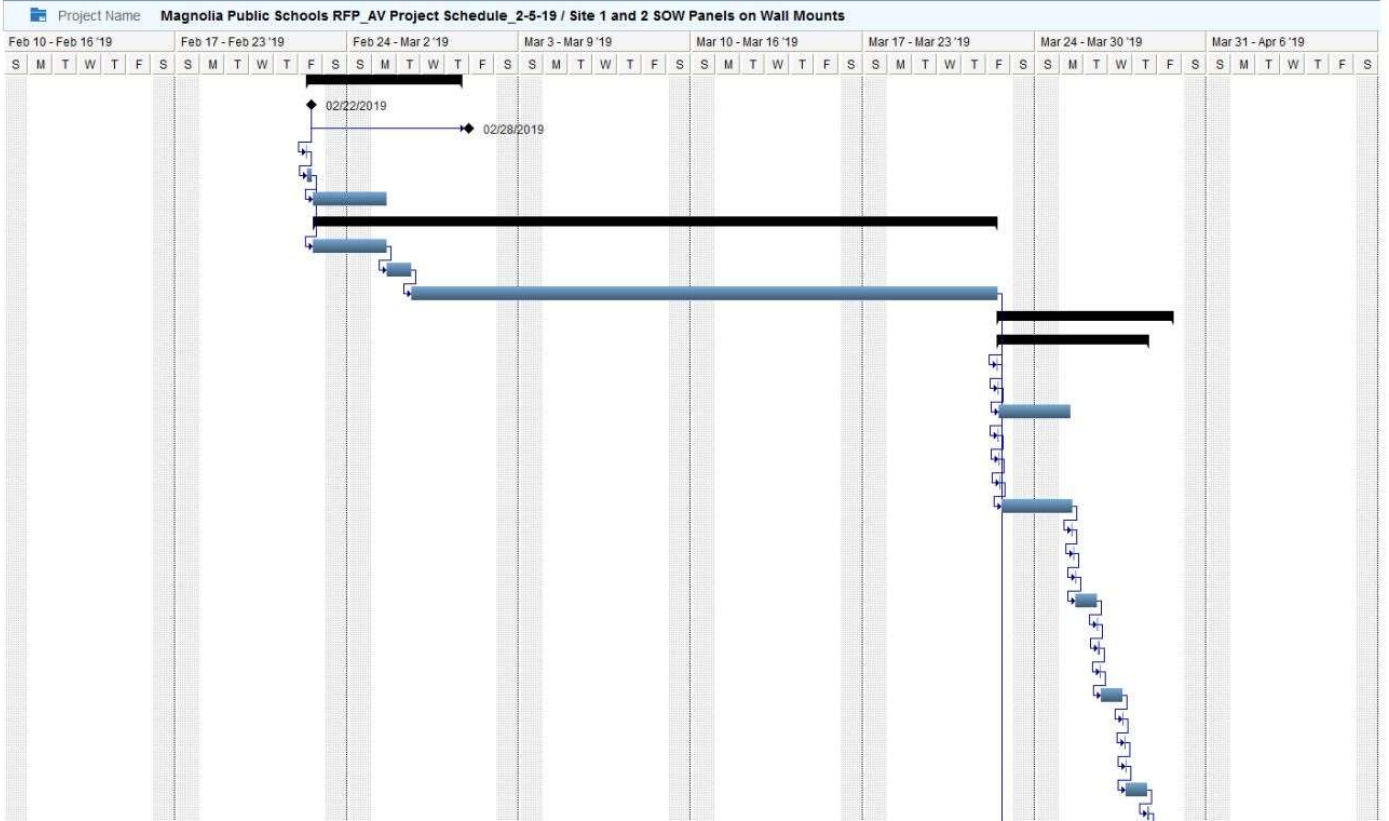


Through ProWise Reflect, up to four devices can be displayed on the panel at one time. This simple feature removes the need for additional hardware and cables enabling teacher and/or student displays to be viewable by everyone. Students are able to showcase work samples, compare strategies for problem solving, or anything else they need to do, all while connected to the school network. Certain devices will have this functionality built-in natively (Windows & Mac), while others require a simple download of a free app. When sharing a Windows or Mac computer, touch control is also enabled through the Reflect connection further enhancing the user experience without the hassle.

**SAMPLE INSTALLATION SCHEDULE FOR MOBILE UNITS**



## SAMPLE INSTALLATION SCHEDULE FOR WALL MOUNTS



# Experience and Qualifications of Staff

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**ELB**

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## OUR COMMITMENT TO EDUCATION

ELB is committed to education. We believe strongly in the need to raise up students who will be competent, capable and thriving members of our society in years to come. We also believe strongly in the need to provide today's learners with access to technology, and today's educators with the training and professional development support they need for success. While we are committed to providing our education customers with safe, quality education technology products, we are equally committed to investing in the resources, professional development programs and training that are required for their success.



Every year, ELB delivers a significant amount of training and professional development to the education community. On a daily basis, we provide one-on-one technology training to teachers across the country. Throughout the year, we host national education technology conferences, video conferencing events, and lesson-development workshops for educators and students. These are funded and organized by ELB and offered completely free of charge. We also task our education staff with developing curriculum-based resources which are offered free online. All combined, we believe the investments we make in this area today, will make a lasting impression on the society of tomorrow.

### ELB EDUCATION

Should ELB be invited to offer MPS schools audio visual products and services, all training and support will be provided through our ELB Education division. **ELB Education** provides innovative technology products, services and solutions to the education sector. This includes assisting schools—from early years learning centers to colleges and universities— to enhance their educational outcomes through the use of technology, supporting student learning, and the professional development of teachers.



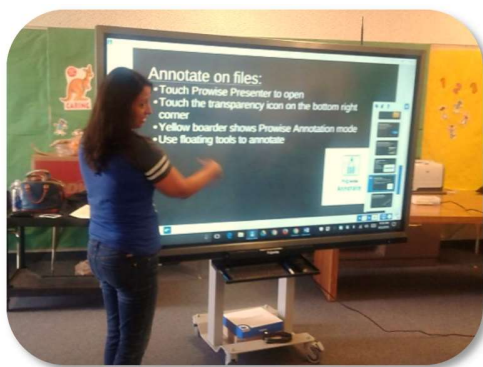
Through ELB Education, teachers have access to some of the world's leading education technology products, as well as a large number of free curriculum resources, innovative programs and events, national and international support networks, educational conferences and professional development courses.

To ensure specialized support and insight, all services are provided by experienced Education Consultants ("EC's"). ELB Education Consultants are trained and certified classroom teachers who work directly with schools to understand their needs, recommend solutions and support the adoption and effective use of technology in the classroom. We currently have EC's located throughout the United States to provide service and support to all areas of the country.

## EXPERIENCED EDUCATION CONSULTANTS

ELB has always recognized the importance of having Educators speak to Educators. As a result, our education team has always been made up of classroom trained and certified teachers who advise and consult based on their own personal experiences. Our Education Consultants:

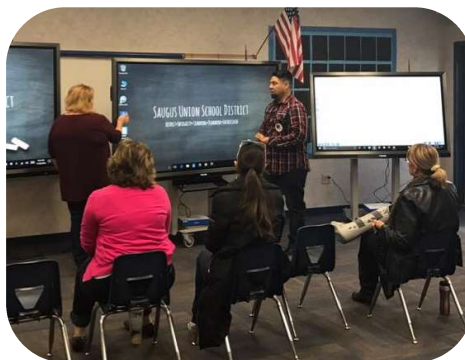
- Have current knowledge of local, regional and national education trends
- Have relevant experience with technology rollouts of all sizes
- Have various education technology distinctions including those from Microsoft, SMART, Google
- Build trusted relationships through a consultative approach within all levels all MPS schools
- Provide a wide range of services from the initial evaluation to the delivery of professional development and training
- Are local and can provide an unsurpassed level of support and expertise to schools and districts



## MANY LESSONS LEARNED

Throughout our 30 years of history, ELB has witnessed many successful, and in some cases, unsuccessful attempts at education technology integration. These lessons now form the core strategy by which our teams embrace and deliver service to our customers. The key components include:

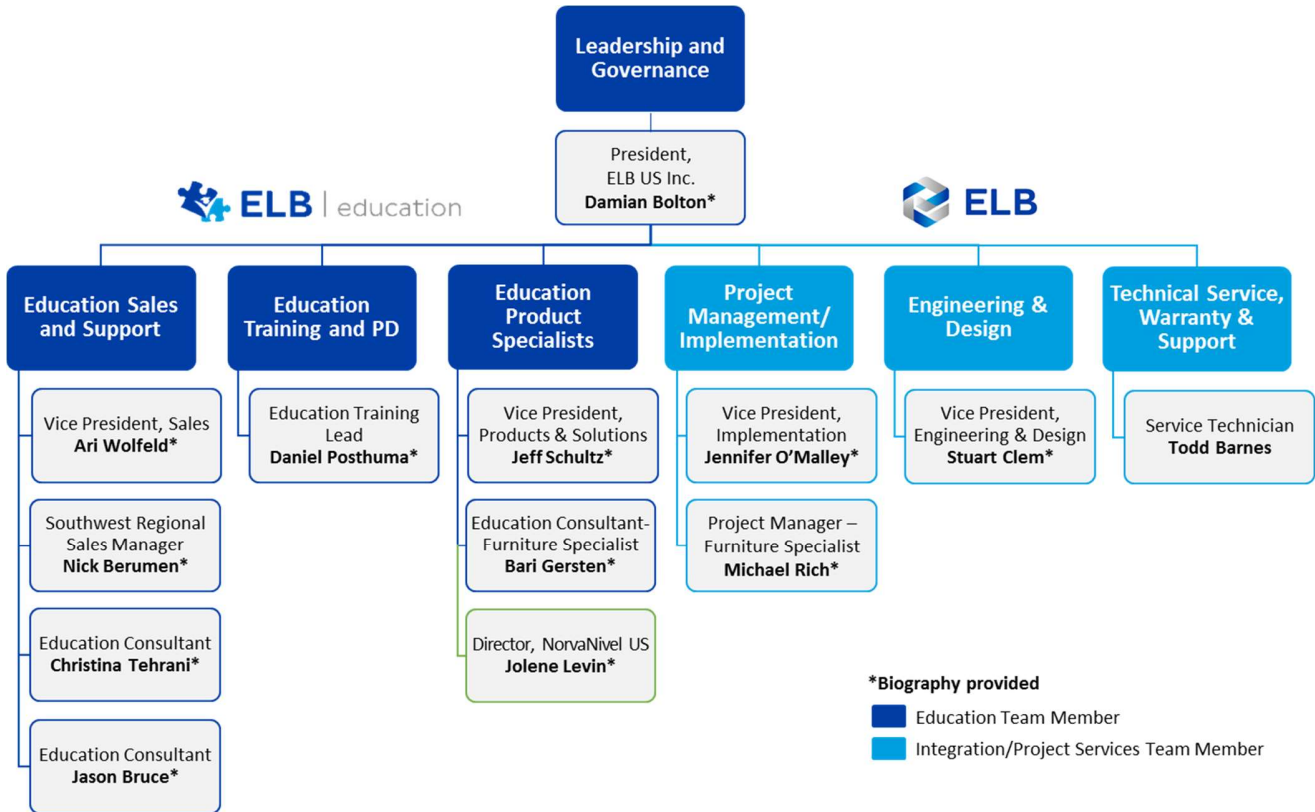
- **Solution Selling** – Deliver solutions which offer real value for money, don't just sell "products"
- **Quality Products** – Offer our education customers technologies which are innovative, have industry-leading designs, and an unmatched warranty
- **Professional Development** – Ensure all our education customers are supported by certified teachers who provide an exceptional level of professional development, and customer service
- **Local Support** – Maintain "feet on the street", ensuring timely service and support in key jurisdictions



EXPERIENCED AND DEDICATED MPS-ELB TEAM

TEAM STRUCTURE AND SUPPORT

The following diagram outlines the proposed structure and key responsibilities of the ELB Project Team for the delivery of audio visual products and services to Magnolia Public Schools.



## KEY PERSONNEL BIOGRAPHIES

### Christina Tehrani

#### *Education Consultant*

Christina has been working in education for over 8 years. Since joining ELB over two years ago, she has been instrumental in supporting numerous schools in the successful integration of new technology. Most notably, she was a lead Education Consultant for the District-wide roll-out of Prowise interactive flat panels at the Saugus Union School District. Prior to joining the ELB Education team as an Education Consultant, she spent 6 years teaching high school English in Los Angeles and San Diego Counties. Previously, she also taught English Language Learners and led after school programs that focused solely on incorporating technology in the classroom. Christina has a California Single Subject Teaching Credential in English Language Arts from San Diego State University, a Master's in Education Technology and a BA in English from Azusa Pacific University. Her passion is in equipping students and teachers with engaging technology in order for them to access 21st Century Learning Skills in the most innovative and collaborative ways.



### Jason Bruce

#### *Education Consultant*

Jason has been in the education field for the past 13 years. He received his undergraduate degrees from UCLA, and earned his Masters of Education from Arizona State University. Jason also holds a California Multiple Subject Teaching Credential and an Early Childhood Teaching Certificate from the State of Utah. Jason has taught 3rd and 5th grades in California for two years and 3rd grade for six years in Utah. Jason was among the first to use SMART Boards and later became part of the technology committee for the Washington County School District in St. George, Utah. There he was mostly responsible for training teachers on SMART Notebook software. As an ELB Education Consultant, Jason now helps lead the Southern California Education Team training teachers, administrators, and district leaders best practices using Prowise interactive panels and Presenter cloud based software. Most notably, Jason was a lead Education Consultant for the District-wide roll-out of Prowise interactive flat panels at the Saugus Union School District.



## Daniel Posthuma

### *Education Consultant and Training Lead*

With over 10 years spent working in education, Daniel brings a wide variety of knowledge and experience to his role as an Education Consultant and Trainer. Since joining ELB, he has conducted trainings across Southern California, helping teachers effectively integrate new technology into their classrooms. As a former teacher himself, Daniel provides relevant and adaptable trainings that are designed to help teachers immediately begin implementing this technology into their lessons. Daniel received both his undergraduate and Single Subject Teaching Credential from Cal State Fullerton and prior to joining ELB, he taught for schools in Los Angeles and Orange Counties, as well as two years as a Title I tutor for the Orange County Dept. of Education, two years as an instructional technician at Saddleback College, and five years working directly with students in Special Education. His passion to see students become excited about learning has found its perfect match at ELB, where he is able to introduce classroom solutions that spark students' interest, and open them up to the world of possibilities that interactive, flexible learning spaces can provide.



## Nick Berumen

### *Western Regional Sales Manager*

Nick has been in sales and account management for over 15 years. For over 10 years, he has led and managed business development teams in the software and computer technology industry. This has included roles as Sales Director for DataForm Software and Sales Operations Manager at Reliable Computer. Through these experiences, Nick gained a superior understanding of the technology sales process and developed the skills necessary to deliver exceptional customer service. His history and track record of supporting many government as well as higher education technology implementations is testament to this fact. As a Sales Manager for ELB, Nick oversees all business development and sales activities in Southern California and helps mentor junior Account Managers. Ever the professional, Nick's passionate and customer-centric approach to business makes him a well-liked and well-respected colleague and advisor.



## Jeff Schultz

### *Vice President, Products and Solutions*

Jeff has been specializing in interactive technology for over 15 years and has been with ELB since April 2006. For nine of those years he worked in Australia in a variety of technology training and product management roles. Now based in California, Jeff is responsible for the strategic direction of our Prowise business. A specialist in interactive technologies, he understands the importance of professional development as a key component of a successful implementation. Prior to ELB, Jeff lived in Canada where he was a Training Team Lead for SMART Technologies and spent much of his time working and interacting with educators all across the United States to improve teaching and learning through the use of interactive technology.

Jeff has played a pivotal role in several very large and very successful roll-outs of interactive classroom technology. He has provided training, professional development and product advisory support for the delivery of numerous state, district and school-wide contracts across the United States, Canada and Australia. A graduate of DeVry University in Phoenix, AZ with a Bachelor of Science in Business Operations, Jeff demonstrates the perfect balance of knowledge, skill and past experience to ensure the success of any project he supports.



## Ari Wolfeld

### *Vice President Sales*

An industry expert in collaboration technology, Ari has enjoyed great success helping companies evaluate and implement enterprise-wide collaboration solutions. With over 6 years' experience in the video conferencing, unified communications, and interactive whiteboard market, he leverages technical knowledge to identify and meet client needs. Ari has extensive experience supporting the collaboration needs of the architecture, engineering and construction (AEC) industry. He has a certification in Lync Room System sales enabling him to work with his clients to bring the Microsoft Lync user experience into the conference room. Partnering with clients as a trusted resource is Ari's main goal. As the North American Sales Manager, Ari leads all of the Business Development and Education Consultant teams, fostering a culture of customer service excellence and superior solution delivery.



## Damian Bolton

### *President, ELB US Inc.*

Damian has over 20 years of international audio visual integration, visual collaboration and unified communications experience. He has been with ELB for over 15 years, working initially in Sydney, Australia and most recently founding the company's US operations. Damian also previously worked for over 8 years in a variety of diverse and challenging roles at SMART Technologies in Calgary, Canada where he developed strong skills in training, product management and strategy.

Damian has been leading teams in the effective roll-out and integration of classroom technology for over 15 years. This has included providing support for the delivery of numerous state, district and school contracts across the United States, Canada and Australia. His understanding and awareness of not only the benefits of such implementations, but also the common hurdles and challenges, has made him a sought-out and respected industry leader.

An alumnus of the Stanford Graduate School of Business, Damian is passionate about technology and ELB's role as an innovator within the industry. Damian understands that customers are the core of ELB's business and acknowledges this by setting and supporting a customer-centric culture within his team. This culture thrives on excellent client service, efficient solutions delivery and provision of ongoing customer care.



## Jennifer O'Malley, CTS, PMP

### *Vice President Implementation*

Jennifer has over 15 years of project management and general management experience and has worked in the audio-visual industry for 8 years. She holds the PMP (Project Management Professional) and CTS (Certified Technology Specialist) certifications from the Project Management Institute and InfoComm, respectively. Prior to the audio visual industry, Jennifer was a Project Manager in the global petrochemical, aerospace, and financial services industries, managing multi-million dollar projects from start to finish, engaging and communicating with all levels of stakeholders. As Operations Manager for ELB, Jennifer oversees all aspects of audio visual and unified communications systems integration projects. This includes managing and mentoring project managers to ensure timely and successful delivery of all projects within the pre-determined budget.



# Past Experience, Performance and References

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## SAUGUS USD – FULL TECHNOLOGY ROLL-OUT

Saugus Union School District (SUSD) is located in the Santa Clarita in Northern Los Angeles County and currently operates fifteen K-6 schools as well as preschool programs across sixteen campuses.

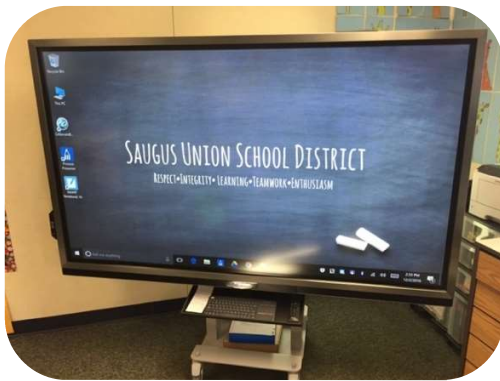


ELB has supplied, installed, and continues to support the implementations of approximately 500 (five hundred) 65” or 84” **Prowise Pro Line interactive panels mounted on Prowise lift systems**, along with Prowise Presenter software to SUSD schools. As a **district-wide rollout**, the SUSD wanted to improve student learning outcomes with the application of full classroom technology solutions. ELB not only successfully executed the entire roll-out of new technology solutions, but also supported the District with training and professional development by providing two (2) educational consultants onsite twice a week over the course of the 2016-2017 school year. This support helped ensure teaching and learning was more effective and rewarding at Saugus.

For more information on this technology implementation, please refer to the following news stories:

<http://www.hometownstation.com/santa-clarita-news/education/saugus-union-school-district/saugus-union-to-unveil-state-of-the-art-classrooms-176059>

<http://scvnews.com/2016/09/22/interactive-touchscreen-computers-come-to-the-saugus-union-school-district/>





## FACEBOOK – GLOBAL HEAD OFFICE

ELB provided all of the audio visual and video collaboration hardware as well as integration services for **Facebook's new Global Head Office** (MPK20) in Menlo Park, California.



The sprawling 430,000-square-foot facility, designed by world-famous architect Frank Gehry, is spread over 22 acres, is LEED-certified and boasts a 9-acre green roof, as well as underground parking lot. The large, open floor plan building, which now houses 2,300 employees, includes over 300 conference rooms ranging in size from small huddle rooms to large boardrooms. It also includes five Executive Briefing Centers. Facebook's goal for MPK20 is to facilitate collaboration, creativity, and provide a new level of workspace transparency.

By leveraging our expert project management capabilities, a superior supply chain, and highly experienced engineering and installation teams, we successfully completed all of the audio visual and UC systems for MPK20 under an extremely tight timeline. We commissioned over 300 rooms in just four weeks. The project was completed in May 2015.



*\*Pictures copyright of ELB Inc. and Forbes, Wired and Popular Science magazines*

## NSW DEPARTMENT OF EDUCATION – PREFERRED SUPPLIER

As a global company, we have a number of international reference sites that demonstrate our capacity for large scale rollouts of education technology. Our most successful implementation and biggest global customer is the New South Wales (NSW) Department of Education. We have been supporting NSW DET for over 20 years with the evaluation, procurement, implementation and ongoing maintenance of classroom audio visual technologies across hundreds of urban, rural and distance education schools. Other highlights of the scope of our services and support include:



- **NSW DET Connected Classrooms Program** – 2,250 schools supplied with interactive whiteboards as well as monitors for video conferencing
- **BER (Building the Education Revolution) Program** – 3,800 interactive whiteboards delivered and installed in a 6 month time frame
- **NSW Department of Education and Training (DET) supply contract** – ELB has been contracted to provide professional development and training programs and services since 2004 with millions of dollars in spend each year



- **Discretionary Purchasing** – averaging around 220 interactive whiteboard bundles per month, plus thousands of other audio visual products including projectors, document cameras, 3-D printers, classroom audio systems, student response systems, Chromebooks, Apple Ipods, mobile charging carts, video conferencing equipment, and much more.



The path to this successful partnership has included many avenues but was consistently focused on the support and professional development we provided along with way. A dedicated Education Consultant (EC) was assigned to each of the 10 regions. While the main goal of the EC was to build technical expertise among teachers within the school, it was also important that it start with the Principal. We shared our expertise with regards to technology integration and helped to align that with the strategic goals of the school. We demonstrated our solution to teachers, administration, as well as the Parent Organizations.

Once a purchase was made, the EC worked to develop a training plan with the region. This plan included a combination of online webinars and face-to-face training sessions. From there, Digital User Groups (DUG's) were created, fostering a network of teachers sharing lessons and training each other. Once a year, we would host a large Teachers' Conference within the State to provide access to thought leaders within the education community, product knowledge, and opportunities for training.



## GOOGLE – MASTER SERVICE AGREEMENTS

ELB is one of three preferred audio visual suppliers for Google. As a result, we currently provide AV design and integration services for Google globally, including locations in Asia, Australia, Europe and throughout the United States.



Our ongoing integration work includes a variety of new and existing AV spaces, as well as installing Google Video Conferencing (GVC) and Tech Talk rooms across multiple campuses. To date, we have provided products and services to over 700 rooms across over 30 Google campuses. Many of these projects are part of the company's audio visual Moves, Additions, and Changes (MAC) program.

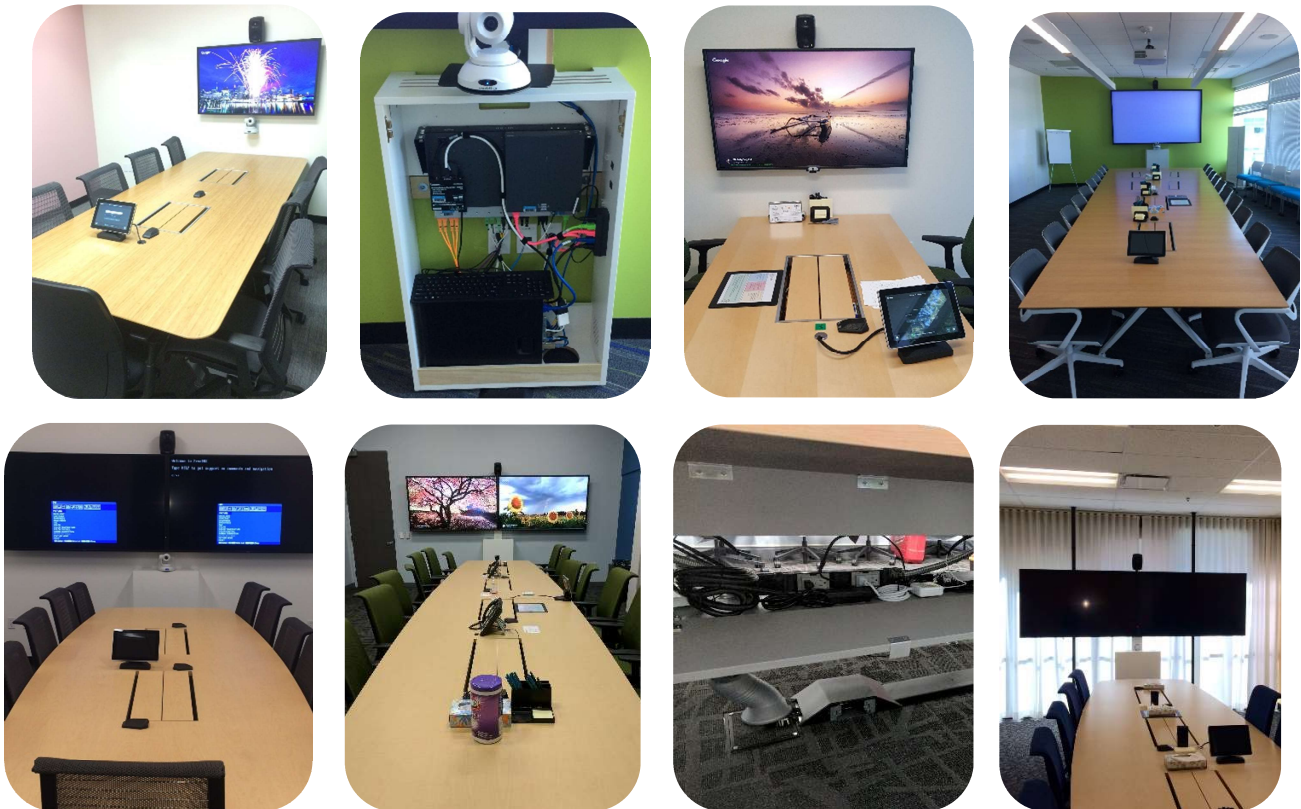
Our work for Google in Texas has included the full audio visual fit-out for the company's regional campus located in Austin. Our work included the design, procurement, installation, commissioning and training of audio visual systems for over 30 conference, meeting, training, and huddle rooms, as well as unique event spaces.

ELB also currently provides services and support under an Enterprise Maintenance Agreement. As part of this contract, we offer technical support and maintenance services to all the rooms noted above and more.

Furthermore, ELB is also intimately involved in Google's evaluation of collaboration technologies and provides input on integration with existing Google systems and technology. On the design side we also engage with Google on a consulting basis, providing audio visual design services and conference room standards creation.



On the education side, we are excited to be working with Google to help ensure the effective deployment and management of Chromebook devices and licenses across schools, districts and other learning centers. ELB is a Google for Education Partner and as such we are committed to quality, reliable service to our education customers.



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## REFERENCES

**Customer: Saugus Union School District (Santa Clarita, CA)**

Contact: Mike Leathers

Telephone: 661-294-5300

Email: [mleathers@saugusd.org](mailto:mleathers@saugusd.org)

Scope: In June of 2016, ELB responded to a bid for over 450 65" and 75" panels on both mobile, mobile tilt, and height adjustable wall mounts. ELB won the bid and installed over 470 panels at 15 different school sites and the district office at a rate of one site per day. At the time, this was the largest one time rollout of interactive flat panels in the country. We continue to provide panels, service and training to the district office each school site.

**Customer: Redlands Unified School District (Redlands, CA)**

Contact: Jennifer Hosch

Telephone: 909-307-2430

Email: [Jennifer\\_hosch@redlands.k12.ca.us](mailto:Jennifer_hosch@redlands.k12.ca.us)

Scope: Beginning in the Fall of 2016, ELB installed a number of Prowise 65" panels on mobile tilt lifts at Judson & Brown Elementary. Later that year and into 2017, 2018 and 2019, ELB has delivered more than 60 Prowise panels and NorvaNivel furniture to various schools throughout the school district. We continue to provide training and professional development to teachers and administrators throughout the district.

**Customer: Aspire Titan Academy (Huntington Park, CA)**

Contact: Jhonn Hernandez

Telephone: 323-583-5421

Email: [jhonn.hernandez@aspirepublicschools.org](mailto:jhonn.hernandez@aspirepublicschools.org)

Scope: In June of 2016, ELB installed 12 65" Prowise panels on tilt lifts were installed at their Huntington Park, CA location. Training and professional development was also provided to all teachers on two different occasions. In June of 2018, four more 65" Prowise bundles were implemented at the same campus.

# Terms & Conditions Inclusions & Exclusions Payment Terms

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## TERMS AND CONDITIONS

1. **Application of Terms and Conditions:** The terms and conditions of this quote shall apply to the sale and purchase of the listed Products in this quote, except where either (1) modified herein by ELB; or (2) where ELB and the Customer are parties to a current written agreement which governs the sale and purchase, the provisions of the said Agreement shall prevail.
2. **Quote:** This quote shall not be binding on ELB until accepted in writing by the Customer and returned to ELB. This quote is firm for 30 days unless modified in writing by ELB. Maintenance prices are subject to a separate maintenance agreement available on request. The Customer acknowledges that where any of the Products listed in this quote are unavailable 30 days from the date of acceptance of the quote by the Customer, and the price of any Product quoted changes in that period, ELB reserves the right to issue a fresh quote to the Customer for those Products listing the new prices.
3. **Exchange Rate:** In the event that the prevailing exchange rate between the currency of the country of origin and the currency quoted has fluctuated from the time the quote is rendered to the time of payment is received from the Customer, ELB reserves the right in its sole discretion to adjust any prices quoted herein and the Customer agrees to meet the revised price. For the purpose of this quote as an agreement, the prevailing exchange rate at the time of the quote shall be the rate specified, (at the time payment is received) to be that issued by the Commonwealth Bank of Australia for a spot transaction on that day.
4. **Payment:** All Products shall be paid for by the Customer (including all government duties and taxes applicable) prior to delivery. Alternatively if ELB and the Customer have prior to delivery of the Products agreed on and maintain a credit arrangement, payment will be in accordance with the terms and conditions of the credit arrangement.
5. **Ownership of Products:** The ownership of all Products shall remain with ELB and shall only pass to the Customer upon the payment by the Customer of the invoiced price in full. Prior to payment of the invoiced price in full, the Customer shall hold the Products as Bailee for ELB. In the event of the Products whether in the same or a modified form being disposed of prior to the payment of the invoiced price in full, any amount received by the Customer shall be held in trust by the Customer for ELB. All prices quoted are in US dollars, unless otherwise specified.
6. **Delivery of Products:** Delivery of Products shall take place at the time of the physical taking of the Products by the Customer or by the carrier whether engaged by ELB or the customer or 10 days after ELB notifies the Customer that the Products are ready for delivery, whichever first occurs. Where the Customer arranges its own carrier, it shall be responsible for all freight, insurance and other costs associated with the carriage. Where ELB arrange carriage, all freight and insurance and other costs shall be to the account of the Customer.
7. **Cancellation and Rescheduling of Orders:** (1) **Cancellation:** Where any order is cancelled by the Customer on or less than seven (7) days prior to the scheduled shipment date, the Customer will still be charged the entire invoice cost of the quote as a cancellation fee. (2) **Rescheduling:** Orders may only be re-scheduled up to thirty (30) days from the scheduled shipment date. Any rescheduling occurring in less than thirty days prior to the scheduled shipment date will be subject to a rescheduling charge equal to 40% of the gross order value.

8. Authorized Returns: Customer shall not return any ELB Product for credit, exchange or otherwise without the prior written consent of ELB evidenced by ELB authorizing and issuing to the Customer an ELB Return Authorization.
9. Restocking Fee and Return of Products: Where a Customer returns a Product (not due to a defect) to ELB under the ELB Return Authorization then a restocking fee will be charged. The restocking fee is based on the value of the Product returned. Where the Product returned was charged to the Customer (1) for less than \$1,000 (excluding Tax) the fee is \$80.00 plus Tax plus the cost of any freight charges incurred by ELB; or (2) for more than \$1,000 (excluding Tax) the fee will be 15% of the value charged plus Tax plus the cost of any freight charges incurred by ELB. Any Products returned to ELB will only be accepted if the Product is in its original condition as originally shipped and returned as packed in its original packaging, including all accessories, cables and manuals. Where ELB determines, acting reasonably, that any Product returned requires rectification or repair or is not as originally shipped or as originally packaged, ELB is entitled to charge the Customer the cost of and any fee incurred to return that Product to its original condition. ELB also reserves the right at its discretion to charge the Customer for all courier charges or a pick up charge as incurred by ELB to collect the Product from the Customer if the Product is not returned by the Customer by freight.
10. No Warranty: ELB does not manufacture any Product and accordingly does not warrant that any Product is free of any defect, is fit for the purpose required by the Customer or is of merchantable quality. The Customer must make and rely on their own enquiries and rely at their own expense on the warranty and warranty periods as may be provided by the manufacturer of any particular Product in this quote.
11. Services: Where this quote includes details of time charges, services required to be undertaken and/or installation of Products required at the Customer site, to be undertaken by ELB in addition to the Products to be purchased (Services) the following conditions apply: (1) Acceptance by the Customer of this quote which includes the Services means acceptance by the Customer of the following conditions in sub-paragraphs (2) to (6) namely; (2) An ELB Scope of Works (SOW) agreed and signed by the Customer prior to the commencement of the Services; (3) Acceptance of this quote by the Customer does not affect or amend the terms and conditions of the SOW; (4) All work required to be undertaken under the Services, including the payment terms, will be governed by the terms and conditions of the SOW; (5) Any variation of the SOW does not affect the terms and conditions of this quote; and (6) Where any variation to the Services is required by the Customer a separate quote and an amendment of the SOW will be provided by ELB for that variation.
12. Limitation of Liability: In no event shall ELB be liable to the Customer for incidental or consequential damages (including loss of profits) of any nature arising out of or related to the supply, design, manufacture, installation or service or the performance or use of any Products or alternatively in the event that ELB are found liable for a breach of warranty or condition implied by law and not capable of exclusion by agreement. Where ELB is found liable that liability shall be limited to the minimum level possible under the law.
13. Severability: If any of the terms and conditions hereof shall to any extent be invalid or unenforceable, the remainder of these the Terms and conditions, or the application of such the terms and provisions to persons or circumstances other than those as to which it is held unenforceable shall not be affected thereby.
14. Applicable Law: The validity, interpretation and performance

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## INCLUSIONS & EXCLUSIONS

### ELB Will Provide/Install

- 65” or 75” Prowise Touchscreen on either a tilt lift, mobile lift or height adjustable wall mount
- Professional Installation of equipment listed above
- Professional management/coordination of project
- All necessary training

### Magnolia Public Schools Will Provide/Install

- Wall backing to support height adjustable wall mount
- Electrical outlets for equipment listed above
- Any/All paint or patchwork after installation



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## PAYMENT TERMS

ELB acknowledges and accepts payment terms as no later than 60 days after invoice date. The payment will not be issued until after both the Vendor and MPS agree that the project is complete and meets all requirements. This will be accomplished via a Handover Certificate from ELB to MPS upon completion of said project.

# Technical Support, Warranty and Repair

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**ELB**

CREATE.  
COMMUNICATE.  
COLLABORATE.

## TECHNICAL SUPPORT AND REPAIR

With our experience in the audio visual integration business we find that each customer is different and has their own unique set of requirements. ELB would like to work with MPS in determining these requirements for terms and conditions surrounding warranty and legacy equipment. At that stage we can create a personalized agreement that is mutually agreed upon and provides MPS the comfort that a strategy is in place for both existing and future technologies.

ELB is dedicated to providing all our customers with quality technology solutions, as well as great customer service. But our service doesn't end when the purchase and training is complete. We are committed to providing the support needed should any technical issues or challenges arise. With state of the art repair facilities, in-house technical support staff, and a strong commitment to quality, we can provide comprehensive and prompt technical support services for valuable technology assets.

### Authorized Repair Center

ELB is authorized to perform technical repairs on a variety of manufacturer products. We are also a Prowise Certified Repair Partner, which ensures we perform repairs within the highest standards at all time. The Prowise Certified partner is required to annually attend training course to ensure these standards are met.



### TOLL-FREE HELPDESK

To ensure critical service and support is available to all our customers, ELB maintains a national toll-free Helpdesk staffed by qualified technicians and trained engineers who can provide technical trouble-shooting advice over the phone to anyone in North America. Our Service Helpdesk receives, responds to and coordinates all technical support, warranty and repair services across North America.

Using a variety of voice, video, and data solutions, our service technicians can often fix many common faults without requiring a site visit. These remote tools improve our response time and reduce unnecessary costs of supporting the technology. Our qualified and experienced service technicians have gone through extensive training to fully diagnose and support all of the products we sell.

All incoming fault calls are logged into ELB's custom built management database. Information can be accessed by engineers throughout the company, allowing our central helpdesk team to monitor and access accurate real-time information on any support or maintenance requirement.



The ELB Helpdesk is operational Monday to Friday from 8:00am to 7:00pm (PST)

Phone: 1-800-806-5581

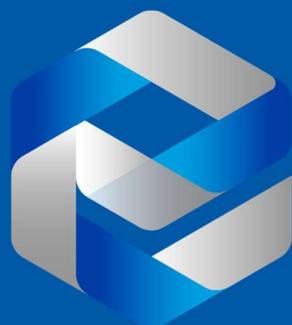
Email: [Service@elbglobal.com](mailto:Service@elbglobal.com)

A marketing brochure which highlights more of our warranty and technical support services and capabilities is shown on the next page.

## TECHNOLOGY REPAIR PROCESS

Should a customer experience an error or technical difficulty with their technology device, either legacy or new, the following escalation process should be used:

1. Technical difficulty with the device is detected or noted by customer
2. Customer to contact the **ELB Technical Support Helpdesk** through one of the following ways:
  - a. **Online** – Fill out and submit the customer inquiry form on the Contact Us page on [www.elbglobal.com](http://www.elbglobal.com)
  - b. **Phone** – Our Customer Support Center is available from 8:00 am to 6:00 pm PST (Monday to Friday) and can be reached through a toll-free number at 1.888.506.7275
  - c. **By Email** – Send a technical support question or request to [serviceus@elbglobal.com](mailto:serviceus@elbglobal.com)
  - d. **By Fax** – Send a technical support question or request to us by facsimile to 925.475.5096
3. ELB Technical Support Specialist receives customer request or inquiry and logs in Service Database
4. ELB Technical Support Specialist contacts customer within 4 hours for urgent matters, and 1 business day for non-urgent matters. The following sequence of activities will take place:
  - I. **Troubleshooting** – All attempts will first be made to troubleshoot the product issue with the customer. Various communication methods can be used for better accuracy and results.
  - II. **Onsite Repair** – When troubleshooting is unsuccessful, ELB Product and Technical Support Specialists will determine whether an onsite service visit would prove helpful. If yes, a service ticket will be sent to the regional technical service representative for follow-up. An appointment with the customer will be set up within 48 hours, with the onsite repair to take place within 5 business days.
  - III. **Product Return/RMA** – In the event the product is deemed faulty and an onsite service visit will/did not resolve the issue, the ELB National Technical Service Manager will activate the RMA process. The customer will be provided with step-by-step instructions on how to return the product to the ELB Service and Repair Center. They will also be provided with regular formal communication on the status and outcome of the repair process. The Manufacturers Product Warranty Agreement outlines the product repair or replacement requirements. More details about this process is outlined on the previous page.
5. Once the issue has been resolved, the ELB Technical Support Specialist will close the service ticket and issue a Customer Satisfaction Survey – Service/Repair to the customer.
6. Customer is encouraged to complete the questionnaire and return it to ELB as soon as they are able.



**ELB** | CREATE. COMMUNICATE. COLLABORATE.

**Sales** 1.888.506.7275

**Service and Support** 1.800.806.5581





## Prowise Touchscreens



### The choice for the future

With the Prowise Touchscreen you can carelessly enjoy the world's highest visual and audio quality.

The equipment used is of the highest level and combined with the hardware and software developed by Prowise provide unique education and presentation possibilities. The low energy consumption, the revolutionary price and the standard 5-year warranty offer an unprecedented total cost of ownership.

The modern specifications, including four processors, result in a super fast and reliable touchscreen.

55": PW.1.15055.0001 | 65": PW.1.15065.0001 | 75": PW.1.15075.0001 | 86": PW.1.15086.0001

Screen	55"	65"	75"	86"
Bezel color	Brushed aluminium (grey)	Brushed aluminium (grey)	Brushed aluminium (grey)	Brushed aluminium (grey)
Diagonal	55 inch	65 inch	75 inch	86 inch
Panel type	Ultra HD LED - IPS	Ultra HD LED - IPS	Ultra HD LED - IPS	Ultra HD LED - IPS
Resolution	3840 x 2160 @ 60Hz	3840 x 2160 @ 60Hz	3840 x 2160 @ 60Hz	3840 x 2160 @ 60Hz
Glass plate	Anti-Glare Pro	Anti-Glare Pro	Anti-Glare Pro	Anti-Glare Pro
Glass thickness	4 mm / 0.16 inches	4 mm / 0.16 inches	4 mm / 0.16 inches	4 mm / 0.16 inches
Glass hardness	Mhos 7	Mhos 7	Mhos 7	Mhos 7
Aspect ratio	16:9	16:9	16:9	16:9
Contrast ratio	1200:1	1200:1	1200:1	1200:1
Brightness	350 cd/m2	350 cd/m2	350 cd/m2	350 cd/m2
Number of colors	10 Bit (1.07B)	10 Bit (1.07B)	10 Bit (1.07B)	10 Bit (1.07B)
Viewing angle	178°	178°	178°	178°
Panel refresh rate	60Hz	60Hz	60Hz	60Hz
<b>Modules</b>	55"	65"	75"	86"
PC module slot	Yes, OPS slot	Yes, OPS slot	Yes, OPS slot	Yes, OPS slot

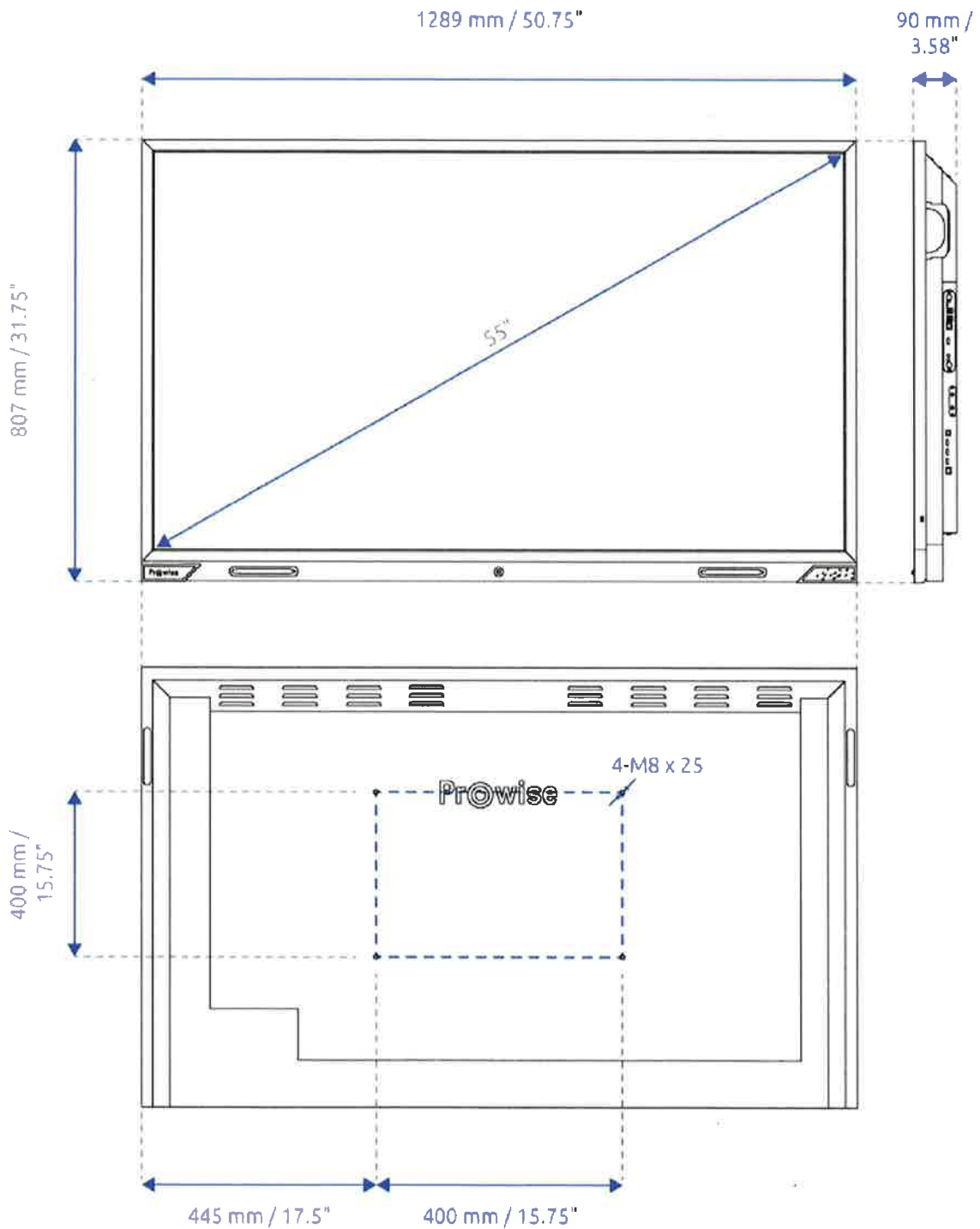
<b>Touch type</b>	55"	65"	75"	86"
Type	HApr 3	HApr 3	HApr 2	HApr 2
Multi-touch	Yes (32 points)	Yes (32 points)	Yes (20 points)	Yes (20 points)
Multi-writing	Yes (16 points)	Yes (16 points)	Yes (10 points)	Yes (10 points)
Auto-calibration	Yes	Yes	Yes	Yes
Resistant to sunlight	Yes	Yes	Yes	Yes
Supported OS	Windows 7, 8.1 & 10/Mac OS/Linux/Android and Chrome OS	Windows 7, 8.1 & 10/Mac OS/Linux/Android and Chrome OS	Windows 7, 8.1 & 10/Mac OS/Linux/Android and Chrome OS	Windows 7, 8.1 & 10/Mac OS/Linux/Android and Chrome OS
<b>Audio</b>	55"	65"	75"	86"
Speakers	2.1 sound (3 speakers)	2.1 sound (3 speakers)	2.1 sound (3 speakers)	2.1 sound (3 speakers)
Front speaker power	2 x 18W (8Ω)	2 x 18W (8Ω)	2 x 16W (8Ω)	2 x 16W (8Ω)
Sub woofer power	1 x 15W (8Ω)	1 x 15W (8Ω)	1 x 15W (8Ω)	1 x 15W (8Ω)
Dolby Audio	Yes	Yes	Yes	Yes
<b>Microphone</b>	55"	65"	75"	86"
Type	Microphone Array	Microphone Array	Microphone Array	Microphone Array
Number of Microphones	4	4	4	4
Auto Switch (Windows/Central)	Yes	Yes	Yes	Yes
<b>ProWrite</b>	55"	65"	75"	86"
Number of Pens	2	2	2	2
Multi-color Writing	Yes	Yes	Yes	Yes
Multi-size writing	Yes	Yes	Yes	Yes
<b>Special features</b>	55"	65"	75"	86"
Prowise Central	Yes	Yes	Yes	Yes
Over the Air Updates (OTA)	Yes	Yes	Yes	Yes

NFC Reader/Writer	Yes	Yes	Yes	Yes
<b>Connections</b>	55"	65"	75"	86"
HDMI 2.0	2	2	2	2
HDMI 2.0 (CEC & ARC)	1 (With CEC and ARC support)	1 (With CEC and ARC support)	1 (With CEC and ARC support)	1 (With CEC and ARC support)
Total HDMI 2.0	3	3	3	3
VGA / DVI	Optional	Optional	Optional	Optional
DisplayPort	Optional	Optional	Optional	Optional
Audio output analog	1 (3.5mm headphone Jack PJ3591 Female)	1 (3.5mm headphone Jack PJ3591 female)	1 (3.5mm headphone Jack PJ3591 female)	1 (3.5mm headphone Jack PJ3591 female)
Audio output digital	1 (RCA Composite female)	1 (RCA Composite female)	1 (RCA Composite female)	1 (RCA Composite female)
RS232 control	1 (Sub-D, 9 pins)	1 (Sub-D, 9 pins)	1 (Sub-D, 9 pins)	1 (Sub-D, 9 pins)
AV in	1 (including adapter to 3 x Composite)	1 (including adapter to 3 x Composite)	1 (including adapter to 3 x Composite)	1 (including adapter to 3 x Composite)
USB touch port	1 (USB-B female)	1 (USB-B female)	1 (USB-B female)	1 (USB-B female)
USB 2.0	2	2	2	2
USB 3.0	1	1	1	1
Wi-Fi for online updates	Yes	Yes	Yes	Yes
<b>General information</b>	55"	65"	75"	86"
Voltage	~ 100-240 V (50/60Hz)	~ 100-240 V (50/60Hz)	~ 100-240 V (50/60Hz)	~ 100-240 V (50/60Hz)
Nominal power consumption (without modules)	140W	169W	337W	389W
On mode power consumption	120W	132W	202W	265W
Stand-by power consumption	≤ 0,5 Watt	≤ 0,5 Watt	≤ 0,5 Watt	≤ 0,5 Watt
Gross weight	55 Kg / 121,25 lb	64 Kg / 141,1 lb	90 Kg / 198,42 lb	112.3 Kg / 247,58 lb
Netto weight	44 Kg / 97 lb	50 Kg / 110,23 lb	72 Kg / 158,73 lb	94 Kg / 207,23 lb
Dimensions of the screen (W x H x D)	1288.6x806.4x89.1m	1517.5x941.5x92.6m	1747.2x1074.7x106.7mm	2001x1221x116mm

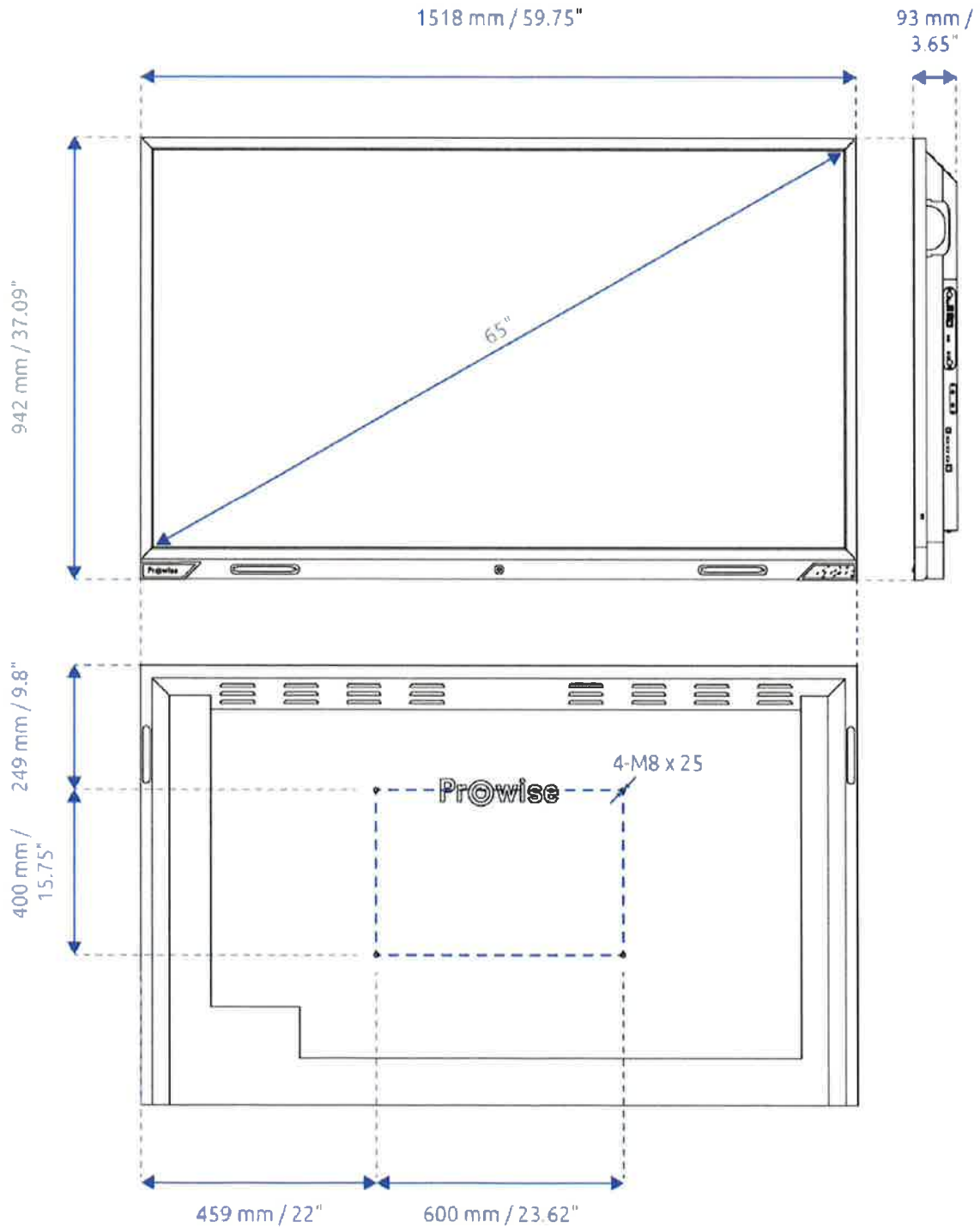


	50,73x31,74x3,51 inch	59,74x37,07x3,65 inch	68,79x42,31x4,2 inch	78,76x48,05x4,55 inch
<b>Dimensions of the packaging (W x H x D)</b>	1420x910x240mm 55,91x35,83x9,45 inch	1660x1045x240mm 65,35x41,14x9,45 inch	1895x1160x240mm 74,61x45,67x9,45 inch	2140x1310x240mm 84,25x51,57x9,45 inch
<b>VESA standard</b>	VESA 400x400 mm	VESA 400x400 mm	VESA 600x400 mm	VESA 700x400 mm
<b>Certifications</b>	CE: EMC+LVD/FCC-IC/Ro HS/UL+CB, RCM and Energy Star	CE: EMC+LVD/FCC-IC/Ro HS/UL+CB, RCM and Energy Star	CE: EMC+LVD/FCC-IC/Ro HS/UL+CB, RCM	CE: EMC+LVD/FCC-IC/Ro HS/UL+CB, RCM
<b>Warranty</b>	5 years	5 years	5 years	5 years
<b>Environmental conditions</b>	55"	65"	75"	86"
<b>Operation temperature</b>	0°C - 38°C / 32 - 100°F	0°C - 38°C / 32 - 100°F	0°C - 38°C / 32 - 100°F	0°C - 38°C / 32 - 100°F
<b>Storage temperature</b>	-20°C - 60°C / -4 - 140°F	-20°C - 60°C / -4 - 140°F	-20°C - 60°C / -4 - 140°F	-20°C - 60°C / -4 - 140°F
<b>Storage humidity</b>	10% - 90%	10% - 90%	10% - 90%	10% - 90%
<b>Operation humidity</b>	10% - 90%	10% - 90%	10% - 90%	10% - 90%

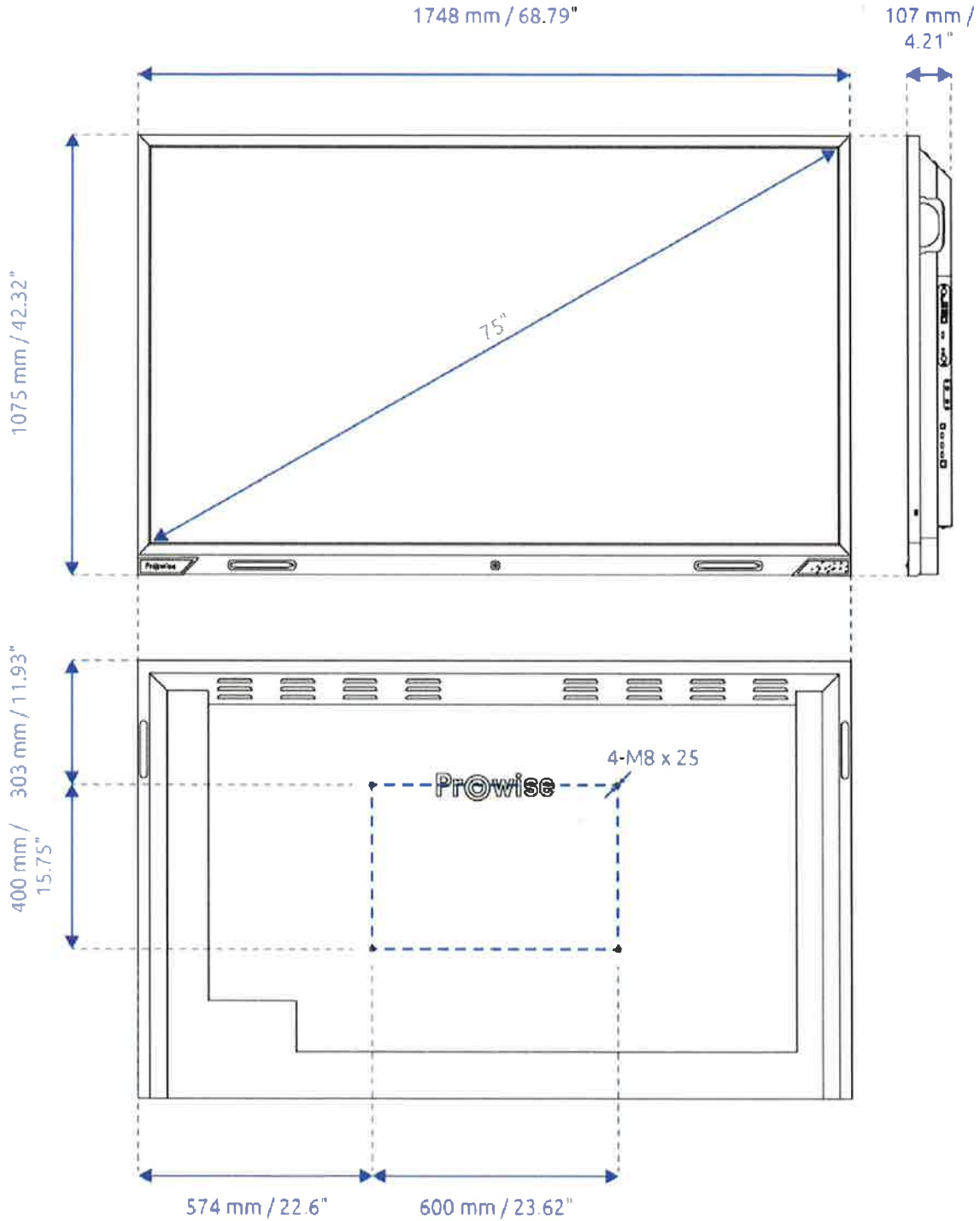
## Dimensions Prowise Touchscreen 55"



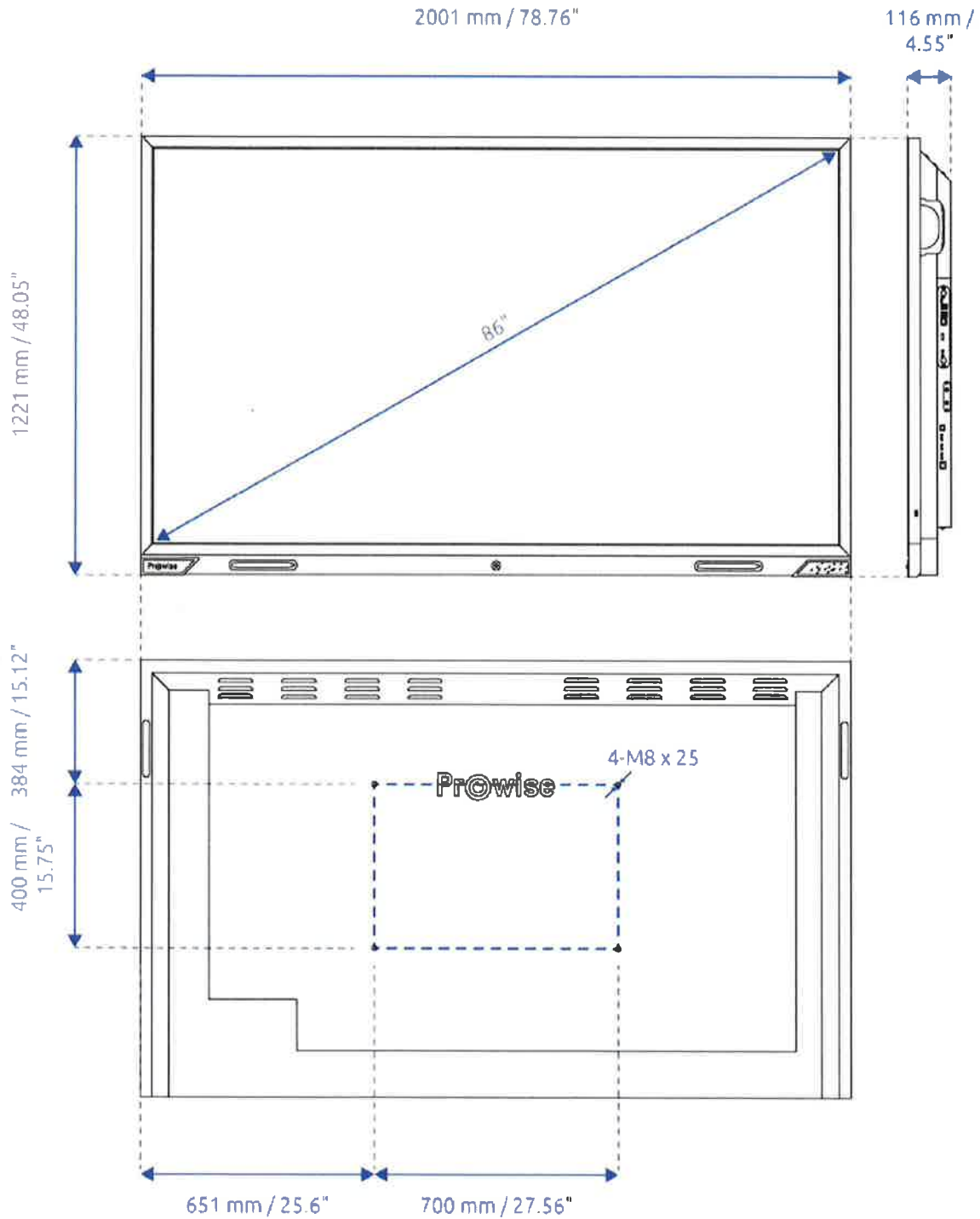
## Dimensions Prowise Touchscreen 65"



## Dimensions Prowise Touchscreen 75"



## Dimensions Prowise Touchscreen 86"





## Prowise iPro Wall Lift

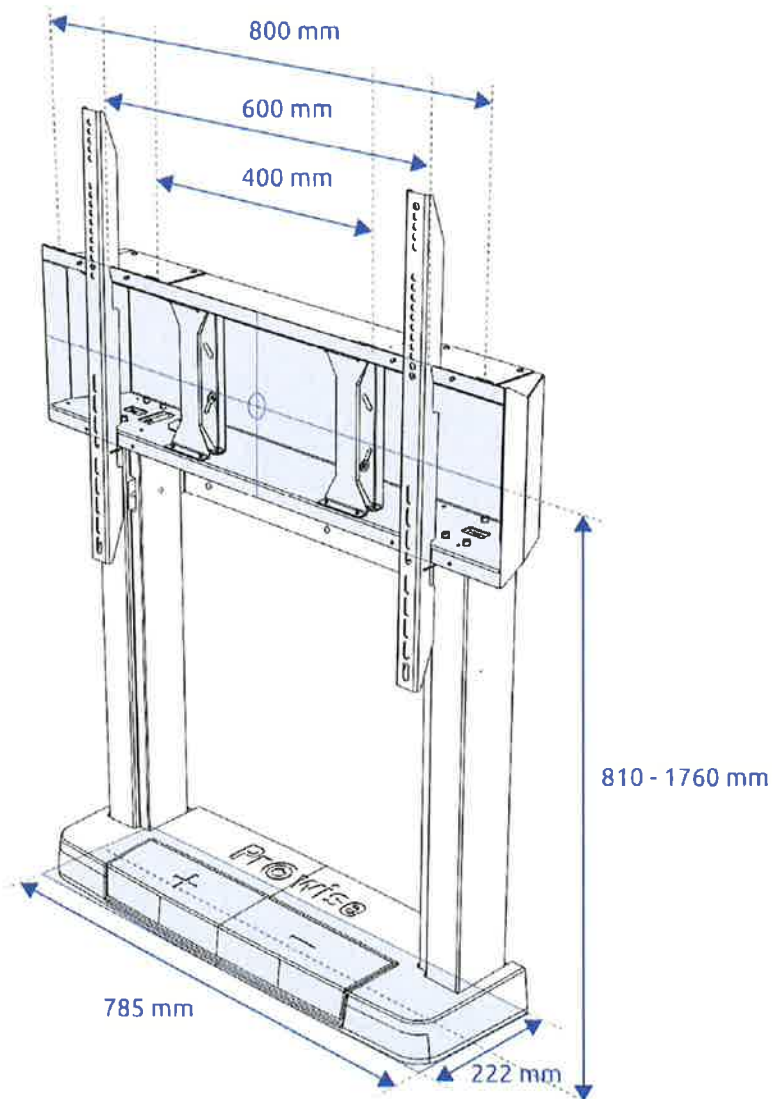
Ensure your touchscreen is always positioned at the right height with a lift system attached to the wall.



PW.1.21002.0002

Suitable for	All Prowise touchscreens, maximum dimensions VESA mount 800 x 600 mm
Dimensions ground surface (WxDxH)	785 mm x 222 mm x 71 mm
Maximum load	110 kg
Speed of the lift	38 mm /s
Power	100-240V AC 50-60Hz (universal)
Stand-by power consumption	0,1 Watt
Duty cycle columns	5%
Soft-start and soft-stop	Yes
Noise level	Low, standard < 55 dB (A)
Protection against overload (EOP)	Yes
Columns with integrated anti-collision sensors	Yes, PIEZO™ sensors
Material	Steel/ABS
Colour	Steel = RAL 9005 / ABS = RAL anthracite/black
Keyboard storage (option)	Yes, with the Prowise iPro Keyboard Tray for storing your keyboard, mouse and other accessories.
Option to place the lift at a greater distance from the wall	Yes, with the iPro Wall lift extension kit
Touchscreen control via Prowise Central	Yes, USB connection
Foot controller	Yes

Certifications	CE
Warranty	5 year
Gross weight	41 kg
Net weight	37 kg
Dimensions of the total packaging (WxDxH)	887 mm x 235 mm x 965 mm





## Prowise iPro Tilt & Toddler Lift

Adjust height and angle of the touchscreen and move it to any location. Due to the tilt option the touchscreen can also be used as a touch table. The Toddler Lift is able to descend such that even the shortest students can participate.



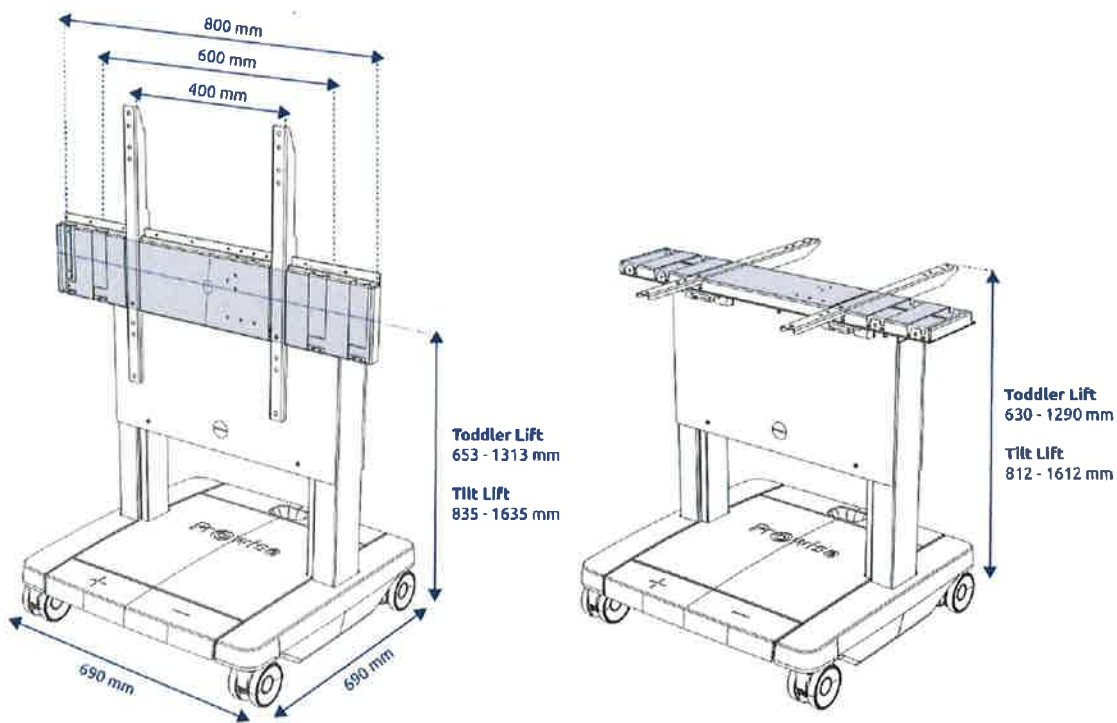
iPro Toddler Lift PW.1.21007.0002

iPro Tilt Lift PW.1.21005.0003

Suitable for	Prowise touchscreens up to 65 inch, Maximum dimension VESA mount 800 x 600 mm
Dimensions ground surface (WxDxH)	690 mm x 690 mm x 160 mm
Maximum load	75 kg
Speed of the lift	38 mm/s
Power	100-240V AC 50-60Hz (universal)
Stand-by power consumption	0,1 Watt
Duty cycle columns	5%
Soft-start and soft-stop	Yes
Noise level	Low, standard < 55 dB (A)
Protection against overload (EOP)	Yes
Columns with integrated anti-collision sensors	Yes, PIEZO™ sensors
Material	Steel/ABS
Colour	Steel = RAL 9005 / ABS = anthracite/black
Touchscreen control via Prowise Central	Yes, USB connection
Foot controller	Yes
Remote control	Yes
Wheels	Double safety wheels, Ø100 mm, made of polyamide
Certifications	CE



<b>Warranty</b>	5 year
<b>Gross weight</b>	64 kg (iPro Toddler Lift) 70 kg (iPro Tilt Lift)
<b>Net weight</b>	55 kg (iPro Toddler Lift) 61 kg (iPro Tilt Lift)
<b>Dimensions of the total packaging (WxDxH)</b>	887 mm x 712 mm x 780 mm (iPro Toddler Lift) 887 mm x 712 mm x 920 mm (iPro Tilt Lift)



# Prowise

## Lifts

With the right lift, you'll get the most out of your touchscreen. Want it to stay steady on the wall? Or do you want to tilt and move it around? Whatever you need, we have the right lift for it.



	All-in-One lift (late 2015 model)	Mobile Lift	Wall Lift
Min height vertical position	989 mm / 38.94 inches	1192 mm / 46.93 inches	1283 mm / 50.51 inches
Min height horizontal position	664 mm / 26.14 inches	N/A	N/A
Max. height vertical position	1649 mm / 64.92 inches	1852 mm / 72.91 inches	2138 mm / 84.17 inches
Max. height horizontal position	1324 mm / 52.13 inches	N/A	N/A
Measurements, ground surface	570 x 630 mm / 22.44 x 24.80 inches	570 x 630 mm / 22.44 x 24.80 inches	550 x 125 mm / 21.65 x 4.92 inches
Range	660 mm / 25.98 inches	660 mm / 25.98 Inches	675 mm / 26.57 inches
Tilt	90°	N/A	N/A
Max lift weight	75 kg / 165.35 lbs	110 kg / 242.51 lbs	110 kg / 242.51 lbs
Applies to	Prowise 42", 55" and 65"	All Prowise screens	All Prowise screens
Wheels	Swivel castor with directional lock, housing made from high grade synthetic materials with metal parts made of Stainless Steel, double ball bearing swivel head	Swivel castor with directional lock, housing made from high grade synthetic materials with metal parts made of Stainless Steel, double ball bearing swivel head	N/A
Wheel diameter	125 mm / 4.92 inches	125 mm / 4.92 inches	N/A
Power	~ 100-120 V (50/60Hz) and ~ 220-240 V (50/60Hz)	~ 100-120 V (50/60Hz) and ~ 220-240 V (50/60Hz)	~ 100-120 V (50/60Hz) and ~ 220-240 V (50/60Hz)
Stand-by power consumption	0,1 Watt	0,1 Watt	0,1 Watt
Duty cycle columns	10% ~ 6 min. of 2 minutes continuous use followed by 18 minutes not in use.	10% ~ 6 min. of 2 minutes continuous use followed by 18 minutes not in use.	10% ~ 6 min. of 2 minutes continuous use followed by 18 minutes not in use.
Duty cycle actuator	10% ~ 6 min. of 2 minutes continuous use followed by 18 minutes not in use.	N/A	N/A
Soft Start / Stop function	Yes	Yes	Yes



Noise level	Low	Low	Low
Protection against overload (EOP)	Yes	Yes	Yes
Anti-Collision TM (software)	No	No	Yes
Column with integrated anti-collision sensor	Yes	Yes	No
Materials	Steel	Steel	Steel
Color	RAL 9006 (column) and RAL 9005 (basebox)	RAL 9006 (column) and RAL 9005 (basebox)	RAL 9006
Keyboard storage included	No	Yes	Yes
UTP config-port	Yes	Yes	No
Hand control remote	Yes	No	No
Keypad	No	Yes	Yes
Certifications	GS/CE/ FCC/IC and RCM	GS/CE/ FCC/IC and RCM	GS/CE/ FCC/IC and RCM
Warranty	5 year	5 year	5 year
Gross Weight	59 kg / 130.07 lbs	64 kg / 141.1 lbs	45 kg / 99.21 lbs
Netto Weight	56 kg / 123.46 lbs	55 kg / 121.25 lbs	41 kg / 90.39 lbs
Dimensions of the total packing (W x H x D)	660 x 322 x 573 mm / 25.98 x 12.68 x 22.56 inches	972 x 574 x 715 mm / 38.27 x 22.6 x 28.15 inches	1255 x 590 x 220 mm / 49.41 x 23.23 x 8.66 inches



# Bringing the Future of Education Technology to Students Today

Prepared for:  
Magnolia Public Schools



**Interactive Displays**

**Proposal & Statement Of Work**

**Feb 2019**



## COMPANY OVERVIEW

STS Education is a technology solutions company located in Southern California with distribution facilities throughout the US. For more than 15 years STS has been providing the right technology for less money to K-12 schools and has been recognized by Inc. Magazine as one of the fastest growing privately-held companies since 2012. From Second-Life Hardware™ with a lifetime parts warranty to complete IT and Network Management solutions, STS is an upcoming industry leader with a foundation built on legendary customer service.

The roots of STS started in 2001 when then EduTech began providing schools with reconditioned computers in response to a California state initiative that granted technology funding to high schools. In 2010 EduTech merged with Pacific OneSource, under a unified goal to provide cost-effective technology solutions to classrooms nationwide. Today, STS Education is an Ed-tech company that has a curated set of purpose-built for education products, services and solutions that revolve around four areas, Operational Sustainability, Collaboration and Engagement, STEAM and Software.



# Hardware

## PROMETHEAN iSeries Panel – 65" HD & 75" 4K

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The ActivPanel i-Series is the essential interactive panel for customers looking to replace their projector-based systems with a long-term, reliable solution from the world's leading education company. Select from optional display computing, premium sound, and versatile mounting configurations as classroom needs change over time, select from optional display computing, premium sound, and versatile mounting configurations.

# Computing

## ACTIVCONNECT ANDROID OPS

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### Apps For Instruction

Launch any Android App Store to browse and download apps, games and other content to use on the ActivPanel.



### Mirroring Made Simple

Promethean's ActivCast™ App ensures you can connect Windows®, Mac OS®, iOS®, Chrome OS™ and Android™ to start mirroring.



### Share & Interact With Multimedia Content

Use a connected mobile device to receive, send, draw, or interact with digital lesson content.



### Wireless Presenting

Observe and intervene with individual work teams while mirroring lesson content from anywhere in the classroom using a mobile device.

# Accessories

## **FIXED MOBILE STAND**

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## **HEIGHT ADJUSTABLE WALL MOUNT**

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# Software

## ACTIVINSPIRE

**Empower teachers to bring lessons to life by enabling student interaction and collaboration on interactive whiteboards and interactive panels.**



### Dual Interface

Easily switch between “Primary” for young learners and “Studio” for older students.



### Support for Mathematical Equations

Use the Equation Editor to add mathematical equations into a flipchart or into questions or response options for learner response devices.



### Integrated Tools

Deliver engaging lessons on your front of the classroom display surface with Revealer, Spotlight Focus Tools, Magic Ink, Clock and Math tools



### Increased Collaboration

Dual-user input and pen and multi-touch functionality (dependent on your display surface) encourage students to engage, interact and work together

## CLASSFLOW

**Improve student engagement by facilitating the interactive and collaborative use of classroom devices, digital curriculum & assessments for learning.**



### Deliver Interactive Lessons

Engage every student by presenting and sharing interactive lesson materials such as videos, images and other digital content.



### Differentiate Instruction

Customize lesson content and delivery for individual students or different groups.



### Measure Student Learning

Assess student comprehension in the moment of learning through formative assessment and instant polling.



### Extend Learning Beyond the Classroom

Instill in students independent problem-solving skills by implementing student-centered learning models

# Services

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## Professional Development

The Promethean Professional Services team has the ability and experience to develop a customized solution for implementation, consultation and professional development. All training sessions are designed to engage educators in professional learning that is guided by their needs and requirements to help them seamlessly integrate technology into curriculum and instruction. Promethean Professional Services provides a suite of offerings that will guide you through effective instruction with your Promethean solution. Each implementation begins with a pre-consultation to ensure your educators are receiving courses that will impact their everyday teaching.

- Standards Driven – Aligned to National and Regional Standards.
- Maximize Return on Investment – Informed and inspired teachers utilizing technology to the fullest capacity add to the value of that technology, leading to greater student engagement and greater student achievement.
- Applicable – Consultants provide customized professional services that enable national, regional and local educational institutions reach their goals and initiatives.

Education Consultants will align all training to the district goals, provide quarterly updates on training progress, provide metrics on training outcomes and stay in constant contact with the district on a day-to-day basis making sure both parties are aligned and expectations are being met.

## Maintenance & Technical Support

Phone and online technical support available at no charge and with no time limits directly through Promethean.

The Promethean products should not require any annual maintenance. Any product issues are covered under the Manufacturers Warranty. Detailed Warranty Information can be Found Here: <https://www.prometheanworld.com/products/warranty-activcare>



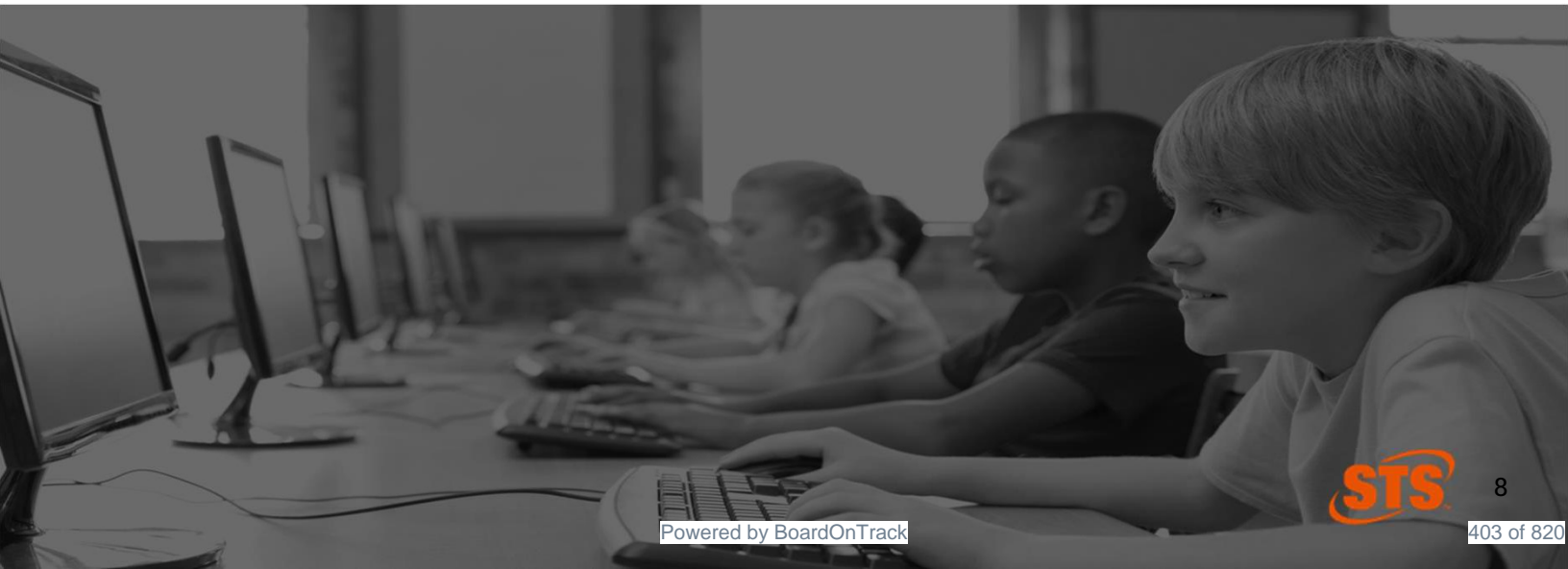
# Estimated Timeline for Delivery and Install

---

ActivPanels and Wall Mounts/Mobile Stands can be delivered 2 weeks after order is processed with STS Education depending on the availability and need of Magnolia Public Schools. STS Education will be available for Installation between the dates of March 15<sup>th</sup>, 2019 - March 30<sup>th</sup>, 2019 as specified by Magnolia Public Schools.

## Example Timeline

- **03/22/19**- Order received by STS Education
- **04/05/19**- ActivPanels, Wall Mounts, and Mobile Stands delivered to Magnolia Public Schools.
- **04/08/19-04/22/2019**- Deployment and Installation of ActivPanels



## iSeries Pricing – 75" with Adj Wall Mount

Magnolia Science Academy 1	Price/Unit	Total
Promethean iSeries 75" 4K (20)	\$3,099.00	\$61,980.00
ActivPanel Adjustable Wall Mount (20)	\$599.00	\$11,980.00
Extended 5 Year Onsite Warranty	Included	
ClassFlow Lesson Delivery Software	Included	
ActivInspire Lesson Building Platform	Included	
Professional Development	Unlimited	
Shipping	Included	
Wall Mount Installation (20)	\$425.00	\$8,500.00
CA Environmental Waste Fee (20)	\$7.00	\$140.00
Tax	\$7,026.20	
<b>Total</b>	<b>\$89,626.20</b>	

Magnolia Science Academy 8	Price/Unit	Total
Promethean iSeries 75" 4K (6)	\$3,099.00	\$18,594.00
ActivPanel Adjustable Wall Mount (6)	\$599.00	\$3,594.00
Extended 5 Year Onsite Warranty	Included	
ClassFlow Lesson Delivery Software	Included	
ActivInspire Lesson Building Platform	Included	
Professional Development	Unlimited	
Shipping	Included	
Wall Mount Installation (6)	\$425.00	\$2,550.00
CA Environmental Waste Fee (6)	\$7.00	\$42.00
Tax	\$2,107.86	
<b>Total</b>	<b>\$26,887.86</b>	

## iSeries Pricing – 75" with Fixed Stand

<b>Magnolia Science Academy 1</b>	<b>Price/Unit</b>	<b>Total</b>
Promethean iSeries 75" 4K (20)	\$3,099.00	\$61,980.00
ActivPanel Fixed Mobile Stand (20)	\$429.00	\$8,580.00
Extended 5 Year Onsite Warranty	Included	
ClassFlow Lesson Delivery Software	Included	
ActivInspire Lesson Building Platform	Included	
Professional Development	Unlimited	
Shipping	Included	
Fixed Stand Installation/Deployment (20)	\$225.00	\$4,500.00
CA Environmental Waste Fee (20)	\$7.00	\$140.00
Tax		\$6,703.20
<b>Total</b>		<b>\$81,903.20</b>

<b>Magnolia Science Academy 8</b>	<b>Price/Unit</b>	<b>Total</b>
Promethean iSeries 75" 4K (6)	\$3,099.00	\$18,594.00
ActivPanel Fixed Mobile Stand (6)	\$429.00	\$2,574.00
Extended 5 Year Onsite Warranty	Included	
ClassFlow Lesson Delivery Software	Included	
ActivInspire Lesson Building Platform	Included	
Professional Development	Unlimited	
Shipping	Included	
Fixed Stand Installation/Deployment (6)	\$225.00	\$1,350.00
CA Environmental Waste Fee (6)	\$7.00	\$42.00
Tax		\$2,010.96
<b>Total</b>		<b>\$24,570.96</b>

## iSeries Pricing – 65" with Adj Wall Mount

<b>Magnolia Science Academy 1</b>	<b>Price/Unit</b>	<b>Total</b>
Promethean iSeries 65" HD (20)	\$2,099.00	\$41,980.00
ActivPanel Adjustable Wall Mount (20)	\$599.00	\$11,980.00
Extended 5 Year Onsite Warranty		Included
ClassFlow Lesson Delivery Software		Included
ActivInspire Lesson Building Platform		Included
Professional Development		Unlimited
Shipping		Included
Wall Mount Installation (20)	\$425.00	\$8,500.00
CA Environmental Waste Fee (20)	\$7.00	\$140.00
Tax		\$5,126.20
<b>Total</b>		<b>\$67,726.20</b>
<b>Magnolia Science Academy 8</b>	<b>Price/Unit</b>	<b>Total</b>
Promethean iSeries 65" HD (6)	\$2,099.00	\$12,594.00
ActivPanel Adjustable Wall Mount (6)	\$599.00	\$3,594.00
Extended 5 Year Onsite Warranty		Included
ClassFlow Lesson Delivery Software		Included
ActivInspire Lesson Building Platform		Included
Professional Development		Unlimited
Shipping		Included
Wall Mount Installation (6)	\$425.00	\$2,550.00
CA Environmental Waste Fee (6)	\$7.00	\$42.00
Tax		\$1,537.86
<b>Total</b>		<b>\$20,317.86</b>

## iSeries Pricing – 65" with Fixed Stand

<b>Magnolia Science Academy 1</b>	<b>Price/Unit</b>	<b>Total</b>
Promethean iSeries 65" HD (20)	\$2,099.00	\$41,980.00
ActivPanel Fixed Mobile Stand (20)	\$429.00	\$8,580.00
Extended 5 Year Onsite Warranty	Included	
ClassFlow Lesson Delivery Software	Included	
ActivInspire Lesson Building Platform	Included	
Professional Development	Unlimited	
Shipping	Included	
Fixed Stand Installation/Deployment (20)	\$225.00	\$4,500.00
CA Environmental Waste Fee (20)	\$7.00	\$140.00
Tax	\$4,803.20	
<b>Total</b>	<b>\$60,003.20</b>	
<b>Magnolia Science Academy 8</b>	<b>Price/Unit</b>	<b>Total</b>
Promethean iSeries 65" HD (6)	\$2,099.00	\$12,594.00
ActivPanel Fixed Mobile Stand (6)	\$429.00	\$2,574.00
Extended 5 Year Onsite Warranty	Included	
ClassFlow Lesson Delivery Software	Included	
ActivInspire Lesson Building Platform	Included	
Professional Development	Unlimited	
Shipping	Included	
Fixed Stand Installation/Deployment (6)	\$225.00	\$1,350.00
CA Environmental Waste Fee (6)	\$7.00	\$42.00
Tax	\$1,440.96	
<b>Total</b>	<b>\$18,000.96</b>	

# Installation Pricing

<b>Magnolia Science Academy 1</b>	<b>Price/Unit</b>
Fixed Stand Installation/Deployment	\$225.00
Wall Mount Installation	\$425.00

<b>Magnolia Science Academy 8</b>	<b>Price/Unit</b>
Fixed Stand Installation/Deployment	\$225.00
Wall Mount Installation	\$425.00





# The Right Technology



**Jeremy Gilbert | K12 Consultant**  
866-499-2580 • [jeremy.gilbert@stseducation-us.com](mailto:jeremy.gilbert@stseducation-us.com)

[www.schooltechsupply.com](http://www.schooltechsupply.com)

Powered by BoardOnTrack

# Promethean®

March 5, 2019

Magnolia Public Schools  
250 E. 1<sup>st</sup> Street, Suite 1500  
Los Angeles, CA 90012

Re: RFP for Magnolia Science Academy-1 and Magnolia Science Academy-8  
Interactive Displays 2019

To Whom it May Concern:

Pursuant to the above-referenced RFP, this letter is to certify that Pacific OneSource Inc dba STS education ("STS education") is an authorized reseller of Promethean products in the state of California. This authorization is valid through March 5, 2020.

If you have any questions regarding STS education's ability to sell Promethean products, please do not hesitate to contact us.

Sincerely,



Chris Williams  
Head of Channels, Americas Market  
Promethean, Inc.  
[Chris.Williams@prometheanworld.com](mailto:Chris.Williams@prometheanworld.com)

CC: Steve Omlor  
Shawn Runner  
Eric Sweet  
Tanya Hague  
Denise Bashaw  
Kathryn Wolf  
Nicole Blair



# ProColor 652

Touch technology and collaboration are brought to life with the brilliance of our 4K ultra high-definition LCD flat panel Android display.



## Features

- Up to 20 single-point users or 10 dual-touch and gestures users with Touch 360° interactivity, driving collaborative learning to a new level.\*
- Built-in Android OS for touch control plus Whiteboard app.
- 4K video resolution (3,840 x 2,160).
- LED backlighting for energy efficiency.
- Includes MimioStudio™ classroom software with 3-device MimioMobile™ license.

\* Multi-touch available on Windows systems. Mac and Linux are single touch.

To learn more, visit [boxlight.com/procolor](http://boxlight.com/procolor) or call 866.972.1549.



## Options

- Internal Windows 10 PC (available with Intel i5 or i7)
- Wall mount
- Wi-Fi module

## Specifications

Dimensions and Weight	
Overall Dimensions (W x H x D)	1,522 mm x 944 mm x 98 mm (61.1 in. x 37.2 in. x 3.9 in.)
Net Weight	46kg (101.4 lb.)
Packaged Dimensions (W x H x D)	1,697 mm x 1,071 mm x 220 mm (66.8 in. x 42.2 in. x 8.7 in.)
Gross Weight	57 kg (126 lb.)
Effective Screen Size (W x H)	1,428 mm x 803 mm (56.24 in. x 31.63 in.)
Active Screen Size (Diagonal)	65 in.
Image	
Display Format Native Resolution	3,840 x 2,160
Aspect Ratio	16:9
Picture Response Time (Gray to Gray)	8 ms
Refresh Frequency	60 Hz
Pixel Pitch	0.496 mm x 0.372 mm
Pixel Density	68.3 DPI (dots per inch)
Panel Resolution	3,840 x 2,160
Display Colors	1.07 B (10-bit)
Brightness (typical)	350 nits
Contrast Ratio	1,200:1

To learn more, visit [boxlight.com/procolor](http://boxlight.com/procolor) or call 866.972.1549.



Viewing Angle	Hor. 178°, Ver. 178°
Backlight Life (estimated)	50,000 hours
<b>Touch Tracking</b>	
Tracking Technology	Touch 360° Infrared
Touch Points Operating Systems	20-touch: Windows 7+ Single touch: Mac OS 10.8+, Linux, Chrome
Touch Tool	Stylus, finger (even if gloved), or solid object
Tracking Accuracy	+/-2mm (0 in.)
Tracking Read Speed	>125 frames/s
Tracking Response Time	12 ms
Tracking Points	32,767 x 32,767
<b>Safety</b>	
Anti-Glare Glass	Yes
Protective Glass	4 mm tempered glass Level 7 Mohs
<b>Connections</b>	
Input/Output	<p>Input:</p> <ul style="list-style-type: none"> <li>- VGA x 1</li> <li>- HDMI-4K V1.4 x 2</li> <li>- HDMI-4K V2.0 x 1</li> <li>- PC audio x 1</li> <li>- DisplayPort x 1</li> </ul> <p>Output:</p> <ul style="list-style-type: none"> <li>- HDMI x 1</li> <li>- Earphone out x 1</li> <li>- Digital audio output coax x 1</li> </ul> <p>USB:</p> <ul style="list-style-type: none"> <li>- USB 2.0 x 4 (2 in front, 1 on side, 1 on the bottom)</li> <li>- USB 3.0 x 2 (1 in front, 1 on side)</li> <li>- USB 2.0 Type-B for touch control (on side)</li> <li>- RS-232 x 1</li> <li>- LAN RJ-45 x 1</li> </ul>

To learn more, visit [boxlight.com/procolor](http://boxlight.com/procolor) or call 866.972.1549.



Audio	
Output	12 W x 2
Sound System	Stereo
Equalizer	Yes
Sound Status Memory	Yes
Balance	Yes
Environmental	
Storage Temperature	-20° to 60° C (-4° to 140° F)
Storage Humidity	10% to 90%
Operating Temperature	0° to 40° C (32° to 104° F)
Operating Humidity	10% to 90%
Power Requirement	100–240 VAC 60/50 Hz
Power Consumption (Operating)	265 W
Power Consumption (Sleep Mode)	<0.5 W
Mount	
Mounting Screw Size	M8 x 25 mm
VESA Form Factor	600 x 400 mm
Accessories	
HDMI Cable	1 x 3 m
AC Power Cable	1 x 3 m
USB Cable	1 x 5 m

To learn more, visit [boxlight.com/procolor](http://boxlight.com/procolor) or call 866.972.1549.



Passive Stylus	3 x magnetic
Remote Control	1 (with batteries)
Wall Mount	Optional
Internal PC Module	Optional
<b>Android</b>	
Version	Android 5.1 "Jelly Bean"
CPU	ARM Cortex A53 Dual Core
GPU	Quad Core
RAM	2 GB
ROM	16 GB

## What's in the box:

### Hardware

- Magnetic stylus x 3
- Remote control with batteries

### Documentation

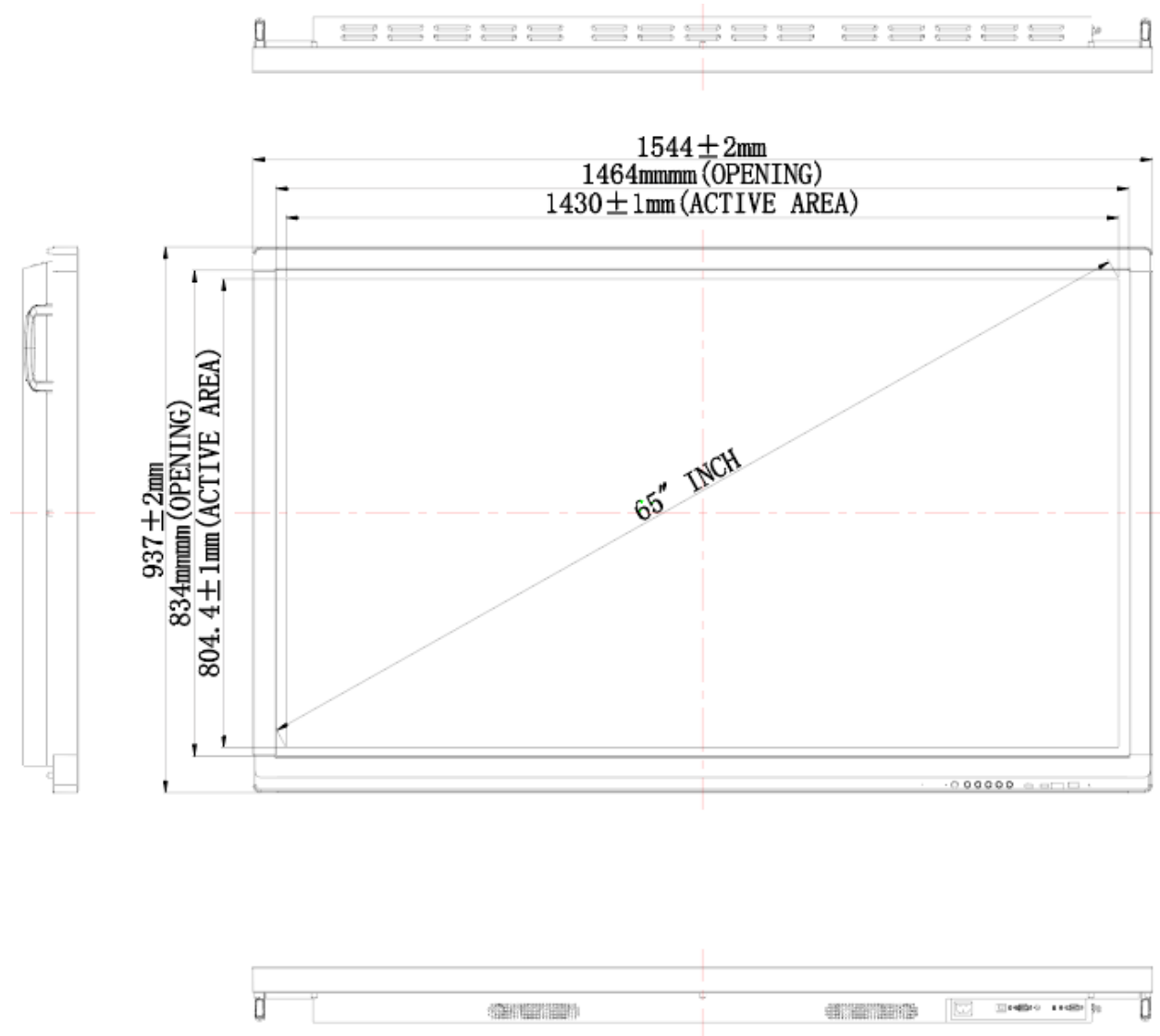
- MimioStudio license
- Warranty card
- QuickStart Guide

### Cables

- HDMI cable (3 m)
- USB A-to-B for touch (5 m)
- US power cord (3 m)



## Drawings

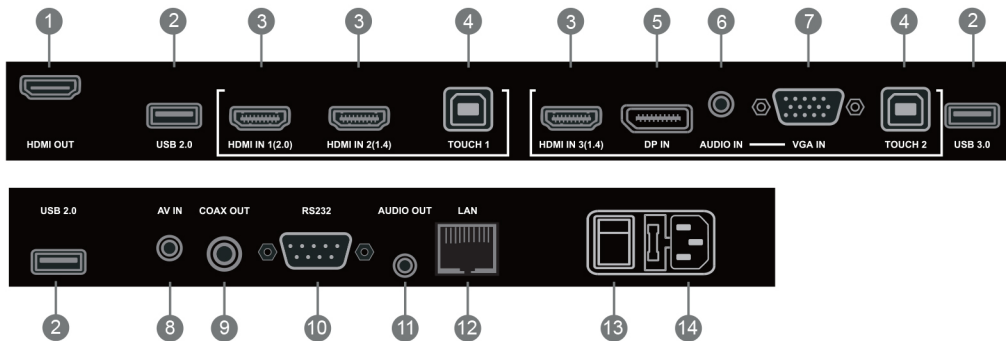


To learn more, visit [boxlight.com/procolor](http://boxlight.com/procolor) or call 866.972.1549.





# Connections



Items	Function description
① HDMI OUT	Displays whatever is on the screen, including Android annotation.
② USB	Connect USB devices such as mobile hard disk, U disk, USB keyboard and mouse, USB drives, etc.
③ HDMI IN	HDMI input
④ TOUCH	Touch signal output for connection to external computer
⑤ DP	DisplayPort input
⑥ AUDIO IN	Line level audio input
⑦ VGA IN	VGA input
⑧ AV IN	Composite video + audio input - 3.5mm 4-conductor
⑨ COAX OUT	Digital audio output - "RCA" connector
⑩ RS-232	Control interface
⑪ AUDIO OUT	Output to an external amplifier and speaker
⑫ LAN	RJ-45 connector
⑬ AC SWITCH	Master power switch
⑭ AC IN	AC power input

HDMI = High-definition multimedia interface

Specifications are subject to change without notice.

To learn more, visit [boxlight.com/procolor](http://boxlight.com/procolor) or call 866.972.1549.



# ProColor 752U

Students will see everything with Boxlight's vibrant 75" ProColor interactive LCD flat panel Android display. Touch technology and collaboration are brought to life with the brilliance of 4K ultra high-definition.



## Features

- 75" interactive flat panel display.
- Up to 20 single-point users or 10 dual-touch and gestures users with Touch 360° interactivity, driving collaborative learning to a new level.\*
- Built-in Android OS for touch control plus Whiteboard app.
- 4K video resolution (3,840 x 2,160).
- LED backlighting for energy efficiency.
- Includes MimioStudio™ classroom software with 3-device MimioMobile™ license.

\* Multi-touch available on Windows systems. Mac and Linux are single touch.

To learn more, visit [boxlight.com/procolor](http://boxlight.com/procolor) or call 866.972.1549.



## Options

- Internal Windows 10 PC (available with Intel i5 or i7)
- Wall mount
- Android module
- Wi-Fi module

## Specifications

Dimensions and Weight	
Overall Dimensions (W x H x D)	1,764 mm x 1,043 mm x 100 mm (69.5 in. x 41.1 in. x 3.9 in.)
Net Weight	58 kg (127.7 lb.)
Packaged Dimensions (W x H x D)	1,913 mm x 1,225 mm x 280 mm (75.3 in. x 48.2 in. x 11.0 in.)
Gross Weight	82 kg (180.8 lb.)
Effective Screen Size (W x H)	1,650 mm x 928 mm (65.0 in. x 36.5 in.)
Active Screen Size (Diagonal)	75 in.
Image	
Display Format Native Resolution	3,840 x 2,160
Aspect Ratio	16:9
Picture Response Time (Gray to Gray)	8 ms
Refresh Frequency	60 Hz
Pixel Pitch	0.43 mm x 0.43 mm
Pixel Density	59.1 DPI (dots per inch)
Panel Resolution	3,840 x 2,160
Display Colors	1.07 B (10-bit)

To learn more, visit [boxlight.com/procolor](http://boxlight.com/procolor) or call 866.972.1549.



Brightness (typical)	350 nits
Contrast Ratio	1,200:1
Viewing Angle	Hor. 178°, Ver. 178°
Backlight Life (estimated)	50,000 hours
<b>Touch Tracking</b>	
Tracking Technology	Touch 360° Infrared
Touch Points Operating Systems	20-touch: Windows 7+ Single touch: Mac OS 10.8+, Linux, Chrome
Touch Tool	Stylus, finger (even if gloved), or solid object
Tracking Accuracy	+/-2mm (0 in.)
Tracking Read Speed	>125 frames/s
Tracking Response Time	12 ms (typical)
Tracking Points	32,767 x 32,767
<b>Safety</b>	
Anti-Glare Glass	Yes
Protective Glass	4 mm tempered glass Level 7 Mohs
<b>Connections</b>	
Input/Output	Input: - VGA x 1 - HDMI-4K V1.4 x 2 - HDMI-4K V2.0 x 1 - PC audio x 1 - DisplayPort x 1 Output: - HDMI x 1 - Earphone out x 1 - Digital audio output coax x 1 USB: - USB 2.0 x 4 (2 in front, 1 on side, 1 on the bottom) - USB 3.0 x 2 (1 in front, 1 on side)

To learn more, visit [boxlight.com/procolor](http://boxlight.com/procolor) or call 866.972.1549.



	<ul style="list-style-type: none"> <li>- USB 2.0 Type-B for touch control (on side)</li> </ul> Control/Network: <ul style="list-style-type: none"> <li>- RJ45/LAN x 1 (bottom)</li> <li>- RS232 x 1 (bottom)</li> </ul>
Audio	
Output	12 W x 2
Sound System	Stereo
Equalizer	Yes
Sound Status Memory	Yes
Balance	Yes
Environmental	
Storage Temperature	-20° to 60° C (-4° to 122° F)
Storage Humidity	10% to 90%
Operating Temperature	0° to 40° C (32° to 104° F)
Operating Humidity	10% to 90%
Power Requirement	100–240 VAC 60/50 Hz
Power Consumption (Operating)	400 W
Power Consumption (Sleep Mode)	<0.5 W
Mount	
Mounting Screw Size	M8 x 25 mm
VESA Form Factor	800 by 400 mm
Accessories	
HDMI Cable	1 x 3 m
AC Power Cable	1 x 3 m

To learn more, visit [boxlight.com/procolor](http://boxlight.com/procolor) or call 866.972.1549.



USB Cable	1 x 5 m
Passive Stylus	3 x magnetic
Remote Control	1 (with batteries)
Wall Mount	Optional
Internal PC Module	Optional
<b>Android</b>	
Version	Android 5.1 "Jelly Bean"
CPU	ARM Cortex A53 Dual Core
GPU	Quad Core
RAM	2 GB
ROM	16 GB

## What's in the box:

### Hardware

- Magnetic stylus x 3
- Remote control with batteries

### Documentation

- MimioStudio license
- Warranty card
- QuickStart Guide

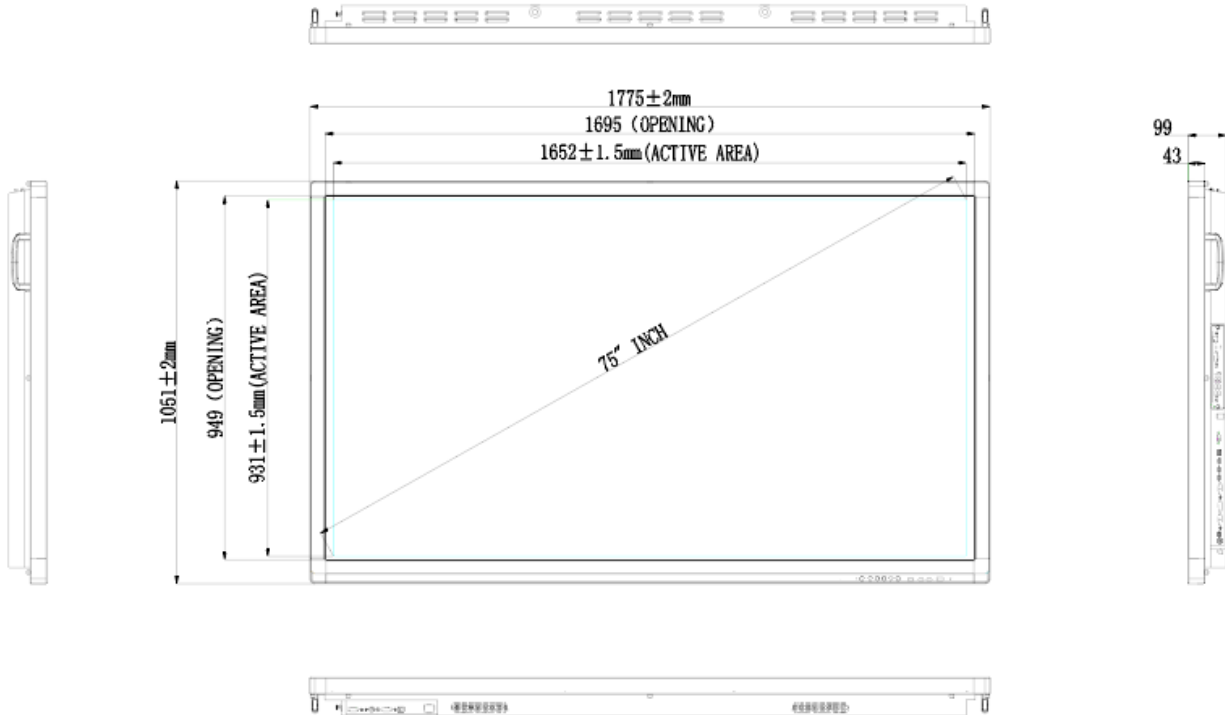
### Cables

- HDMI cable (3 m)
- USB A-to-B for touch (5 m)
- US power cord (3 m)

To learn more, visit [boxlight.com/procolor](http://boxlight.com/procolor) or call 866.972.1549.



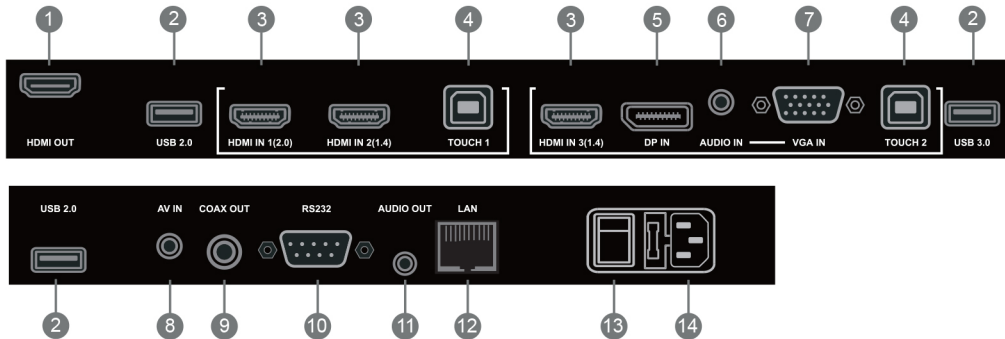
## Drawings



To learn more, visit [boxlight.com/procolor](http://boxlight.com/procolor) or call 866.972.1549.



## Connections



Items	Function description
1 HDMI OUT	Displays whatever is on the screen, including Android annotation.
2 USB	Connect USB devices such as mobile hard disk, U disk, USB keyboard and mouse, USB drives, etc.
3 HDMI IN	HDMI input
4 TOUCH	Touch signal output for connection to external computer
5 DP	DisplayPort input
6 AUDIO IN	Line level audio input
7 VGA IN	VGA input
8 AV IN	Composite video + audio input - 3.5mm 4-conductor
9 COAX OUT	Digital audio output - "RCA" connector
10 RS-232	Control interface
11 AUDIO OUT	Output to an external amplifier and speaker
12 LAN	RJ-45 connector
13 AC SWITCH	Master power switch
14 AC IN	AC power input

HDMI = High-definition multimedia interface

Specifications are subject to change without notice.

To learn more, visit [boxlight.com/procolor](http://boxlight.com/procolor) or call 866.972.1549.





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31805 Temecula Pkwy  
#224  
Temecula, CA 92592

Quote Number Q420110293

February 4, 2019

**QUOTED TO****TROXELL CONTACT**Account: Magnolia Public Schools  
Contact: Rasul Monoshev  
Address: 250 East First St, Suite 1500  
Los Angeles, CA 90012Account Executive: Steven Houser  
Email: steven.houser@trox.com  
Phone: (323)333-4285  
Fax: (818)614-3193

Ref: MSA-1 &amp; MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30

FOB Destination

Customer # 99999

Expires 05/07/19

Item #	Description	Unit Price	Qty	Ext. Price
1	<b>BXL BXLPROCOLOR652U</b> PROCOLOR 65IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 5-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP6560.	1725.00	20	34500.00
2	<b>TRT TRTHOVMOUNT</b> DIVERSITRACK FLAT PANEL MOUNT HEIGHT ADJ 5-YEAR WARRANTY.	384.00	20	7680.00

Thank You,

Taxable Amount	<b>Subtotal</b>	<b>42180.00</b>
<b>42180.00</b>	@ 9.500 % Tax	<b>4007.10</b>
	<b>Total</b>	<b>46187.10</b>

Steven Houser  
Account ExecutiveDon't forget we are a great source for mounting hardware, screens, replacement lamps, carts, cables, etc...  
**WE CAN HELP YOU ACHIEVE YOUR GOALS!**



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31805 Temecula Pkwy  
#224  
Temecula, CA 92592

Quote Number Q420110294

February 4, 2019

**QUOTED TO****TROXELL CONTACT**Account: Magnolia Public Schools  
Contact: Rasul Monoshev  
Address: 250 East First St, Suite 1500  
Los Angeles, CA 90012Account Executive: Steven Houser  
Email: steven.houser@trox.com  
Phone: (323)333-4285  
Fax: (818)614-3193

Ref: MSA-1 &amp; MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30

FOB Destination

Customer # 99999

Expires 05/07/19

Item #	Description	Unit Price	Qty	Ext. Price
1	<b>BXL BXLPROCOLOR752U</b> PROCOLOR 75IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 7-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP7550.	2239.00	20	44780.00
2	<b>PMI PMIP5080T</b> TILTING LOW PROFILE FLAT PANEL MOUNT LIFETIME WARRANTY.	118.00	20	2360.00

Thank You,

Taxable Amount	<b>Subtotal</b>	<b>47140.00</b>
<b>47140.00</b>	@ 9.500 % Tax	<b>4478.30</b>
	<b>Total</b>	<b>51618.30</b>

Steven Houser  
Account ExecutiveDon't forget we are a great source for mounting hardware, screens, replacement lamps, carts, cables, etc...  
**WE CAN HELP YOU ACHIEVE YOUR GOALS!**



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31805 Temecula Pkwy  
#224  
Temecula, CA 92592

Quote Number Q420110295

February 4, 2019

**QUOTED TO****TROXELL CONTACT**Account: Magnolia Public Schools  
Contact: Rasul Monoshev  
Address: 250 East First St,Suite 1500  
Los Angeles, CA 90012Account Executive: Steven Houser  
Email: steven.houser@trox.com  
Phone: (323)333-4285  
Fax: (818)614-3193

Ref: MSA-1 &amp; MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30

FOB Destination

Customer # 99999

Expires 05/07/19

Item #	Description	Unit Price	Qty	Ext. Price
1	<b>BXL BXLPROCOLOR652U</b> PROCOLOR 65IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 5-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP6560.	1725.00	20	34500.00
2	<b>LUX LUXFP1000</b> ADJUSTABLE HEIGHT ROLLING STAND FOR 65" IFP PRODUCT LIFETIME WARRANTY.	105.00	20	2100.00

Thank You,

Taxable Amount	<b>Subtotal</b>	<b>36600.00</b>
<b>36600.00</b>	@ 9.500 % Tax	<b>3477.00</b>
	<b>Total</b>	<b>40077.00</b>

Steven Houser  
Account ExecutiveDon't forget we are a great source for mounting hardware, screens, replacement lamps, carts, cables, etc...  
**WE CAN HELP YOU ACHIEVE YOUR GOALS!**



Audio•Video•Sales•Design•Service•Installation

31805 Temecula Pkwy  
#224  
Temecula, CA 92592

Quote Number Q420110298

February 5, 2019

**QUOTED TO** **TROXELL CONTACT**

Account: Magnolia Public Schools  
Contact: Rasul Monoshev  
Address: 250 East First St,Suite 1500  
Los Angeles, CA 90012

Account Executive: Steven Houser  
Email: steven.houser@trox.com  
Phone: (323)333-4285  
Fax: (818)614-3193

Ref: MSA-1 & MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30      FOB Destination      Customer # 99999      Expires 05/08/19

Item #	Description	Unit Price	Qty	Ext. Price
1	<b>BXL BXLPROCOLOR752U</b> PROCOLOR 75IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 7-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP7550.	2239.00	20	44780.00
-----				
2	<b>LUX LUXFP4000</b> ADJUSTABLE HEIGHT ROLLING STAND FOR 75" IFP LIFETIME WARRANTY.	258.00	20	5160.00
-----				

Thank You,

Taxable Amount	<b>Subtotal</b>	<b>49940.00</b>
<b>49940.00</b>	@ 9.500 % Tax	<b>4744.30</b>
	<b>Total</b>	<b>54684.30</b>

**Steven Houser**  
Account Executive

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31805 Temecula Pkwy  
#224  
Temecula, CA 92592

Quote Number Q420110299

February 5, 2019

**QUOTED TO****TROXELL CONTACT**Account: Magnolia Public Schools  
Contact: Rasul Monoshev  
Address: 250 East First St, Suite 1500  
Los Angeles, CA 90012Account Executive: Steven Houser  
Email: steven.houser@trox.com  
Phone: (323)333-4285  
Fax: (818)614-3193

Ref: MSA-1 &amp; MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30

FOB Destination

Customer # 99999

Expires 05/08/19

Item #	Description	Unit Price	Qty	Ext. Price
1	<b>BXL BXLPROCOLOR652U</b> PROCOLOR 65IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 5-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP6560.	1725.00	6	10350.00
2	<b>TRT TRTHOVMOUNT</b> DIVERSITRACK FLAT PANEL MOUNT HEIGHT ADJ 5-YEAR WARRANTY.	384.00	6	2304.00

Thank You,

Taxable Amount	<b>Subtotal</b>	<b>12654.00</b>
<b>12654.00</b>	@ 9.500 % Tax	<b>1202.13</b>
	<b>Total</b>	<b>13856.13</b>

Steven Houser  
Account ExecutiveDon't forget we are a great source for mounting hardware, screens, replacement lamps, carts, cables, etc...  
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31805 Temecula Pkwy  
#224  
Temecula, CA 92592

Quote Number Q420110300

February 5, 2019

**QUOTED TO** **TROXELL CONTACT**

Account: Magnolia Public Schools  
Contact: Rasul Monoshev  
Address: 250 East First St,Suite 1500  
Los Angeles, CA 90012

Account Executive: Steven Houser  
Email: steven.houser@trox.com  
Phone: (323)333-4285  
Fax: (818)614-3193

Ref: MSA-1 & MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30      FOB Destination      Customer # 99999      Expires 05/08/19

Item #	Description	Unit Price	Qty	Ext. Price
1	<b>BXL BXLPROCOLOR752U</b> PROCOLOR 75IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 7-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP7550.	2239.00	6	13434.00
-----				
2	<b>PMI PMIP5080T</b> TILTING LOW PROFILE FLAT PANEL MOUNT UP TO 300LBS LIFETIME WARRANTY	118.00	6	708.00
-----				

Thank You,

Taxable Amount	<b>Subtotal</b>	<b>14142.00</b>
<b>14142.00</b>	@ 9.500 % Tax	<b>1343.49</b>
	<b>Total</b>	<b>15485.49</b>

**Steven Houser**  
Account Executive

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31805 Temecula Pkwy  
#224  
Temecula, CA 92592

Quote Number Q420110301

February 5, 2019

**QUOTED TO****TROXELL CONTACT**Account: Magnolia Public Schools  
Contact: Rasul Monoshev  
Address: 250 East First St,Suite 1500  
Los Angeles, CA 90012Account Executive: Steven Houser  
Email: steven.houser@trox.com  
Phone: (323)333-4285  
Fax: (818)614-3193

Ref: MSA-1 &amp; MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30

FOB Destination

Customer # 99999

Expires 05/08/19

Item #	Description	Unit Price	Qty	Ext. Price
1	<b>BXL BXLPROCOLOR652U</b> PROCOLOR 65IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 5-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP6560.	1725.00	6	10350.00
2	<b>LUX LUXFP1000</b> ADJUSTABLE HEIGHT ROLLING STAND FOR 65" IFP LIFETIME WARRANTY.	105.00	6	630.00

Thank You,

Steven Houser  
Account Executive

<b>Total</b>	10980.00
<b>Plus Applicable Tax</b>	

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31805 Temecula Pkwy  
#224  
Temecula, CA 92592

Quote Number Q420110302

February 5, 2019

**QUOTED TO** **TROXELL CONTACT**

Account: Magnolia Public Schools  
Contact: Rasul Monoshev  
Address: 250 East First St,Suite 1500  
Los Angeles, CA 90012

Account Executive: Steven Houser  
Email: steven.houser@trox.com  
Phone: (323)333-4285  
Fax: (818)614-3193

Ref: MSA-1 & MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30      FOB Destination      Customer # 99999      Expires 05/08/19

Item #	Description	Unit Price	Qty	Ext. Price
1	<b>BXL BXLPROCOLOR752U</b> PROCOLOR 75IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 7-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP7550.	2239.00	6	13434.00
-----				
2	<b>LUX LUXFP4000</b> HEIGHT ADJUSTABLE ROLLING STAND FOR 75" IFP LIFETIME WARRANTY.	258.00	6	1548.00
-----				

Thank You,

Taxable Amount	<b>Subtotal</b>	<b>14982.00</b>
<b>14982.00</b>	@ 9.500 % Tax	<b>1423.29</b>
	<b>Total</b>	<b>16405.29</b>

**Steven Houser**  
Account Executive

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31805 Temecula Pkwy  
#224  
Temecula, CA 92592

Quote Number Q420110357

March 6, 2019

**QUOTED TO** **TROXELL CONTACT**

Account: Magnolia Public Schools  
Contact: Rasul Monoshev  
Address: 250 East First St,Suite 1500  
Los Angeles, CA 90012

Account Executive: Steven Houser  
Email: steven.houser@trox.com  
Phone: (323)333-4285  
Fax: (818)614-3193

Ref: MSA-1 & MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30      FOB Destination      Customer # 99999      Expires 04/06/19

Item #	Description	Unit Price	Qty	Ext. Price
1	<b>KWI KWIINSTALL00062</b> LABOR TO INSTALL 65" OR 75" INTERACTIVE FLAT PANELS DISPLAYS WALL MOUNT OR ROLLING STAND. 1-YEAR LABOR WARRANTY.	299.00	6	1794.00 Non-Taxable

Thank You,

Taxable Amount	<b>0.00</b>	<b>@ 9.500 % Tax</b>	<b>Subtotal</b>	<b>1794.00</b>
				<b>0.00</b>
			<b>Total</b>	<b>1794.00</b>

**Steven Houser**  
**Account Executive**

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31805 Temecula Pkwy  
#224  
Temecula, CA 92592

Quote Number Q420110358

March 6, 2019

**QUOTED TO** **TROXELL CONTACT**

Account: Magnolia Public Schools  
Contact: Rasul Monoshev  
Address: 250 East First St,Suite 1500  
Los Angeles, CA 90012

Account Executive: Steven Houser  
Email: steven.houser@trox.com  
Phone: (323)333-4285  
Fax: (818)614-3193

Ref: MSA-1 & MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30      FOB Destination      Customer # 99999      Expires 04/06/19

Item #	Description	Unit Price	Qty	Ext. Price
1	<b>KWI KWIINSTALL00062</b> LABOR TO INSTALL 65" OR 75" INTERACTIVE FLAT PANELS DISPLAYS WALL MOUNT OR ROLLING STAND. 1-YEAR LABOR WARRANTY.	299.00	20	5980.00 Non-Taxable

Thank You,

Taxable Amount	<b>0.00</b>	<b>@ 9.500 % Tax</b>	<b>Subtotal</b>	<b>5980.00</b>
				<b>0.00</b>
			<b>Total</b>	<b>5980.00</b>

**Steven Houser**  
**Account Executive**

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To: Magnolia Public Schools  
From: Patrick Ontiveros, MPS General Counsel  
Date: March 13, 2018

RE: Approval to grant winning bid for Staples, Digital Synergy – Viewsonic interactive display for wall mount, on mobile cart options and the labor for installation.

Magnolia Public Schools (MPS) Chief Executive Officer and MPS General Counsel acknowledge that they have read and reviewed the bid details pertaining to the above matter.

A handwritten signature in blue ink that reads "Patrick Ontiveros".

Patrick Ontiveros  
MPS General Counsel

A handwritten date in blue ink that reads "3/15/2015".

Date

A handwritten signature in black ink that reads "Alfredo Rubalcava".

Alfredo Rubalcava  
MPS CEO & Superintendent

A handwritten date in black ink that reads "3/15/2015".

Date

# Cover Sheet

## Approval of winning bids for MPS E-Rate Category 1 and Category 2 items.

**Section:** II. Consent Items  
**Item:** G. Approval of winning bids for MPS E-Rate Category 1 and Category 2 items.  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II G E-Rate Bid Award.pdf



Board Agenda Item #	II G - Consent Item
Date:	03.21.2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava CEO & Superintendent
Staff Lead:	Rasul Monoshev, Director of Technology
RE:	<p>Approval of winning bids for MPS Schools E-Rate eligible equipment and services:</p> <ul style="list-style-type: none"> <li>• Internet service for MSA-1, MSA-2, MSA-3, MSA-4, MSA-5, MSA-6, MSA-7, and MSA-Santa Ana: <ul style="list-style-type: none"> <li>○ <b>If 1GBps – Spectrum, \$1150/monthly for internet)</b></li> <li>○ <b>If 500MBps – Spectrum, \$955/monthly for internet)</b></li> </ul> </li> <li>• Fiber Cabling and networking equipment (HP Switches and Wireless Access Points) for MSA-7 – <b>Digital Synergy Consulting - \$32,206.9</b></li> <li>• HP Switches and Wireless Access Points for MSA-1 – <b>Digital Synergy Consulting – \$41,657.99</b></li> </ul>

### Proposed Board Recommendation

I move that the board awards the winning bids summarized above according to vendor evaluation matrices and adopt the purchase of E-Rate eligible equipment and services for each school operating within the approved budgeted amounts.

### Background

E-Rate is a federal program that provides discounts on eligible technology products and services. Discounts are based on the percentage of enrolled students eligible for Free/Reduced Lunch per National School Lunch Program guidelines. MPS Charter District's discount for FY2019 is expected to be 90% for Internet, WAN connectivity and network infrastructure components (e.g., switches, wireless access points, cabling). MPS' discount for network infrastructure (i.e., cabling, networking equipment, switches, and wireless access points) is expected to be 85% for FY2019.



Consistent with E-Rate rules, MPS filed an FCC Form 470 for each category of service (#190002071 for Internet service and #190002072 for network infrastructure products/services) and associated RFPs to initiate an open and fair competitive bidding process, recapped by these milestones:

- 01/08/19 – Form 470 and RFP for E-Rate eligible equipment and services for all schools was released with proposal due date of 02/12/19. (E-Rate requires a minimum of 28 days before proposals may be evaluated.)
- On 01/17/19, 01/29/19, 01/30/19 – We released RFP Amendments to answer detailed vendor questions about our requirements.
- 02/12/19– Proposals were due.
- 03/02/19 – After reviewing proposals and receiving a Bid Evaluation Matrix tool, we met with our E-Rate consultant to formally score the Bid Evaluation Matrix using these criteria outlined in the RFP:



- For Category 1 / Internet

• Criterion	Weight
Cost of eligible products and services <sup>1</sup> during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution <sup>2</sup>	24%
Cost of <i>ineligible</i> products and services <sup>3</sup> during <i>initial</i> contract term	19%
Contract terms and conditions <sup>4</sup>	9%
Extent to which a single-provider, turnkey solution is provided <sup>5</sup>	9%
Vendor qualifications <sup>6</sup>	7%
Quality of proposal document(s) <sup>7</sup>	7%
<b>Total</b>	<b>100.00%</b>

<sup>1</sup> This criterion is required and must be the most heavily weighted, per E-Rate program rules.

<sup>2</sup> In the case of Internet services, *functionality* could include: whether provider is considered “Tier 1,” “Tier 2,” or lower; peering arrangements; whether service is symmetrical; speed and latency of connections; whether a sufficient number of public (static) IP addresses are offered; whether public forward and reverse (in-addr.arpa) lookup DNS services are provided; uptime guarantee or Service Level Agreement [SLA]; whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections. Performance characteristics such as scalability of bandwidth are more desirable. Other considerations might include compatibility with existing equipment (e.g., routers, handsets) and services. Solutions that emphasize student data security are strongly preferred.

<sup>3</sup> Such as cost of handsets, voice features, or Early Termination Fees.

<sup>4</sup> Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. Flexibility to adapt to changing circumstances, such as moves or school closures, is advantageous. In California, Vendors participating in California Teleconnect Fund may be scored higher. Commitment to SPI invoicing is will generally be scored higher. Consolidated billing (mapped to Funding Request Numbers [FRNs] and SPINs) is also a plus. Contract expiration date that is exactly 6/30 is strongly preferred for Category 1 services. Commitment to include pricing for scalable bandwidth over time in contract will be more favorable.

<sup>5</sup> Turnkey means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract with a single vendor mostly/completely addresses all of the requirements (or even addresses multiple Service Types, such as Voice and Data Transmission and/or Internet Access).

<sup>6</sup> Factors to be considered include: past performance, industry experience, references, adherence to RFP requirements, responsiveness during bid evaluation, and E-Rate compliance/experience/track record, quality of proposal documents.

<sup>7</sup> The extent to which the proposal documents are clear, complete, consistent, accurate.



- For Category 2 / Network infrastructure products/services

• Criterion	Weight
Cost of eligible products and services <sup>8</sup> during <i>initial</i> contract term	30%
Functionality/completeness/specifications of proposed solution <sup>9</sup>	29%
Cost of <i>ineligible</i> products and services <sup>10</sup> during <i>initial</i> contract term	9%
Contract terms and conditions <sup>11</sup>	9%
Vendor qualifications <sup>12</sup>	9%
Quality of proposal documentation <sup>13</sup>	9%
Extent to which a single-provider, turnkey solution is provided <sup>14</sup>	5%
<b>Total</b>	<b>100.00%</b>

<sup>8</sup> This criterion is required and must be the most heavily weighted, per E-Rate program rules.

<sup>9</sup> For Internal Connections, consideration is given to: completeness of solution; realism of estimates; soundness of technical approach; scope of work described in a way that indicates clear understanding of the project requirements; quality and functionality of proposed components; compatibility with existing components; installation complexity; installation timetable. If self-installation is required, sample instructions should be provided. For Basic Maintenance of Internal Connections, location of nearest vendor service depot may be considered.

<sup>10</sup> Such as firewall services.

<sup>11</sup> Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred (e.g., SPI invoicing). Contract expiration date that is exactly 9/30 with option for extension is strongly preferred for Category 2 Internal Connections.

<sup>12</sup> Factors to be considered include: technical credentials, staff certifications, industry experience, references, quality and clarity of proposal document, adherence to RFP requirements, responsiveness during bid evaluation, and E-Rate compliance/experience/track record. Attendance at optional walk-through will be considered a plus.

<sup>13</sup> Factors to be considered include: accuracy (e.g., shipping and taxes included, correct tax percentage used, correct math), and clarity (e.g., legibility, explanation of any deviation from RFP).

<sup>14</sup> Turnkey means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract with a single vendor mostly/completely addresses all the requirements; however, use of subcontractors is acceptable.





We received attached bids, recapped as follows (**bold green** text reflects recommendations):

- Internet services for MSA-1-7, MSA-Santa Ana – 6 bids from **Spectrum**, AT&T, Zayo, Cytranet, TPx Services and CrownCastle
- Cabling for MSA-7 – 3 bids: **Digital Synergy Consulting**, GigaKOM, and Cytranet
- Switches & Wireless Access Points for MSA-1 and MSA-7 – 3 bids: **Digital Synergy Consulting**, GigaKOM, and Cytranet.

Vendor proposals with total amounts are available via this Dropbox link:.

#### Budget Implications

- All the RFPed internet needs have been budgeted for all schools under technology services/telecommunication line item.
- All the RFPed technology needs are budgeted/being budgeted in draft for 2019-20 fiscal year and will be submitted to DMS:
  - **MSA-7: \$32,206.90** for fiber cabling and network equipment.
- The **\$41,657.99 MSA-1** networking equipment are budgeted for the Construction project (*The total technology budget is \$220,000 under MSA-1's construction low voltage line item*).

#### CFO Approval:

Attachments:

- MPS Released RFP and the amendments
- Bid evaluation matrix
- Winning bids from Vendors
- All bids are available at:  
<https://www.dropbox.com/sh/j6qudtptexlmvws/AAC5uo4tc6d4oAWf9AmmdOhna?dl=0>

Name of Staff Originator: Rasul Monoshev

<b>Bid Evaluation Matrix</b>			
<b>Magnolia Public Schools</b>			
Form 470			
190002071			
Certified Date	Allowable Contract Date (certified +28)	Last Date for Questions (certified + 20)	Proposals Due Date (certified = 35)
1/8/19	2/5/19	1/28/19	2/12/19

17003590

Discount Percent for INTERNET Services 90%      Discount Percent for Category 2 85%

Max Discount Percent for C2 is 85%

Matrix TAB where evaluated <small>(primary)</small>	Company <small>(ops)</small>	Company SPIN <small>(ops)</small>	E-Mail Address <small>(ops)</small>	Date proposal received <small>(ops)</small>	<b>CORRECT</b> RFP Sig page signed? <small>(ops)</small>	Pricing Form returned? <small>(ops)</small>	499? <small>(ops)</small>	DIR <small>(ops)</small>	Last SPAC <small>(ops)</small>	Prior yr requested <small>(ops)</small>	Prior yr committed <small>(ops)</small>	Prior yr % committed <small>(ops)</small>	Good Bid/ Non-Responsive <small>(primary)</small>	If non-responsive, why? <small>(primary)</small>	Winner/Loser <small>(primary)</small>	Award/regret email to vendor <small>(ops)</small>
	Cytranet (Accelerated Technology Services Group)	143051061	<a href="mailto:cnelson@cytranet.com">cnelson@cytranet.com</a>	1/9/19	NO	NO	NO		2018	\$ -	\$ -	#DIV/0!	Non-responsive	no pricing form		
	Zayo	143023855	<a href="mailto:nwilliams@onetelgem.com">nwilliams@onetelgem.com</a>	1/15/19	NO	NO	Yes		2018	\$ 118,185,082.78	\$ 59,001,863.90	50%	Non-responsive	no pricing form		
	Crown Castle	143005274	<a href="mailto:Mitra.Loehr@crowncastle.com">Mitra.Loehr@crowncastle.com</a>	2/5/19	Yes	Yes	Yes		2018	\$ 46,456,597	\$ 8,751,798	19%	Good Bid	9 of 9 sites		
	TPx	143020136	existing service invoice	1/31/19	NO	NO	Yes		2018	\$ 3,788,157	\$ 3,070,177	81%	Good Bid	1 of 9 sites (incumbent)		
	AT&T	143001192	<a href="mailto:lynn.simmons@att.com">lynn.simmons@att.com</a>	2/11/19	NO	Yes	Yes		2018	\$ 3,343,699	\$ 3,248,524	97%	Good Bid	5 of 9 sites		
	Spectrum	143050436	<a href="mailto:Maria.frew@charter.com">Maria.frew@charter.com</a>	2/12/19	Yes	Yes	Yes		2018	\$ 54,876,567	\$ 49,899,149	91%	Good Bid	9 of 9 sites		
										\$ -	\$ -	#DIV/0!				
										\$ -	\$ -	#DIV/0!				
										\$ -	\$ -	#DIV/0!				
										\$ -	\$ -	#DIV/0!				
										\$ -	\$ -	#DIV/0!				
										\$ -	\$ -	#DIV/0!				

Bid Evaluation Matrix		Magnolia Public Schools	CATEGORY 1 SERVICES					CATEGORY 1 SERVICES						
190002071		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed. All other rights reserved.												
MSA4 Venice. At least 100 Mbps, 200 Mbps preferred, scalable to 500 Mbps. (11330 West Graham Place Los Angeles, CA 90064)		Bidders:												
Discount Percent for INTERNET Services		90%					(This section is automatically calculated)							
		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow area below.										Vendors' Ratings		
		Vendors' Scores										Vendors' Ratings		
		TPx existing service, 100 Mbps					TPx existing service, 100 Mbps					TPx existing service, 100 Mbps		
		Crown Castle, 200 Mbps					Crown Castle, 200 Mbps					Crown Castle, 200 Mbps		
		Crown Castle, 500 Mbps					Crown Castle, 500 Mbps					Crown Castle, 500 Mbps		
		Spectrum, 500 Mbps					Spectrum, 500 Mbps					Spectrum, 500 Mbps		
		Spectrum, 1 Gbps					Spectrum, 1 Gbps					Spectrum, 1 Gbps		
1-time Non-recurring Costs		ELIGIBLE 1-time												
1-time Non-recurring Costs		NOT eligible 1-time												
1-time Non-recurring Costs		Total 1-time Cost												
Monthly Costs		ELIGIBLE Monthly Recurring												
Monthly Costs		NOT eligible Monthly Recurring												
Monthly Costs		Total Monthly Recurring												
1st Year Costs		TOTAL 1st year Costs												
1st Year Costs		Total 1st year NOT eligible Costs												
1st Year Costs		Total 1st year ELIGIBLE Services												
Least 1st year Cost of Eligible Services \$		11,460.00										1st year cost must be most cost effective		
		Contract Term in MONTHS												
Least CONTRACT Cost of Eligible Services \$		23,104.80										Total contract cost must be most cost effective		
TOTAL CONTRACT Eligible Cost														
Evaluation Criterion		Weight												
For INTERNAL Reference ONLY		vs 1st year												
For INTERNAL Reference ONLY		vs CONTRACT												
For INTERNAL Reference ONLY		vs \$/mbps/mo												
Cost of Eligible Services (required, highest weight)		25%												
Comments		\$/mbps/mo												
Least \$/mbps/mo \$		1.15												
Functionality/completeness/specifications of proposed		24%												
Comments		4												
Cost of IN-eligible Services (required)		19%												
Comments		2.5												
Vendor qualifications		7%												
Prior Yr Funding Requested		select from vendor list tab												
Comments		3												
Quality of proposal documentation		7%												
Comments		4												
Contract terms and conditions		9%												
Comments		3												
Extent to which a single-provider, turnkey solution is provided		9%												
Comments		1												
Total		215%												
Comments		1 site currently served					bids provided for all sites					bids provided for all sites		
		Final Rankings (1,2,3)										Final Rankings (1,2,3)		
		5					4					3		
		3					2					1		
		2					1					5		
		4					3					2		
		3					2					1		

Bid Evaluation Matrix		Magnolia Public Schools CATEGORY 1 SERVICES			CATEGORY 1 SERVICES		
190002071		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed.					
5 sites ATT can serve, 500Mbps (mostly)		Bidders:					
Discount Percent for INTERNET Services		90%		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Facto (This section is automatically Calculated)			
		Vendors' Scores			Vendors' Ratings		
		ATT - 500 Mbps	Crown Castle, 500 Mbps (4) + 1 Gbps (1)	Spectrum, 500 Mbps	ATT - 500 Mbps	Crown Castle, 500 Mbps (4) + 1 Gbps (1)	Spectrum, 500 Mbps
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ -	\$ -	\$ -			
1-time Non-recurring Costs	NOT eligible 1-time						
1-time Non-recurring Costs	Total 1-time Cost	\$ -	\$ -	\$ -			
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 7,027.50	\$ 7,900.00	\$ 4,775.00			
Monthly Costs	NOT eligible Monthly Recurring						
Monthly Costs	Total Monthly Recurring	\$ 7,027.50	\$ 7,900.00	\$ 4,775.00			
1st Year Costs	TOTAL 1st year Costs	\$ 84,330.00	\$ 94,800.00	\$ 57,300.00			
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 84,330.00	\$ 94,800.00	\$ 57,300.00			
<b>Least 1st year Cost of Eligible Services \$ 57,300.00</b>					<b>1st year cost must be most cost effective</b>		
Contract Term in MONTHS		36	36	36			
TOTAL CONTRACT Eligible Cost		\$ 252,990.00	\$ 284,400.00	\$ 171,900.00			
<b>Least CONTRACT Cost of Eligible Services \$ 171,900.00</b>					<b>Total contract cost must be most cost effective</b>		
Evaluation Criterion	Weight						
For INTERNAL Reference ONLY	vs 1st year	3.40	3.02	5.00			
For INTERNAL Reference ONLY	vs. CONTRACT	3.40	3.02	5.00			
Cost of Eligible Services (required, highest weight)	25%	3.5	3	5	0.88	0.75	1.25
Comments	\$/mbps/mo	\$ 2.81	\$ 2.63	\$ 1.91			
Functionality/completeness/specifications of proposed	24%	4	4	5	0.96	0.96	1.20
Comments		installation fees & timing poor	no experience	good current experience with bandwidth			
Cost of IN-eligible Services (required)	19%	3	3	3	0.57	0.57	0.57
Comments							
Vendor qualifications	7%	3	3	3	0.21	0.21	0.21
Prior Yr Funding Requested	select from vendor list tab	\$ 3,343,699	\$ 46,456,597	\$ 54,876,567			
Comments							
Quality of proposal documentation	7%	3	4	4	0.21	0.28	0.28
Comments		no RFP sig page					
Contract terms and conditions	9%	3	3	3	0.27	0.27	0.27
Comments							
Extent to which a single-provider, turnkey solution is provided	9%	2.75	5	5	0.25	0.45	0.45
Comments		bids provided for 5 sites	bids provided for all sites	bids provided for all sites			
Total	100%				3.34	3.49	4.23
Comments							
		<b>Final Rankings (1,2,3)</b>			<b>Final Rankings (1,2,3)</b>		
		3	2	1	3	2	1

Bid Evaluation Matrix		Magnolia Public Schools					
190002071		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed.					
5 sites ATT can serve, 1 Gbps (mostly)		Bidders:					
Discount Percent for INTERNET Services	90%	SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow area below.					
		Vendors' Scores			Vendors' Ratings		
		ATT - 1 Gbps	Crown Castle, 1 Gbps (4) + 500 Mbps (1)	Spectrum, 1 Gbps	ATT - 1 Gbps	Crown Castle, 1 Gbps (4) + 500 Mbps (1)	Spectrum, 1 Gbps
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ -	\$ -	\$ -			
1-time Non-recurring Costs	NOT eligible 1-time						
1-time Non-recurring Costs	Total 1-time Cost	\$ -	\$ -	\$ -			
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 8,309.00	\$ 9,475.00	\$ 5,750.00			
Monthly Costs	NOT eligible Monthly Recurring						
Monthly Costs	Total Monthly Recurring	\$ 8,309.00	\$ 9,475.00	\$ 5,750.00			
1st Year Costs	TOTAL 1st year Costs	\$ 99,708.00	\$ 113,700.00	\$ 69,000.00			
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 99,708.00	\$ 113,700.00	\$ 69,000.00			
<b>Least 1st year Cost of Eligible Services \$ 69,000.00</b>							
Contract Term in MONTHS		36	36	36			
<b>Least CONTRACT Cost of Eligible Services \$ 207,000.00</b>		\$ 299,124.00	\$ 341,100.00	\$ 207,000.00			
Evaluation Criterion		Weight					
For INTERNAL Reference ONLY		vs 1st year					
For INTERNAL Reference ONLY		vs. CONTRACT					
<b>Cost of Eligible Services (required, highest weight)</b>	25%	3.5	3	5	0.88	0.75	1.25
Comments	\$/mbps/mo	\$ 1.66	\$ 2.11	\$ 1.15			
<b>Functionality/completeness/specifications of proposed</b>	24%	4	4	5	0.96	0.96	1.20
Comments		installation fees & timing poor	no experience	good current experience with bandwidth			
<b>Cost of IN-eligible Services (required)</b>	19%	3	3	3	0.57	0.57	0.57
Comments							
<b>Vendor qualifications</b>	7%	3	3	3	0.21	0.21	0.21
Prior Yr Funding Requested	select from vendor list tab	\$ 3,343,699	\$ 46,456,597	\$ 54,876,567			
Comments							
<b>Quality of proposal documentation</b>	7%	3	4	4	0.21	0.28	0.28
Comments		no RFP sig page					
<b>Contract terms and conditions</b>	9%	3	3	3	0.27	0.27	0.27
Comments							
<b>Extent to which a single-provider, turnkey solution is provided</b>	9%	2.75	5	5	0.25	0.45	0.45
Comments		bids provided for 5 sites	bids provided for all sites	bids provided for all sites			
<b>Total</b>	100%				3.34	3.49	4.23
Comments							
		3	2	1	3	2	1

Bid Evaluation Matrix		Magnolia Public Schools	CATEGORY 1 SERVICE
190002071		© 2009-2019 The Miller Institute for Learning with Technology	
Remaining 3 sites, 200 Mbps		Bidders:	
Discount Percent for INTERNET Services	90%	SEE INSTRUCTIONS - START HERE (This section is automatically populated)	
		Vendors' Scores	Vendors' Ratings
		Crown Castle, 200	Crown Castle, 200
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ -	
1-time Non-recurring Costs	NOT eligible 1-time		
1-time Non-recurring Costs	Total 1-time Cost	\$ -	
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 4,100.00	
Monthly Costs	NOT eligible Monthly Recurring		
Monthly Costs	Total Monthly Recurring	\$ 4,100.00	
1st Year Costs	TOTAL 1st year Costs	\$ 49,200.00	
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 49,200.00	
<b>Least 1st year Cost of Eligible Services \$ 49,200.00</b>			<b>1st year cost multiplier</b>
	Contract Term in MONTHS	36	
	TOTAL CONTRACT Eligible Cost	\$ 147,600.00	
<b>Least CONTRACT Cost of Eligible Services \$ 147,600.00</b>			<b>Total contract cost</b>
Evaluation Criterion	Weight		
For INTERNAL Reference ONLY	vs 1st year	5.00	
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	
<b>Cost of Eligible Services (required, highest weight)</b>	25%		0.00
Comments	\$/mbps/mo	\$ 6.83	
<b>Functionality/completeness/specifications of proposed</b>	24%		0.00
Comments			
<b>Cost of IN-eligible Services (required)</b>	19%		0.00
Comments			
<b>Vendor qualifications</b>	7%		0.00
Prior Yr Funding Requested	select from vendor list tab	\$ 46,456,597	
Comments			
<b>Quality of proposal documentation</b>	7%		0.00
Comments			
<b>Contract terms and conditions</b>	9%		0.00
Comments			
<b>Extent to which a single-provider, turnkey solution is provided</b>	9%		0.00
Comments		bids provided for all sites	
<b>Total</b>	100%		0.00
Comments			
		<b>Final Rankings (1,2,3)</b>	<b>Final Rankings (1,2,3)</b>
		1	1

Bid Evaluation Matrix					
<b>190002071</b>					
<b>Remaining 3 sites, 500 Mbps</b>					
Discount Percent for INTERNET Services	90%			Vendors' Ratings	
		Vendors' Scores		Crown Castle, 500	Spectrum, 500
		Crown Castle, 500	Spectrum, 500	Crown Castle, 500	Spectrum, 500
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ -	\$ -		
1-time Non-recurring Costs	NOT eligible 1-time				
1-time Non-recurring Costs	Total 1-time Cost	\$ -	\$ -		
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 4,995.00	\$ 2,865.00		
Monthly Costs	NOT eligible Monthly Recurring				
Monthly Costs	Total Monthly Recurring	\$ 4,995.00	\$ 2,865.00		
1st Year Costs	TOTAL 1st year Costs	\$ 59,940.00	\$ 34,380.00		
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -		
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 59,940.00	\$ 34,380.00		
<b>Least 1st year Cost of Eligible Services \$</b>		<b>34,380.00</b>			
	Contract Term in MONTHS	36	36		
	TOTAL CONTRACT Eligible Cost	\$ 179,820.00	\$ 103,140.00		
<b>Least CONTRACT Cost of Eligible Services \$</b>		<b>103,140.00</b>			
Evaluation Criterion	Weight				
For INTERNAL Reference ONLY	vs 1st year	2.87	5.00		
For INTERNAL Reference ONLY	vs. CONTRACT	2.87	5.00		
<b>Cost of Eligible Services (required, highest weight)</b>	25%	<b>3</b>	<b>5</b>	0.75	1.25
Comments	\$/mbps/mo	\$ 3.33	\$ 1.91		
<b>Functionality/completeness/specifications of proposed</b>	24%	<b>4</b>	<b>5</b>	0.96	1.20
Comments		no experience	good experience with current bandwidth		
<b>Cost of IN-eligible Services (required)</b>	19%	<b>3</b>	<b>3</b>	0.57	0.57
Comments					
<b>Vendor qualifications</b>	7%	<b>3</b>	<b>3</b>	0.21	0.21
Prior Yr Funding Requested	select from vendor list tab	\$ 46,456,597	\$ 54,876,567		
Comments					
<b>Quality of proposal documentation</b>	7%	<b>4</b>	<b>4</b>	0.28	0.28
Comments					
<b>Contract terms and conditions</b>	9%	<b>3</b>	<b>3</b>	0.27	0.27
Comments					
<b>Extent to which a single-provider, turnkey solution is provided</b>	9%	<b>5</b>	<b>5</b>	0.45	0.45
Comments		bids provided for all sites	bids provided for all sites		
<b>Total</b>	100%			3.49	4.23
Comments					
		<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>

Bid Evaluation Matrix		CATEGORY 1 SERVICES	
<b>190002071</b>			
<b>Remaining 3 sites, 500 Mbps</b>			
Discount Percent for INTERNET Services	90%		
		<b>Vendors' Scores</b>	
		<b>Spectrum, 1 Gbps</b>	<b>Spectrum, 1 Gbps</b>
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ -	
1-time Non-recurring Costs	NOT eligible 1-time		
1-time Non-recurring Costs	Total 1-time Cost	\$ -	
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 1,150.00	
Monthly Costs	NOT eligible Monthly Recurring		
Monthly Costs	Total Monthly Recurring	\$ 1,150.00	
1st Year Costs	TOTAL 1st year Costs	\$ 13,800.00	
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 13,800.00	
<b>Least 1st year Cost of Eligible Services \$</b>		<b>13,800.00</b>	
	Contract Term in MONTHS	36	
	TOTAL CONTRACT Eligible Cost	\$ 41,400.00	
<b>Least CONTRACT Cost of Eligible Services \$</b>		<b>41,400.00</b>	
<b>Evaluation Criterion</b>	<b>Weight</b>		
For INTERNAL Reference ONLY	vs 1st year	5.00	
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	
<b>Cost of Eligible Services (required, highest weight)</b>	25%		0.00
Comments	\$/mbps/mo		
<b>Functionality/completeness/specifications of proposed</b>	24%		0.00
Comments			
<b>Cost of IN-eligible Services (required)</b>	19%		0.00
Comments			
<b>Vendor qualifications</b>	7%		0.00
Prior Yr Funding Requested	select from vendor list tab	\$ 54,876,567	
Comments			
<b>Quality of proposal documentation</b>	7%		0.00
Comments			
<b>Contract terms and conditions</b>	9%		0.00
Comments			
<b>Extent to which a single-provider, turnkey solution is provided</b>	9%		0.00
Comments			
<b>Total</b>	100%		0.00
Comments			
		<b>1</b>	<b>1</b>



Bid Evaluation Matrix		Magnolia Public Schools				CATEGORY 1 SERVICES			
190002071		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed.							
MSA1, 5 Gbps		Bidders:							
Discount Percent for INTERNET Services		90%		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Bidder (This section is automatically Calculated)					
		Vendors' Scores				Vendors' Ratings			
		ATT - 5 Gbps	ATT - 2 Gbps	Crown Castle, 5 Gbps	Spectrum, 5 Gbps	ATT - 5 Gbps	ATT - 2 Gbps	Crown Castle, 5 Gbps	Spectrum, 5 Gbps
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ -	\$ -	\$ -	\$ -				
1-time Non-recurring Costs	NOT eligible 1-time								
1-time Non-recurring Costs	Total 1-time Cost	\$ -	\$ -	\$ -	\$ -				
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 3,188.01	\$ 2,588.98	\$ 5,500.00	\$ 5,343.75				
Monthly Costs	NOT eligible Monthly Recurring								
Monthly Costs	Total Monthly Recurring	\$ 3,188.01	\$ 2,588.98	\$ 5,500.00	\$ 5,343.75				
1st Year Costs	TOTAL 1st year Costs	\$ 38,256.12	\$ 31,067.76	\$ 66,000.00	\$ 64,125.00				
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -	\$ -				
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 38,256.12	\$ 31,067.76	\$ 66,000.00	\$ 64,125.00				
Least 1st year Cost of Eligible Services \$		31,067.76				1st year cost must be most cost effective			
		Contract Term in MONTHS		36	36	36	36		
		TOTAL CONTRACT Eligible Cost		\$ 114,768.36	\$ 93,203.28	\$ 198,000.00	\$ 192,375.00		
Least CONTRACT Cost of Eligible Services \$		93,203.28				Total contract cost must be most cost effective			
Evaluation Criterion	Weight								
For INTERNAL Reference ONLY	vs 1st year	4.06	5.00	2.35	2.42				
For INTERNAL Reference ONLY	vs. CONTRACT	4.06	5.00	2.35	2.42				
For INTERNAL Reference ONLY	vs. \$/mbps/mo	5.00	2.46	2.90	2.98				
Cost of Eligible Services (required, highest weight)	25%	5	2.5	3	3	1.25	0.63	0.75	0.75
Comments	\$/mbps/mo	\$ 0.64	\$ 1.29	\$ 1.10	\$ 1.07				
Least \$/mbps/mo \$		0.64							
Functionality/completeness/specifications of proposed	24%	4	4	4	5	0.96	0.96	0.96	1.20
Comments		installation fees & timing poor	no experience	no experience	good current experience with				
Cost of IN-eligible Services (required)	19%	3	3	3	3	0.57	0.57	0.57	0.57
Comments									
Vendor qualifications	7%	3	3	3	3	0.21	0.21	0.21	0.21
Prior Yr Funding Requested	select from vendor list tab	\$ 3,343,699	\$ 3,343,699	\$ 46,456,597	\$ 54,876,567				
Comments									
Quality of proposal documentation	7%	3	3	4	4	0.21	0.21	0.28	0.28
Comments									
Contract terms and conditions	9%	3	3	3	3	0.27	0.27	0.27	0.27
Comments		36 months, with (2) two optional (1) one year extensions	36 months, with (2) two optional (1) one year extensions						
Extent to which a single-provider, turnkey solution is provided	9%	2.75	2.75	5	5	0.25	0.25	0.45	0.45
Comments		bids provided for 5 sites	bids provided for 5 sites	bids provided for all sites	bids provided for all sites				
Total	164%					3.72	3.09	3.49	3.73
Comments									
		Final Rankings (1,2,3)				Final Rankings (1,2,3)			
		2	4	3	1	2	4	3	1

<b>Bid Evaluation Matrix</b>			
<b>Magnolia Public Schools</b>			
Form 470			
190002072			
<b>Certified Date</b>	<b>Allowable Contract Date (certified +28)</b>	<b>Last Date for Questions (certified + 20)</b>	<b>Proposals Due Date (certified = 35)</b>
1/8/19	2/5/19	1/28/19	2/12/19

17003590

Discount Percent for INTERNET Services 90%      Discount Percent for Category 2 85%

Max Discount Percent for C2 is 85%

Matrix TAB where evaluated (primary)	Company (ops)	Company SPIN (ops)	E-Mail Address (ops)	Date proposal received (ops)	<b>CORRECT</b> RFP Sig page signed? (ops)	Pricing Form returned? (ops)	499? (ops)	DIR (ops)	Last SPAC (ops)	Prior yr requested (ops)	Prior yr committed (ops)	Prior yr % committed (ops)	Good Bid/ Non-Responsive (primary)	If non-responsive, why? (primary)	Winner/Loser (primary)	Award/regret email to vendor (ops)
na	Cytranet (Accelerated Technology Services Group)	143051061	cnelson@cytranet.com	1/9/19	<a href="#">NQ</a>	<a href="#">NQ</a>	<a href="#">NQ</a>		2018	\$ -	\$ -	-	<a href="#">Non-responsive</a>	no sig page, no pricing form	Loser	
cabling MSA7, network equipment, BMIC	DSC	143036385	ken@dsc.la	2/4/19, 2/5/19	<a href="#">Yes</a>	<a href="#">Yes</a>	<a href="#">NQ</a>	<a href="#">Yes</a>	2019	\$286,183	\$210,077	73%	<a href="#">Good Bid</a>		Winner	
cabling MSA7, network equipment, BMIC	GigaKOM	143027209	deankolesar@gigakom.com	2/11/19	<a href="#">Yes</a>	<a href="#">Yes</a>	<a href="#">Yes</a>	<a href="#">Yes</a>	2019	\$ 653,990	\$ 540,948	83%	<a href="#">Good Bid</a>		Loser	
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
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										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			

Bid Evaluation Matrix		Magnolia Public Schools		CATEGORY 2 SERVICES		
190002072		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for				
1 fiber run betw buildings at MSA7 (Northridge)		Bidders:				
Discount Percent for Category 2		85%		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor (This section is automatically Calculated)		
		Vendors' Scores		Vendors' Ratings		
		DSC	GigaKom	DSC	GigaKom	
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 2,625.35	\$ 3,193.82			
1-time Non-recurring Costs	NOT eligible 1-time	\$ -	\$ -			
1-time Non-recurring Costs	Total 1-time Cost	\$ 2,625.35	\$ 3,193.82			
Monthly Costs	ELIGIBLE Monthly Recurring					
Monthly Costs	NOT eligible Monthly Recurring					
Monthly Costs	Total Monthly Recurring	\$ -	\$ -			
1st Year Costs	TOTAL 1st year Costs	\$ 2,625.35	\$ 3,193.82			
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 2,625.35	\$ 3,193.82			
Least 1st year Cost of Eligible Services \$ 2,625.35				1st year cost must be most cost effective		
Contract Term in MONTHS		18	18			
TOTAL CONTRACT Eligible Cost		\$ 2,625.35	\$ 3,193.82			
Least CONTRACT Cost of Eligible Services \$ 2,625.35				Total contract cost must be most cost effective		
Evaluation Criterion		Weight				
For INTERNAL Reference ONLY vs 1st year		5.00	4.11			
For INTERNAL Reference ONLY vs. CONTRACT		5.00	4.11			
Cost of Eligible Services (required, highest weight)		30%	5	4	1.50 1.20	
Comments						
Functionality/completeness/specifications of proposed		29%	4	4	1.16 1.16	
Comments				see proposal exclusions		
Cost of IN-eligible Services (required)		9%	3	3	0.27 0.27	
Comments						
Vendor qualifications		9%	3.5	3	0.32 0.27	
Prior Yr Funding Requested		select from vendor list tab	\$286,183	\$ 653,990		
Comments		Attended site walk		#08 NO SITE WALK WAS AVAILABLE. This price is subject to change pending access to the site.		
Quality of proposal documentation		9%	3	3	0.27 0.27	
Comments		sig page provided		sig page provided		
Contract terms and conditions		9%	3	3	0.27 0.27	
Comments				add-ons possible		
Extent to which a single-provider, turnkey solution is provided		5%	3	3	0.15 0.15	
Comments						
Total		100%			3.94 3.59	
Comments						
		Final Rankings (1,2,3)		Final Rankings (1,2,3)		
		1	2	1	2	

Bid Evaluation Matrix		Magnolia Public Schools		CATEGORY 2 SERVICES	
190002072		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational			
Switches, SFP modules, UPS units, Access points, WAP controllers (if needed) for MSA1 & MSA7					
Bidders:					
Discount Percent for Category 2		85%			
SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per E (This section is automatically Calculated)					
		Vendors' Scores		Vendors' Ratings	
		DSC	GigaKom	DSC	GigaKom
1-time Non-recurring Costs		ELIGIBLE 1-time	\$71,239.54	\$101,112.17	
1-time Non-recurring Costs		NOT eligible 1-time			
1-time Non-recurring Costs		Total 1-time Cost	\$ 71,239.54	\$ 101,112.17	
Monthly Costs		ELIGIBLE Monthly Recurring			
Monthly Costs		NOT eligible Monthly Recurring			
Monthly Costs		Total Monthly Recurring	\$ -	\$ -	
1st Year Costs		TOTAL 1st year Costs	\$ 71,239.54	\$ 101,112.17	
1st Year Costs		Total 1st year NOT eligible Costs	\$ -	\$ -	
1st Year Costs		Total 1st year ELIGIBLE Services	\$ 71,239.54	\$ 101,112.17	
Least 1st year Cost of Eligible Services \$		71,239.54			1st year cost must be most cost effective
Contract Term in MONTHS		18	18		
Least CONTRACT Cost of Eligible Services \$		71,239.54			Total contract cost must be most cost effective
Evaluation Criterion					
For INTERNAL Reference ONLY		vs 1st year	5.00	3.52	
For INTERNAL Reference ONLY		vs. CONTRACT	5.00	3.52	
Cost of Eligible Services (required, highest weight)		30%	5	3.5	1.50
Comments					1.05
Functionality/completeness/specifications of proposed		29%	4	4	1.16
Comments			Aruba & Ruckus optional installation both sites Includes shipping	Cisco & Meraki no installation offered for MSA7 Freight "as applicable"	1.16
Cost of IN-eligible Services (required)		9%	3	3	0.27
Comments					0.27
Vendor qualifications		9%	3	3	0.27
Prior Yr Funding Requested		select from vendor list tab	\$286,183	\$ 653,990	
Comments					
Quality of proposal documentation		9%	4	3	0.36
Comments			pricing forms match PDF	pricing form does not match PDF tax calc incorrect	0.27
Contract terms and conditions		9%	3	3	0.27
Comments					
Extent to which a single-provider, turnkey solution is provided		5%	3	3	0.15
Comments					
Total		100%			3.98
Comments					3.44
			Final Rankings (1,2,3)		Final Rankings (1,2,3)
			1	2	1
					2

Bid Evaluation Matrix		Magnolia Public Schools	CATEGORY 2 SERVICES	
<b>190002072</b>		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institu		
<b>80 hours/yr Basic Maintenance of Internal Connections for MSA-1 &amp; MSA-7</b>		<b>WILL NOT PURSUE AFTERALL (due to budget constraints)</b>		
Discount Percent for Category 2		85%		Bidders:
		<b>SEE INSTRUCTIONS - START HERE tab; ent</b> (This section is automatically Calculated)		
		<b>Vendors' Scores</b>		<b>Vendors' Ratings</b>
		<b>DSC</b>	<b>GigaKom</b>	<b>DSC</b>
				<b>GigaKom</b>
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 20,000.00	\$ 13,600.00	
1-time Non-recurring Costs	NOT eligible 1-time			
1-time Non-recurring Costs	Total 1-time Cost	\$ 20,000.00	\$ 13,600.00	
Monthly Costs	ELIGIBLE Monthly Recurring			
Monthly Costs	NOT eligible Monthly Recurring			
Monthly Costs	Total Monthly Recurring	\$ -	\$ -	
1st Year Costs	TOTAL 1st year Costs	\$ 20,000.00	\$ 13,600.00	
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 20,000.00	\$ 13,600.00	
<b>Least 1st year Cost of Eligible Services \$ 13,600.00</b>				<b>1st year cost must be most cost effe</b>
Contract Term in MONTHS		0	0	
TOTAL CONTRACT Eligible Cost		\$ 20,000.00	\$ 13,600.00	
<b>Least CONTRACT Cost of Eligible Services \$ 13,600.00</b>				<b>Total contract cost must be most cos</b>
<b>Evaluation Criterion</b>	<b>Weight</b>			
For INTERNAL Reference ONLY	vs 1st year	3.40	5.00	
For INTERNAL Reference ONLY	vs. CONTRACT	3.40	5.00	
<b>Cost of Eligible Services (required, highest weight)</b>	30%	3.4	5	1.02 1.50
Comments				
<b>Functionality/completeness/specifications of proposed</b>	29%	4	4	1.16 1.16
Comments				
<b>Cost of IN-eligible Services (required)</b>	9%	3	3	0.27 0.27
Comments				
<b>Vendor qualifications</b>	9%	3	3	0.27 0.27
Prior Yr Funding Requested	select from vendor list tab	\$286,183	\$653,990	
Comments				
<b>Quality of proposal documentation</b>	9%	3	3	0.27 0.27
Comments				
<b>Contract terms and conditions</b>	9%	3	3	0.27 0.27
Comments		SPI required	SPI required	
<b>Extent to which a single-provider, turnkey solution is provided</b>	5%	3	3	0.15 0.15
Comments				
<b>Total</b>	100%			3.41 3.89
Comments				
		<b>Final Rankings (1,2,3)</b>		<b>Final Rankings (1,2,3)</b>
		2	1	2 1

Bid Evaluation Matrix		Magnolia Public Schools CATEGORY 2 SERVICES	
190002072		© 2009-2019 The Miller Institute for Learning with T	
Support for ten (10) Palo Alto 3020 firewalls		NO BIDS	
		Bidders:	
Discount Percent for Category 2		85%	
		SEE INSTRUCTIONS - (This section is automatical	
		Vendors' Scores	
		Vendors' Ratings	
		Vendor 1	
1-time Non-recurring Costs		ELIGIBLE 1-time	
1-time Non-recurring Costs		NOT eligible 1-time	
1-time Non-recurring Costs		Total 1-time Cost \$ -	
Monthly Costs		ELIGIBLE Monthly Recurring	
Monthly Costs		NOT eligible Monthly Recurring	
Monthly Costs		Total Monthly Recurring \$ -	
1st Year Costs		TOTAL 1st year Costs \$ -	
1st Year Costs		Total 1st year NOT eligible Costs \$ -	
1st Year Costs		Total 1st year ELIGIBLE Services \$ -	
Least 1st year Cost of Eligible Services		#NUM!	
		1st year cost must be	
		Contract Term in MONTHS 0	
		TOTAL CONTRACT Eligible Cost \$ -	
Least CONTRACT Cost of Eligible Services		#NUM!	
		Total contract cost m	
Evaluation Criterion		Weight	
For INTERNAL Reference ONLY		vs 1st year	
For INTERNAL Reference ONLY		vs. CONTRACT	
Cost of Eligible Services (required, highest weight)		30%	
Comments		0.00	
Functionality/completeness/specifications of proposed		29%	
Comments		0.00	
Cost of IN-eligible Services (required)		9%	
Comments		0.00	
Vendor qualifications		9%	
Prior Yr Funding Requested		select from vendor list tab	
Comments		0.00	
Quality of proposal documentation		9%	
Comments		0.00	
Contract terms and conditions		9%	
Comments		0.00	
Extent to which a single-provider, turnkey solution is provided		5%	
Comments		0.00	
Total		100%	
Comments		0.00	
		Final Rankings (1,2,3)	
		1	
		1	

<i>Estimated</i>		Applicant Out-of-Pocket Cost		Entity 1	
				MSA1	MSA7
MSA1 Increased budget expected in concert with increased enrollment (to about 1080) due to larger facility.					
Remaining C2 Budget				106,579.73	33,137.04
Remaining C2 budget - ELIGIBLE 1-time cost				\$ 64,921.74	\$ 930.14
ELIGIBLE 1-time cost				\$ 41,657.99	\$ 32,206.90
NOT eligible 1-time cost				\$ -	\$ -
Total 1-time Cost				\$ 41,657.99	\$ 32,206.90
IF remaining budget - eligible cost is negative, use these calcs:					
Discount on eligible cost within budget				\$ 28,166.48	
Total 1-time Cost - discount on eligible cost within budget				\$ 4,040.42	Applicant Out-of-Pocket Cost
IF remaining budget - eligible cost is positive, use these calcs:					
Discount on eligible cost				\$ 35,409.29	
Total 1-time Cost - discount on eligible cost				\$ 6,248.70	Applicant Out-of-Pocket Cost
<hr/>					
project	winner			MSA1	MSA7
Cabling	DSC			na	\$ 2,625.35
Network Equipment	DSC			\$41,657.99	\$29,581.55
Firewall licenses	no bids			\$ -	\$ -
BMIC	not pursuing			\$ -	\$ -
				\$ 41,657.99	\$ 32,206.90
					Applicant Out-of-Pocket Cost

FY2019 E-Rate Request for Proposals

# REQUEST FOR PROPOSALS

## E-Rate Eligible Products and Services

### Funding Year 2019: 7/1/2019 – 6/30/2020

## OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

This GENERAL section instructs the respondent about general information, and general terms and conditions. The SPECIFIC INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this GENERAL INFORMATION, TERMS AND CONDITIONS document by reference.

The SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant's current situation and desired solutions)
- Proposal submission details:
  - Questions email and deadline
  - Submission mechanism and deadline
  - Vendor meeting dates and times (if applicable)
  - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
  - Relevant technical specifications
  - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

**All critical dates** (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**



## FY2019 E-Rate Request for Proposals

## GENERAL INFORMATION, TERMS AND CONDITIONS

### E-Rate Program Background

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries Division [SLD] Forms 470, in partial fulfillment of the requirements for Federal Communications Commission [FCC] Universal Service Fund [*E-Rate*] discounts. E-Rate provides discounts for certain school or library technology products and services, including:

- Category 1:
  - Leased Lit Fiber
  - Internet Access and Transport Bundled
  - Transport Only - No ISP Service
  - Internet Access: ISP Service Only
  - Leased Dark Fiber and Leased Lit Fiber
  - Self-Provisioned Network and Services Provided Over Third-Party Networks
  - Cellular Data Plan/Air Card Service
  - Voice Service
  - Cellular Voice
  - Other
- Category 2:
  - Internal connections
  - Managed Internal Broadband Service
  - Basic maintenance of internal connections.

For more information about this Federal program, and before responding to this RFP, please refer to the SLD web site, [www.usac.org/sl/](http://www.usac.org/sl/), or call the SLD Help Line at 888-203-8100.

**Learningtech.org** [The Miller Institute for Learning with Technology, Consultant Registration Number 16043681], a **Consulting firm**, is **not** the E-Rate **Applicant**. Learningtech.org is the Applicant's **Consultant**, retained to handle competitive bidding interactions and other aspects of the E-Rate application. Therefore, please:

- Put the Applicant's name and contact information on any documents resulting from winning proposal(s)
- Do not contact school personnel either with general questions about E-Rate, or to offer ineligible services or services not requested on this RFP, or to request a meeting or offer trial equipment.

All questions and contacts about this RFP should be via electronic mail, addressed as indicated on the cover page of the SPECIFIC section. Learningtech.org staff will gather the necessary information to respond to legitimate questions and provide answers by posting addenda or amendments clarifying this RFP on the same system(s) as the original RFP. All such postings are considered formal elements of this RFP and should be considered incorporated by reference into any resulting agreements. Postings may occur from time to time during the bidding period; please be sure to check back periodically while preparing your proposal.

Telephone, facsimile or U.S. mail inquiries or submissions are strongly discouraged, and are apt to be overlooked during proposal evaluation. As a school/district, library or education-related consortium, the Applicant does not have the personnel resources to respond to generalized

## FY2019 E-Rate Request for Proposals

inquiries or blanket advertising broadly targeting E-Rate applicants. Such materials shall be deemed "Unsolicited Commercial Email" (spam); Applicants have no obligation to respond to spam. Repeated spamming could cause *all* of your information to be overlooked, your email address to become blacklisted by our filtering system, and/or (at a minimum) divert Applicant attention from any materials intended as serious, legitimate responses to this RFP. Please clearly indicate to which of the solicitation requirements your proposal is a valid response.

Vendors should have, or should promptly apply for, a valid E-Rate program Service Provider Identification Number [SPIN] and meet other criteria, as further described herein.

For coordination of California Teleconnect Fund discounts for Category 1 services in California, service providers must discount invoices to the Applicant and submit the balance to the E-Rate program via Service Provider Invoice [SPI] forms, as specified by the SLD. Invoicing information is further described below.

Your proposal should refer to this RFP specifically, as well as the Applicant name, the establishing Form 470 Number and Billed Entity Number. You should also clearly indicate your currently valid SPIN number and FCC Registration Number [FCC RN].

***Descriptions of products and services are expected to provide sufficient line item detail, in a format suitable to serve as SLD Standard Form 471 Item 21 Attachments, with minimal need for Applicant modification.***

Applicant intends to procure products/services, and seeks only proposals that are fully compliant with all state and local procurement rules, codes and regulations, as well as being fully compliant with all rules and guidelines of the E-Rate program. **Per E-Rate rules, confidential bids are not acceptable.**<sup>1</sup>

## 1. GENERAL INFORMATION

### 1.1 Introduction and Scope

Starting with Funding Year 2018 (July 1, 2018 – June 30, 2019), Applicant seeks proposals for eligible products and services in the categories of service listed in **Service Requests** section of the Form 470 and further detailed in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP.

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve telecommunications and/or Internet access services and/or technology infrastructure and/or managed internal broadband services and/or basic maintenance of infrastructure, to enhance student achievement in its classrooms. Qualified entities offering these products and services [Vendors] should submit proposals including detailed descriptions, with all costs associated with the delivery of the products and services (parts, labor, installation, testing, acceptance, configuration, turn-up, applicable taxes/fees, shipping, and so on). Any line items

<sup>1</sup> In general, the prices for products and services for which E-Rate discounts are requested can no longer be confidential.

## FY2019 E-Rate Request for Proposals

not 100% eligible for E-Rate discounts according to program rules should be isolated, with separate subtotals.<sup>2</sup> Items that are conditionally or partially eligible should also be noted. Ineligible items should be eliminated when possible (or minimized where necessary but ineligible) and broken out as separate line items or separate proposals. Proposals for ineligible products and services, however potentially useful to school technology programs (such as, say, interactive white boards or end user computers) should **not** be submitted in response to this RFP; Applicant will seek whatever additional, ineligible products and services are needed to implement their technology plan, separately, at another time. Apparent attempts to include excessive quantities of ineligible items, deliberately misrepresent the eligibility of items, or otherwise circumvent program rules will result in disqualification.

### 1.2 Evaluation Methodology

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and/or services as the highest weighted factor. Secondary factors may also be considered.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

### 1.3 Vendor Capabilities

Proposals should include supporting information about your firm's capabilities and experience.

- Company Background including:
  - Names of Principals and Type of Organization
  - Contact Information
  - Years in Business
- Experience: K-12 references for 3 similar projects in the last 5 years
- E-Rate track record:
  - Green light status
  - Valid SPIN, or evidence of application for SPIN
  - FCC Registration Number
  - 499 Filer status
  - SPAC filing history
  - Routinely successful SLD funding approvals
- No history of suspension, debarment or frequent Selective Reviews/High Cost Reviews for E-Rate applications
- Staff Industry Credentials: Certifications such as CCNA, HP AIS (or functional equivalent, summarized as the number of employees holding each type of certification)
- Corporate Credentials: Applicable licenses, capabilities, and memberships such as General Contractor or Electrical licenses, bonding, BICSI membership

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<sup>2</sup> Please reference E-Rate Eligible Services List <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.

## FY2019 E-Rate Request for Proposals

- For cabling projects in California, per the California Department of Education vendors (including contractors and subcontractors) will have to register with the Department of Industrial Relations for the purposes of labor compliance. This registration is required for any bid proposal submitted to a public agency on or after March 1, 2015

### 1.4 Phased Implementation

Applicant may opt for a phased implementation strategy such that:

- Phase I: A smaller amount of service / work approximately equal to Applicant's share of cost percentage, starts July 1 (or earlier to extent allowed by program rules).
- Phase II: Balance of service / work, may not start until after favorable Funding Commitment Decision Letter [FCDL] and can be extended by a year (or two) while awaiting funding commitment.

For *example*:

- Category 1 VoIP implementation starts on July 1 to make 2 of 20 users functional and remaining users are added after favorable FCDL
- Category 1 Internet implementation of the least bandwidth in the contract starts on July 1 and the target first year bandwidth is implemented after favorable FCDL
- Category 2 WiFi implementation starts on April 1 to make 2 of 20 planned wireless access points functional and remaining access points are installed after favorable FCDL.

If the Applicant selects a phased implementation strategy, vendor contract will need to include appropriate terms including the right to stop implementation if FCDL is unfavorable.

## 2. TERMS AND CONDITIONS

### 2.1 Submission Deadline & Delivery Address

The deadline for submission of proposals is stipulated on the cover page of the SPECIFIC section of this solicitation, along with the submission address. ***Proposals should be valid through the close of the FY2019 application window and until all associated paperwork is completed. If your proposal takes exception to any requirements of this RFP, such exceptions must be clearly stated.***

The preferred format for narrative portions of proposals is a single file with consecutively numbered pages in MS Office or PDF format.

***Submission of the provided RFP Signature Page is required.*** Proposals should include the executed signature page, indicating the bidding organization's firm commitment to their proposal, including pricing and schedule. If additional contractual paperwork will be requested, please include as part of your proposal. It should be filled in, signed and ready-to-countersign, should your proposal be selected for award. ***The provided Signature Page should be fully completed and executed by an authorized representative of your firm and include the date signed.***

## FY2019 E-Rate Request for Proposals

If Vendor's proposal is selected for award, Applicant will execute the Applicant portion of the **RFP Signature Page** to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor's contractual documentation.

**Submission of the Pricing Form is required.** Proposals should include the completed **Pricing Form**, as the required format facilitates comparison of proposals. If additional information is needed to clarify pricing, please include as part of your proposal narrative. The **Pricing Form** is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference.

It is the sole responsibility of Vendors to ensure that responses arrive in a timely manner. The Applicant has the right but not the obligation to reject all late or incomplete submissions, as the Applicant determines to be in its own best interest, or to contact vendors to seek corrections (such as missing signature page or technical difficulties opening attachments). Should a correction be requested of vendor, the vendor will have a single opportunity to make the requested correction within a specified deadline. *Only the specific item may be corrected*; a revised proposal with substantive changes is not acceptable.

Applicant reserves the right but has no obligation to determine a short list for final negotiations and contract revisions after the submission deadline, or to accept the winning proposal as submitted on the deadline date and execute without further discussion. Applicant has the right to make zero, one or multiple, exclusive or non-exclusive awards pursuant to this RFP, with or without best and final offers or additional negotiations.

Oral and telephone bids cannot be considered, nor can modifications of proposals by such communication be considered until written versions are provided. The completed proposal form must be without erasures or alterations unless each correction is initialed by both parties. Delivery of the proposals will be considered sufficient authorization from the Vendor to the Applicant to make a binding contract based on the scope, terms and conditions of the proposal, with this RFP and any amendments to it included intact or by reference.

## **2.2 Costs Associated with Preparation of the Vendor's Response**

The Applicant will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

## **2.3 Subcontractors**

All subcontractors working on Applicant's projects must meet the same standards and qualifications applicable to vendor's regular employees, including all applicable drug-free, bonding and insurance requirements.

## **2.4 Interpretation, Additional Information, Corrections and Addenda**

Any interpretation, correction, clarification or change of this RFP will be made by posting an Addendum or Amendment on the same system(s) as the original RFP. Interpretations, corrections or changes to the RFP made in any other manner, such as verbally during a *walk through*, will not be binding; Vendors should not rely upon such interpretations, corrections or

## FY2019 E-Rate Request for Proposals

changes unless so posted in writing. It is the sole responsibility of the Vendor to check for all posted Addenda and Amendments throughout the time from posting of the RFP through the deadline for submission of proposals. *Questions or requests for clarification of this RFP should be sent to the email address indicated on the cover page of the SPECIFIC section of the RFP, by the deadline indicated on the cover page of the SPECIFIC section of the RFP. Questions submitted after the question deadline will be ignored.* Except where explicitly stated to the contrary, Vendors should not attempt to contact Applicant personnel by any method during the bidding period; such contacts can potentially taint fair and open competitive bidding, thereby disqualifying your firm. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered amendments or clarifications that are integral to this RFP.

**PLEASE NOTE: USAC’S E-Rate Productivity Center [EPC] portal is the definitive place to find the Applicant’s Form 470, RFP and any amendments to RFPs. It is the responsibility of the vendor to check EPC for all related documents.**

### **2.5 Omissions**

Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation for complete and satisfactory delivery, operation, and support of all proposed products and services; nor shall such omission cause Applicant to waive any of the terms and conditions stated herein.

### **2.6 Implementation, Acceptance, Financing and Payment**

After written notification of contract award and before the start of work, the Vendor will later receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products and services pursuant to the contract(s) awarded as a result of this RFP. Vendors must not deliver products or start work before so advised in writing, and in no case prior to dates allowed by E-Rate program rules.<sup>3</sup>

Applicant reserves the right to determine, on a case by case basis, whether or not implementation shall be contingent on receipt of a favorable Funding Commitment Decision Letter [FCDL] for approximately the amounts anticipated; and in the case of multi-year contracts, this right may be newly asserted for each successive year of the contract. In the event of funding at a lower level than anticipated, Applicant reserves the right to reduce the scope of work accordingly or to cancel the project entirely, at its sole discretion. Applicant also reserves the right to start service immediately upon contract award, with the understanding that services before dates allowed by E-Rate program rules would not be eligible for E-Rate discounts, to wait until dates allowed by E-Rate program rules preceding the funding year or July 1 of the funding year, so as to ensure that all goods and services remain potentially eligible for E-Rate discounts, or to wait for FCDL, after July 1, for the strongest assurance of discounts.

Applicant has the right to conduct acceptance procedures such as equipment testing or a *walk through* before payment. Applicant will strictly enforce contract quality provisions including applicable industry and/or manufacturer standards.

<sup>3</sup> See USAC/SLD “Advance Installation” (<http://hurricanerelief.usac.org/sl/applicants/step05/installation.aspx>).

## FY2019 E-Rate Request for Proposals

Vendor invoices should clearly show the following: Vendor's SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. *Invoices must not be dated prior to E-Rate allowable dates of the relevant funding year*, even if Applicant authorizes early implementation of non-recurring projects. For telecommunications services within California, SLD's "SPI" mode of invoicing is **required** for compliance with California Teleconnect Fund **stacking**. Otherwise, choice of SPI versus "BEAR" invoicing will be at Applicant's discretion, consistent with E-Rate program rules. ***Vendor proposal submission implies willingness to comply with invoicing provisions.***

To the extent compliant with E-Rate, local, and state procurement rules, Applicant reserves the right to adjust or to cancel this entire project or any portion thereof, in the event of significant changes in circumstances beyond Applicant's control, such as reduced E-Rate funding, major state K-12 budget cuts or inability to obtain required permits. Applicant will notify Vendor promptly in case of scope changes or if project must be cancelled and will file Form 500 or other applicable forms to notify the SLD in the case where scope reduction or cancellation occurs after a favorable FCDL.

In the event of significant delays, such as due to late FCDL, should the project eventually proceed, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where necessary (such as due to "product end of life" situations caused by the delay). Labor rates, where applicable, should not increase by more than is justifiable by an objective third-party measure of inflation such as the Consumer Price Index [CPI] during the period of delay.

## **2.7 Warranties and/or Service Level Agreements**

The Vendor shall fully warrant with the manufacturer's warranty or better all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per item basis on the RFP and detailed in the Bid Proposal. Warranty information and/or Service Level Agreement should be explicitly documented in the Vendor's Proposal. The Vendor may also be expected to provide on-site service in addition to the manufacturer's warranty, so please describe this service in detail where available.<sup>4</sup> Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer and his representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is an associated Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply credits as specified by the SLA.

## **2.8 Price Quotations**

Price quotations should include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, licenses, testing, documentation, taxes, surcharges, and the provision of all labor and services necessary or proper for the completion of the work, except as otherwise expressly stated in the RFP. The Applicant shall not be liable for any costs beyond those proposed and awarded. Shipping costs should be estimated Free On Board<sup>5</sup> [FOB] the Applicant

<sup>4</sup> Certain services may be eligible for E-Rate discounts as Basic Maintenance of Internal Connections.

<sup>5</sup> "Free On Board" is the point at which a seller is no longer responsible for shipping cost.

## FY2019 E-Rate Request for Proposals

address(es) specified. Applicable taxes should also be identified and estimated (see Appendix: Example Detail of Taxes).

Service providers are required to offer E-Rate Applicants their products/services at the lowest corresponding prices charged to other similarly situated customers throughout their geographic service area.

“Budgetary” pricing is not acceptable. Provide a proposal with a quote that can be honored, or do not bid.

In the case of Category 1 services, if applicable, it is expected that increasing bandwidth at a given site or adding additional sites would not arbitrarily extend the term of the contract and might result in improved volume pricing. In the case of Category 2 services, if applicable, contracts should allow for extension of implementation schedule for up to twenty-four (24) months in the case of delayed FCDL, with reasonable provisions for annual price adjustments as indicated herein and/or reasonable service substitutions.

## 2.9 Clarification of Responses

The Applicant may at its discretion and at no fee to the Applicant, invite any Vendor to appear for questioning (live or via telepresence) during response evaluation for the purpose of clarifying statements in the response or negotiating terms.

## 2.10 Right to Reject; Unit Pricing

The Applicant reserves the right to accept or reject all proposals when the rejection is in the best interest of the Applicant, such as when no proposal is deemed to be cost-effective or when circumstances have changed significantly since posting of this solicitation. The Applicant further reserves the right to accept an “authorization to order” [ATO] form of contract but then never order any items against that contract.

Applicant reserves the right to award for some, all, or none of the products and services sought herein; if your bid does not allow for selection of a subset of line items or minor variations in the quantities required, please clearly indicate these limitations. If unit pricing varies as a function of volume purchased, please clearly indicate pricing tiers in your proposal.

## 2.11 Acquisition Policies and Other Applicable Regulations

Applicable regulations impose a number of duties and responsibilities on recipients of E-Rate funds and their Vendors.

Applicant obeys applicable local, state(s), and federal competitive bidding and contractual regulations including those of the Schools and Libraries Division of USAC, the Applicant’s State(s) and Applicant’s State(s) Department of Education regulations. Additional Applicant procurement information may be found in Section E, OTHER SPECIFICS of the **SPECIFIC INFORMATION, TERMS AND CONDITIONS**, or the following *non-exhaustive* EXAMPLES:

- California's Public Contract and Education Codes (<http://www.leginfo.ca.gov/calaw.html>)



## FY2019 E-Rate Request for Proposals

- State of Washington K-12 Laws and Regs (<http://www.k12.wa.us/RulesRegs.aspx>)
- Applicant's local Archdiocese
- City Purchasing Division
- Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195 available at:  
[https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14\\_0.pdf](https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf))
- <http://spo.hawaii.gov/references/hrs/>
- <http://dhhl.hawaii.gov/>
- <http://dhhl.hawaii.gov/procurement/2014-2/ifb-14-hhl-001/>
- <http://www.chartercommission.hawaii.gov>

Not all of the above are necessarily applicable, and additional regulations may also apply. Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

Applicant intends to comply and expects Vendors to comply with all applicable local, state (including both public procurement and education codes, as applicable) and federal policies or regulations governing procurement and contracting, including the rules, regulations and guidelines of the FCC, Universal Services Administrative Company [USAC] and its Schools and Libraries Division [SLD]. ***It is the express intent of this solicitation that competitive bidding be fair and open, in full compliance with all applicable guidelines, and that resulting contract awards comply with all applicable rules and regulations.***

Without limitation, Vendors ***may*** be obligated to comply with additional regulations, such as:

- Telecommunications Act of 1998 and subsequent FCC Reports and Orders governing the Universal Service program (including but not limited to document retention and invoicing procedures)
- Local construction codes, in the case of cabling projects<sup>6</sup>
- The Drug-Free Workplace Act, 42 U.S.C. § 702 and implementing regulations published at 15 CFR Part 29
- Lobbying restrictions
- Federal Equal Employment Opportunity and Non-Discrimination rules
- The Copeland "Anti-Kickback" Act, 18 U.S.C. 874 and 40 U.S.C. 276c

Not all of the above are necessarily applicable, and additional codes or regulations may also apply. ***It is the responsibility of the Vendor to determine which codes and regulations are applicable to the services that it provides and to comply with all such regulations.*** Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

<sup>6</sup> Per CDE, as of 3/1/2015, cabling (public works) vendors will have to register with the Department of Industrial Relations [DIR] for the purposes of labor compliance. Lookup: <https://efiling.dir.ca.gov/PWCR/Search.action>.

## FY2019 E-Rate Request for Proposals

**2.12 Form of Contract**

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,<sup>7</sup> annual contracts, multi-year contracts and contracts with voluntary renewals, including contracts with well-defined provisions to adjust pricing for inflation as part of the annual renewal process. Preferred contract terms per service may be noted in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP. Where appropriate, such as for multiyear Internet contracts, Applicant's preference is for an "Authorization to Order" type of contract, with pricing per service level, enabling Applicant to place orders from time to time pursuant to the contract. For Internet services, contract terms should include tiered pricing for bandwidth upgrades for the term of the contract. Pricing proposals that take into account cumulative volume over the life of the contract are helpful. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal; contracts allowing for voluntary renewals will be considered more advantageous.

All documents associated with this solicitation and all addenda issued pursuant to this solicitation shall be incorporated either in their entirety or by reference into the final contract. This solicitation and any resulting contract(s) are intended to be fully compliant with all applicable state and local laws and purchasing regulations, as well as with the rules of the E-Rate program. If any aspect of this solicitation or any resulting contract fails to comply in any manner with all applicable rules and regulations, it shall be amended to comply, if possible, or, if not possible, shall be considered null and void.

Contract provisions must include the following:

- The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant's local procurement rules, Applicant's State's procurement regulations, and the E-Rate program rules
- Applicant right to:
  - (a) Not proceed with contracted products/services unless approved by Applicant Board, if required, or authorized official of Applicant, if Board approval is not required
  - (b) Not proceed with contracted products/services unless E-Rate funding is approved
  - (c) Not proceed with contracted products/services if E-Rate funding is lower than requested
  - (d) Optionally proceed with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
  - (e) Optionally proceed with 'same functionality' products as needed (service substitution).

Unless otherwise specified, Applicant prefers contract terms:

- Starting on July 1 and ending on June 30 of each funding year for recurring services
- Starting on July 1 (or earlier to extent allowed by program rules) and ending on September 30 of each funding year for Internal Connections
- That include voluntary extensions, renewable at discretion of Applicant

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<sup>7</sup> E-Rate does not require signed, written agreements for Month-to-Month or Tariffed services; however, such arrangements must be competitively bid anew for each funding year.

## FY2019 E-Rate Request for Proposals

- That allow extension of contract expiration date as needed for Applicant convenience
- That allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services.

In general, Applicant prefers “discount” invoicing method and Service Provider Invoicing [SPI].

Vendors may bid on the entire RFP or on any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B of the SPECIFIC section of this RFP in partnership with other vendor(s). However, a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above is required. For example, if *B.1 WAPs and Switches* solicits for wireless access points and switches, Vendor A bidding on wireless access points may partner with Vendor B bidding on switches, provided that together Vendor A and Vendor B propose a complete solution for *B.1 WAPs and Switches*; separately, both Vendor A’s and Vendor B’s bids will be disqualified. Applicant may have a scoring preference for a single vendor providing a turnkey solution; please refer to proposal evaluation criteria specified in accompanying document(s). **Within each of the numbered groups of PRODUCTS AND SERVICES SOUGHT in section B of the SPECIFIC section of this RFP, Applicant requires bids on the entire group, to facilitate “apples to apples” comparison of proposals.**

Internal Connections contract periods should expire on September 30, consistent with the E-Rate service delivery deadline for non-recurring services, and allow for delivery extensions as needed consistent with E-Rate program rules.

### 2.13 Shipping/Delivery

Where applicable, proposals should itemize costs for mileage charges, equipment rental charges, taxes and shipping. Shipping costs should be estimated FOB the physical address where products or services will be delivered. Documenting the rationale for any mileage-related charges (such as distance from Vendor’s nearest Central Office [CO]) is helpful in case the service locations might change during the funding year.

### 2.14 Vendor Qualifications

Due to technical complexity, application risk and potential liability, and to protect the Applicant’s and the SLD’s shared investment in infrastructure and services, Applicant expects the following industry standard certifications or evidence of equivalent qualifications ***as appropriate to the products and services offered***. Failure to meet the following *required vendor qualifications* will justify disqualifying a proposal without further scoring:

- Vendor must retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic reviews of the vendor’s processes and forms and assist the Applicant with Beneficiary Audits and ensuring the vendor is in full compliance with SLD/USAC and FCC requirements
- Vendor must have received or document that they are in the process of obtaining a valid SLD Service Provider Identification Number [SPIN]
- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program

## FY2019 E-Rate Request for Proposals

- Vendor must have received or document that they are in the process of obtaining a valid FCC Registration Number
- Vendors proposing telecommunications services must be eligible telecommunications providers (“common carriers” filing Form 499) as defined by SLD or must show that an *exception* applies to their offering
- Vendor should have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD
- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment. (For example, if Cisco or equivalent functionality equipment is being recommended, provider should document appropriate Cisco or equivalent certifications and/or partner status.)
- Vendor must maintain a Drug Free Workplace
- All technicians/installers working at Applicant location must be bonded, or Vendor must carry appropriate amounts and types of insurance. In any event, Applicant shall be held harmless for any claims occurring during performance of this work

During proposal evaluation, depending on the specific products and services sought and the scoring factors, Applicant may also take into consideration one or more of the following evidences of *preferred vendor qualifications* and personnel certifications. Qualifications listed below are *illustrative* of appropriate qualifications for common E-Rate K-12 technology projects; this list is not intended to be comprehensive, nor are all qualifications listed applicable to all projects:

- Proposal should provide evidence, if available, of experience successfully implementing comparably sized, approved E-Rate projects (preferred) or comparable K-12 projects if E-Rate experience is not available.
- Proposal should provide evidence of successful performance in the installation and configuration of the proposed brands of switches, routers, caching solutions, and similar equipment within the K-12 marketplace during the last 3-5 years.
- Project staffing should include RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects.
- Project staffing should include manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent functionality equipment should provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings should provide an RCDD to field supervise any installation work on this project.)
- Proposal should provide a list of references including from 3 to 10 existing K-12 E-Rate customers and the nature of the products or services delivered, with contact information.

### 2.15 Variations, Exceptions and Waivers of Qualifications

All variations from any of the above qualifications or other specifications of this RFP should be clearly noted and explained in the proposal. Nontrivial variations from the *required vendor qualifications* listed above can result in bid disqualification. When not disqualifying, shortcomings in *preferred vendor qualifications* could affect scoring on secondary factors. Applicant shall have the right but not the obligation to consider reasonable requests for minor waivers from these requirements, if Applicant in its sole discretion determines this to be in its

## FY2019 E-Rate Request for Proposals

own best interest. For example, a requirement might be waived where a certification is pending and no other fully compliant bid has been received by the deadline.

### **2.16 Disclaimer Regarding Brand Names -- Equivalent Functionality**

In various parts of this RFP, including any attachments and amendments, references may have been made to particular brands of products and services, typically in the context of providing information about the Applicant's existing infrastructure. The Applicant strongly believes in open and fair competitive bidding, compliant with E-Rate rules as well as applicable state and local rules. There is neither any brand preference nor any intent to imply a bias toward any particular brand. Such references are purely intended to help convey functional or configuration information about the products and services in use. For each such reference, the phrase "compatible with" or the phrase "or equivalent functionality," if not explicitly stated, is hereby included by reference, as appropriate to the context. Applicant seeks the most cost-effective solutions consistent with the RFP requirements and E-Rate program rules.

### **2.17 Vendor Conference call**

*If a Vendor Conference Call will be held, details will be specified in accompanying documents.*

### **2.18 Vendor Walk Through**

*If a Vendor Walk Through will be held, details will be specified in accompanying documents.*

### **2.19 Additional Requirements**

#### 2.19.1. INSURANCE

For on-site projects, the Vendor further agrees to obtain and maintain in full force and effect a policy of public liability insurance (both bodily injury and property damage coverage), during the term of this contract and for 60 days following, naming the Applicant and its officials and employees as additional insureds on such policy and providing single limits coverage (for bodily injury and property damage) of at least \$1,000,000 for such additional insureds under the policy. Such insurance shall afford coverage for any occurrence arising out of or connected in any way with the work performed or to be performed pursuant to this contract. It is further agreed that the Vendor will pay the Applicant the costs, expenses, and attorneys' fees incidental to the enforcement of this provision of this contract.

Vendor shall maintain, at all times during the term of the Agreement, Workman's Compensation Insurance, including Occupational Diseases, with Statutory Limits as provided by the laws of the State where work is done and Employer's Liability Insurance not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for all of its employees. Vendor shall be solely responsible for accounting for, reporting and paying all costs in connection therewith.

Certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

## FY2019 E-Rate Request for Proposals

2.19.2. COMPLIANCE WITH LAWS

Vendor shall at all times throughout the term of this Agreement and any extensions thereof, observe and comply with, and ensure that all services, vehicles, labor, material and personnel comply with each and every law, rule, regulation, and statute of the federal government, State government, and each local municipality in which the contract will be performed. The following laws must be complied with, but are identified for reference only, and in no way is this list all-inclusive:

- a) The State Human Rights Act
- b) Equal Opportunity Act
- c) The Prevailing Wage Act
- d) The Fair Labor Standards Act
- e) The State School Code
- f) The State Motor Vehicle Code
- g) The State Use Tax Act
- h) The Occupational Safety and Health Act and the standards and regulations issued thereunder
- i) The Public Construction Bond Act
- j) The Consumer Product Safety Act

Vendor, in performing this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or any additional reason prohibited by law, or otherwise commit any unfair employment practices.

2.19.3 REPRESENTATIONS OF VENDOR

Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:

- a) Vendor has the necessary equipment and personnel or has documented financial ability and means to acquire the same sufficient to adequately and properly perform this Agreement in accordance with the Request for Proposals and applicable laws.
- b) Vendor represents and covenants that no official, employee or agent of Applicant (1) has been employed or retained to solicit or aid in the procuring of this Agreement; and (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to Applicant.
- c) Vendor certifies that the Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and that the Vendor acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Applicant's facility(ies) or any other governmental or elected official, nor has Vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such an admission.

### FY2019 E-Rate Request for Proposals

- d) Vendor certifies that all of its employees/subcontractors who will be present on school premises when students are present have successfully passed, pursuant to local school code, a criminal background and investigation check, and have tested negative for TB within the past three years.
- e) Vendor confirms pricing meets Lowest Corresponding Price requirement of the E-Rate Program.
- f) Vendor acknowledges and understands that Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor.

#### 2.19.4. SALES TAX EXEMPTION

If the Applicant is a local government entity and sales to the Applicant are exempt from Tax, Vendor will complete the paperwork required to enable the project to receive these tax exemptions.

#### 2.19.5 ITEM 21 ATTACHMENT

If selected for award, Vendor will promptly provide the completed Item 21 Attachment in *SLD standard template format* ready for upload to the Form 471 application, with: proper SPIN; properly categorized description of products/services; quantities; itemized taxes, fees, surcharges, shipping; ineligible costs clearly isolated. Obtain Item 21 Attachment template from SLD website, once Form 471 is available. Item 21 details must match the proposal to the penny; any discrepancy will be resolved in the favor of the Applicant.

## FY2019 E-Rate Request for Proposals

**Appendix: Example Detail of Taxes<sup>8</sup>**

The Applicant seeks the *total* cost. Where applicable, please provide details of relevant taxes, fees and surcharges, clearly noting E-Rate eligibility of each. The following California-specific taxes et cetera provides an example of the detail expected in the Vendor proposal.

The eligible California phone service taxes and fees include (see <http://www.cpuc.ca.gov/PUC/Telco/Consumer+Information/surcharges.htm>):

- CA Public Utility Commission Fee
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

*In addition, some cities levy:*

- *Communications Services Tax*

For wireless phone service in California, some vendors supply the following information:

- Regulatory Cost Recovery Charge
- Federal Universal Service Fund
- Other AT&T Surcharges

In addition, some vendors collect the following state-mandated fees. These are small, fixed charges, which are not directly convertible into constant percentages:

- Carrier Line Charge
- Universal Connectivity Charge
- State Regulatory Fee

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<sup>8</sup> This is an example; vendors should provide similar details for Applicant local and state areas.



**Magnolia Public Schools**  
 FY2019 E-Rate Request for Proposals

**REQUEST FOR PROPOSALS**  
**E-Rate Eligible Category 2 Products and Services**  
**Funding Year 2019: 7/1/2019 – 6/30/2020**



<b>Applicant</b>	<b>Magnolia Public Schools</b>
<b>Billed Entity Number</b>	<b>17003590</b>
<b>Establishing Form 470</b>	<b>190002072 (Nickname: mps_y22_470_c2)</b>

*Submit **QUESTIONS** about this RFP or associated Form 470 by email to:*

[\*\*erate.mps@learningtech.org\*\*](mailto:erate.mps@learningtech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP), the deadline for submission of **QUESTIONS** is **5pm PST, 20 calendar days from the Certified Date** shown on the associated Form 470.

*Submit **PROPOSALS**, including Signature Page, by email<sup>1</sup> to:*

[\*\*erate.mps@learningtech.org\*\*](mailto:erate.mps@learningtech.org)

***Pricing Form must be submitted separately using online form***

Unless indicated elsewhere (e.g., by amendment to this RFP), the deadline for submission of **PROPOSALS** is **5pm PST, 35 calendar days from the Certified Date** shown on the associated Form 470.

**OPTIONAL Vendor Walk Through**  
**Date and time to be announced via RFP amendment**  
**18355 Roscoe Blvd., Northridge, CA 91325**

<sup>1</sup> In the unlikely event of technical difficulties, please contact the [Technical Contact](#) indicated on the Form 470.

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

## **OVERVIEW**

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

The GENERAL INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this SPECIFIC INFORMATION, TERMS AND CONDITIONS document by reference. The GENERAL section instructs the respondent about general information, and general terms and conditions.

This SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant's current situation and desired solutions)
- Proposal submission details:
  - Questions email and deadline
  - Submission mechanism and deadline
  - Vendor meeting dates and times (if applicable)
  - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
  - Relevant technical specifications
  - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

**All critical dates** (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

**A responsive proposal will be submitted per instructions on the first page of this SPECIFIC section and will include:**

- 1. Vendor's proposal**
- 2. Vendor's cover letter, or executive summary in proposal to include:**
  - a. Succinct recap (single page, no more than 2 paragraphs) in non-technical terms, of what the proposal provides to the Applicant**
  - b. Clear statement regarding for which part of the RFP this proposal is a valid response (e.g., B.1, B.2)**
  - c. The price, subtotalling E-Rate eligible items separately from items *not* eligible for E-Rate support**
  - d. The contract term, explicitly clarifying the start date of the contract as:**
    - Contract signature date, or**
    - Service activation date, or**
    - 7/1 of the E-Rate funding year, or**
    - Other**
  - e. Confirmation that the proposal is valid and will be held firm through the close of the FY2018 application window and until all associated paperwork is completed**
  - f. Brief list of any exceptions to any requirements of this RFP**
- 3. Fully executed RFP Signature Page, signed by Vendor's authorized representative**
- 4. Pricing Form(s) (submitted via online form)**
- 5. Timely submission**

**Vendors submitting proposals can expect:**

- NO private calls, meetings, demos will be accepted during the competitive bidding process, thereby maintaining an "open and fair" competitive bidding process per E-Rate program rules
- Acknowledgement of receipt of proposals
- Email notification of award or regret, *after* Applicant decisions are made, and typically *after* the Form 471 applications are submitted. Vendors winning awards will likely be requested to provide contract documents before the window closes. If you have not been advised of the outcome before the window closes, you probably did not win, but you WILL hear from us to close the loop
- Extra emails and phone calls just before the window closes asking, "did I win?" slows the decision process, so please resist this temptation.

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

## SPECIFIC INFORMATION, TERMS AND CONDITIONS

### A. BACKGROUND

Magnolia Public Schools [MPS] is a CA Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), and serves grades K-12. MPS has 1 non-instructional facility [NIF] and 8 schools in the Los Angeles area, 1 school in Orange County, and 1 school in San Diego. MPS applies for E-Rate as a “charter district” for the NIF and all schools.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava
Applicant Implementation Contact	Rasul Monoshev
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

The following background information about the Applicant’s existing technology infrastructure and goals may be helpful in preparing a responsive bid.

MPS is constructing a new building at MSA1 in Reseda, which will expand current facilities, though MSA1 will remain a single school at the same address. The new building will be connected to the main site via fiber LAN as a result of the main construction project.

Entities included in this RFP are listed below; bidders should rely on this RFP list of entities as the definitive list of entities participating in this RFP. (Note that due to EPC data discrepancies, the Form 470 **Billed Entity** or **Recipients of Service** or **Number of Eligible Entities** sections may differ from those listed below).

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

#	Entity Name	Address	BEN	Enrollment <sup>2</sup>
1	Magnolia Science Academy	18238 Sherman Way Reseda, CA 91335	234483	912
2	Magnolia Science Academy Valley	17125 Victory Blvd. Van Nuys, CA 91406	16056857	458
3	Magnolia Science Academy Carson	1254 East Helmick Street Carson, CA 90746	16056858	460
4	Magnolia Science Academy Venice	11330 West Graham Place Los Angeles, CA 90064	16056859	192
5	Magnolia Science Academy Los Lobos	18230 Kittridge Street Reseda, CA 91335	16056860	187
6	Magnolia Science Academy Palms	3754 Dunn Drive Los Angeles, CA 90034	16056861	173
7	Magnolia Science Academy Elementary	18355 Roscoe Blvd. Northridge, CA 91325	16028804	301
8	Magnolia Science Academy Bell	6411 Orchard Avenue Bell, CA 90201	17016161	499
9	Magnolia Science Academy Santa Ana	2840 W. 1st Street Santa Ana, CA 92703	16056863	407
10	Magnolia Science Academy San Diego	6525 Estrella Avenue San Diego, CA 92120	16056862	725
11	Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776	0
12	Magnolia Public Schools District	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590	Na

<sup>2</sup> Enrollment is current projection.

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

## **B. PRODUCTS AND SERVICES SOUGHT**

In the event that alternative technologies, topologies or pathways would improve functionality or reduce cost, bidders are encouraged to propose recommended alternatives *in addition to* estimating as indicated in this RFP.

### Category 2 (Internal Connections, MIBS, BMIC)

REMINDER: All E-Rate Category 2 funding is based on PER ENTITY budgets. Therefore, all proposals must clearly subtotal products/services PER ENTITY.

For reference, a typical school network will have the following:

- a. One MDF per entity, ideally located at the Minimum Point of Entry [MPOE], plus multiple IDFs
- b. MDF to contain: router (if needed), firewall, switches, patch panels for telephone (though no longer eligible for E-Rate) and data traffic, appropriately sized UPS
- c. IDFs to contain: patch panel, switch(s), appropriately sized UPS
- d. All IDF and MDF equipment will be mounted on standard 19-inch racks.

#### **B.1 Category 2, Internal Connections – Cabling**

##### **Posted in Form 470 under these functions:**

- Cabling
- Antennas, Connectors, and *Related Components*

##### **Recipients of Service:**

- MSA-7 (Northridge)

##### **Requirements**

Proposals should include materials and installation of:

- Fiber Runs
  - Quantity of connections = 1
  - Estimated total feet = 150
- Related Components
  - Patch Panels
    - Quantity, as needed
    - Fiber or copper panels, as needed, rated to match cabling
  - Conduit/raceways as needed
  - Mounting/junction boxes
  - Other items needed for a complete and working system

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

- FIBER Specs:
  - Fiber runs should be twelve (12) strands of 50/125  $\mu$ m 10 Gbps-rated multimode terminated with LC type connectors on all strands
- General Specs:
  - All wiring must be labeled on both ends and tested, with wiring maps supplied. Copper and fiber test results and wire maps are to be supplied to the Applicant in electronic format
  - All necessary racks, cabinets, patch panels, patch cables, raceways, surface mount boxes, junction boxes, and similar items needed for a complete and working system should be included in cabling bids
  - All necessary additional patch cables should be supplied, in appropriate lengths
  - All runs should be properly terminated at the patch panel unless otherwise indicated
  - Bids should summarize average per-drop pricing, including all parts, labor, taxes, and shipping
  - Bids to include removal and disposal of old wiring (separate subtotal)
- Pricing Form (required): Vendors should submit the completed Pricing Form via online form available at this link (<https://fs28.formsite.com/kQm1gu/form1/index.html>):

[pricing\\_form\\_c2](#)

NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. **No deviation may be introduced between the submitted Pricing Form and any resulting contract.**

Please submit separate Pricing Form per site.

- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 9/30, with the option to extend for up to two (2) additional 1 year periods as may be required to complete the full project.

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

## B.2 Category 2, Internal Connections – Network Components

### Posted in Form 470 under these functions:

- Antennas, *Connectors*, and Related Components
- Switches
- UPS/Battery Backup
- Access Point
- Wireless Controller

### Recipients of Service:

- MSA-1 (Reseda)
- MSA-7 (Northridge)

### Summary

Recipient of Service	MSA-1 (Reseda)	MSA-7 (Northridge)
48-port Switch, Layer 3	4	5
SFP Module	8 - 16	10 - 20
UPS unit	1	1
Access Point	38	17
Access Point Controller, if needed	1, if needed	1, if needed
FYI: ISP CPE handoff is:	Copper preferred	Copper preferred

### Requirements

Proposals should include these internal connections and OPTIONAL installation of:

- Antennas, Connectors, and Related Components
  - 10 Gbps SFP modules
- Switches
  - Sufficient quantity of switches to activate all ports with modest (20%) spare capacity
  - All switches must support Layer 2 (for most applications) or Layer 3 (for applications where a router is required), PoE+, QoS, RJ-45 ports. Prefer identical 48-port models (or 24-port where less capacity is needed), stackable
  - All RJ45 ports of any switch must be 10/100/1000 Mbps auto-negotiating
  - Switches manageable from more than a single major desktop OS platform are preferred
  - All fiber-capable equipment must support four SFP modules with LC connections
  - 3-year usage licenses, as required
  - 3-year support licenses, as required



**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

- UPS/Battery Backup
  - An appropriately sized Uninterruptible Power Supply [UPS] (preferably rack-mount) should be provided for each rack of E-Rate eligible network equipment (part of network active element hardware quote)
  - In MDF, UPS should support at least 1 hour of uptime given anticipated loads
  - In all IDFs, UPS should support at least 30 minutes of uptime given anticipated loads
  - Enough capacity to support all LAN/WAN connection components and work with PoE capable devices, and include at least 6 outlets
  - Anticipated Volt Amps = 1500 VA to 3500 VA
  - UPS units to support ineligible equipment, as needed, may be quoted if a method of cost allocation can be established
  - Any required/associated software
  
- Access Points
  - Support for QoS and VLANs
  - Capable of supporting 2 uplink-side RJ45 connections, with Power-over-Ethernet, 10/100/1000BaseT, auto sensing, auto-MDX, for a nominal combined bandwidth capacity of at least 2 Gbps
  - Sufficient density of access points to have seamless coverage at any location in the network coverage area, capable of supporting an average nominal throughput of 32 Mbps for each of up to 64 connected devices, with increased bandwidth per device when there are fewer connections
  - Wireless access points must support 802.11n and 802.11ac (as well as 802.11g), and work with access point controller if used
  - PoE-ready
  - Dual Radios or a mix of interoperable APs supporting both commonly used frequencies
  - Please provide volume tiered unit pricing noting any applicable packaging bundles
  - 3-year usage licenses, as required
  - 3-year support licenses, as required
  
- Wireless Controller, if needed
  - Wireless Access Controller solution capable of handling all proposed WAPs; either LAN-based or cloud-based controller technologies are acceptable
  - Ability to handle a mix of 802.11g, 802.11n and 802.11ac wireless access points
  - Support for QoS and VLANs
  - Sufficient quantity of 3-year usage licenses, as required
  - Sufficient quantity of 3-year support licenses, as required
  
- Pricing Form (required): Vendors should submit the completed Pricing Form via online form available at this link (<https://fs28.formsite.com/kQm1gu/form1/index.html>):

[pricing form c2](#)

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. **No deviation may be introduced between the submitted Pricing Form and any resulting contract.**

Please submit separate Pricing Forms per site for components and separate Pricing Forms per site for installation.

- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 9/30, with the option to extend for up to two (2) additional 1 year periods as may be required to complete the full project.

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

### B.3 Category 2, Basic Maintenance of Internal Connections

**Posted in Form 470 under this function:**

- Firewall Service and Components
- Switches
- UPS Units
- Access Point
- Wireless Controller

**Recipients of Service:**

1. MSA-1 (Reseda)
2. MSA-2 (Valley)
3. MSA-3 (Carson)
4. MSA-4 (Venice)
5. MSA-6 (Palms)
6. MSA-7 (Northridge)
7. MSA-8 (Bell)
8. MSA-SA (Santa Ana)
9. MSA-SD (San Diego)
10. Central Office (this NIF is not eligible for E-Rate Category 2 support)

NOTE: MSA-5 (Los Lobos) is NOT INCLUDED in this request.

**Requirements**

Proposals should include:

- Support for ten (10) Palo Alto 3020 firewalls to include:
  - Extended service agreement
  - Advance parts replacement
  - Access to the online support portal and 24 x 7 x 365 phone and email support
  - Software updates
  - Advanced hardware replacement service with next business day shipping of replacement hardware
- Licenses
  - 3-year usage licenses, as required for Internal Connections identified in section B.2 above
  - 3-year support licenses, as required for Internal Connections identified in section B.2 above
- 80 hours/yr Basic Maintenance of Internal Connections for MSA-1 for these existing components, plus new components from section B.2 above:

Site	Component	Make/Model	Qty
MSA1 (Reseda)	Switches, existing	HP J9729	10
MSA1 (Reseda)	Switches, per section B.2 above	TBD	4
MSA1 (Reseda)	UPS unit, per section B.2 above	TBD	1
MSA1 (Reseda)	Access points, per section B.2 above	TBD	38

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

Site	Component	Make/Model	Qty
MSA1 (Reseda)	Access point controller, if needed, per section B.2 above	TBD	1
<b>NOT E-Rate eligible; please provide separate quote</b>			
MSA1 (Reseda)	DNS Server (not eligible for E-Rate support, please provide separate quote)	HPML 350series	1

- 80 hours/yr Basic Maintenance of Internal Connections for MSA-7 for these existing components, plus new components from section B.2 above:

Site	Component	Make/Model	Qty
MSA7 (Northridge)	Switches, existing	HP J9729	2
MSA7 (Northridge)	Switches, per section B.2 above	TBD	5
MSA7 (Northridge)	UPS unit, per section B.2 above	TBD	1
MSA7 (Northridge)	Access points, per section B.2 above	TBD	17
MSA7 (Northridge)	Access point controller, if needed, per section B.2 above	TBD	1
<b>NOT E-Rate eligible; please provide separate quote</b>			
MSA7 (Northridge)	DNS Server (not eligible for E-Rate support, please provide separate quote)	HPML 350series	1

- Pricing Form (required): Vendors should submit the completed Pricing Form via online form available at this link (<https://fs28.formsite.com/kQm1gu/form1/index.html>):

[pricing form c2](#)

NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. **No deviation may be introduced between the submitted Pricing Form and any resulting contract.**

Please submit separate Pricing Forms per site and separate Pricing Forms per site for E-Rate ineligible items.

- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 6/30, with the option to extend for up to two (2) additional 1 year periods at discretion of Applicant.

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

### C. VENDOR CONFERENCE / WALK THROUGH

Vendor Conference Call and/or Walk Through information follows.

**ONLY checked items (☑) apply.**

- A Vendor Conference Call will NOT be held. Please do not request a special appointment.
- A Vendor Walk Through will NOT be held. Please do not request a special appointment.
- A Vendor Conference Call will be held at the **date** and **time** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of the call-in details, and any unanticipated, last minute changes in scheduling. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

Attendance is *optional*.

Attendance is **mandatory**.

- For the MSA-7 (Northridge) Fiber Cabling project ONLY, a Vendor Walk Through will be held at the **date** and **time** and **location** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of any unanticipated, last minute changes in scheduling or starting location. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

Attendance is *optional*.

Attendance is **mandatory**.

Sign-in and a business card or similar contact information will be expected upon arrival. Answers to clarifying questions not adequately explained in the existing RFP materials will be posted as RFP Addenda or Amendments on the same web site as this document and available to all vendors. Please note that, depending on the bid evaluation criteria indicated herein, where attendance is optional, non-attendance might still affect scoring on a secondary proposal evaluation factor. Vendors should never offer gifts or favors of any kind, however small, to anyone associated with the Applicant or Applicant's family members. Submission of a proposal constitutes a presumptive certification that there is no conflict of interest.

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

#### **D. EVALUATION CRITERIA**

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and services as the highest weighted factor. Secondary factors will also be considered as further described below.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Disqualification factors include:

- Non-compliance with E-Rate program rules
- Non-compliance with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the required Pricing Form (via online form)
- Failure to submit a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above. (For example, if Applicant seeks a full complement of Network Components and vendor proposes only the firewall, the firewall proposal will be disqualified unless *no* reasonably complete solutions have been received.)
- Failure to meet minimum specifications for key components of solution (such as port speed of switches)
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Submission of any documents that are “Proprietary” or “Confidential”
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- “Budgetary” pricing: prices for products and services must be firm commitments; surprise special construction costs are not acceptable.

In the event that all proposals are disqualified, leaving the Applicant with no responsive bids, the Applicant, at its sole discretion, may waive individual disqualification factors.

**All qualified proposals will be evaluated using the following factors and weights.**

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

Criterion	Weight
Cost of eligible products and services <sup>3</sup> during <i>initial</i> contract term	30%
Functionality/completeness/specifications of proposed solution <sup>4</sup>	29%
Cost of <i>ineligible</i> products and services <sup>5</sup> during <i>initial</i> contract term	9%
Contract terms and conditions <sup>6</sup>	9%
Vendor qualifications <sup>7</sup>	9%
Quality of proposal documentation <sup>8</sup>	9%
Extent to which a single-provider, turnkey solution is provided <sup>9</sup>	5%
<b>Total</b>	<b>100.00%</b>

### E. OTHER SPECIFICS

Except for fiber cabling, Applicant anticipates handling installation of equipment and software. However, if adequate Category 2 budget is available, and vendor pricing is acceptable, Applicant may opt for vendor installation. Therefore, installation should be subtotaled separately in proposals.

<sup>3</sup> This criterion is required and must be the most heavily weighted, per E-Rate program rules.

<sup>4</sup> For Internal Connections, consideration is given to: completeness of solution; realism of estimates; soundness of technical approach; scope of work described in a way that indicates clear understanding of the project requirements; quality and functionality of proposed components; compatibility with existing components; installation complexity; installation timetable. If self-installation is required, sample instructions should be provided. For Basic Maintenance of Internal Connections, location of nearest vendor service depot may be considered.

<sup>5</sup> Such as firewall services.

<sup>6</sup> Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred (e.g., SPI invoicing). Contract expiration date that is exactly 9/30 with option for extension is strongly preferred for Category 2 Internal Connections.

<sup>7</sup> Factors to be considered include: technical credentials, staff certifications, industry experience, references, quality and clarity of proposal document, adherence to RFP requirements, responsiveness during bid evaluation, and E-Rate compliance/experience/track record. Attendance at optional walk-through will be considered a plus.

<sup>8</sup> Factors to be considered include: accuracy (e.g., shipping and taxes included, correct tax percentage used, correct math), and clarity (e.g., legibility, explanation of any deviation from RFP).

<sup>9</sup> *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract with a single vendor mostly/completely addresses all the requirements; however, use of subcontractors is acceptable.

**Magnolia Public Schools**  
 FY2019 E-Rate Request for Proposals

**REQUEST FOR PROPOSALS**

**Signature Page (required)**

<b>Applicant</b>	<b>Magnolia Public Schools</b>
<b>Billed Entity Number</b>	<b>17003590</b>
<b>Establishing Form 470</b>	<b>190002072 (Nickname: mps_y22_470_c2)</b>

**For the Vendor:**

Vendor hereby promises to deliver the products and services according to the pricing and schedule described in Vendor’s submitted proposal and Pricing Form and to comply with all terms and conditions of the REQUEST FOR PROPOSALS (including both GENERAL INFORMATION, TERMS AND CONDITIONS and SPECIFIC INFORMATION, TERMS AND CONDITIONS) and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.

Signature

Printed Name and Title

Vendor Name

Date

SPIN

Pricing Form Reference # (from online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B.\_\_\_\_

\_\_\_\_\_  
 (for clarity, please provide name of section as well)

**For the Applicant:**

If Vendor’s proposal is selected for award, Applicant will execute below to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor’s additional contractual documentation. All terms and conditions of the RFP and all RFP amendments and supporting materials are included by reference.

Signature

Date

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN



FY2019 E-Rate Request for Proposals

# REQUEST FOR PROPOSALS

## E-Rate Eligible Products and Services

### Funding Year 2019: 7/1/2019 – 6/30/2020

#### OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

This GENERAL section instructs the respondent about general information, and general terms and conditions. The SPECIFIC INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this GENERAL INFORMATION, TERMS AND CONDITIONS document by reference.

The SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant's current situation and desired solutions)
- Proposal submission details:
  - Questions email and deadline
  - Submission mechanism and deadline
  - Vendor meeting dates and times (if applicable)
  - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
  - Relevant technical specifications
  - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

**All critical dates** (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

## FY2019 E-Rate Request for Proposals

**GENERAL INFORMATION, TERMS AND CONDITIONS****E-Rate Program Background**

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries Division [SLD] Forms 470, in partial fulfillment of the requirements for Federal Communications Commission [FCC] Universal Service Fund [*E-Rate*] discounts. E-Rate provides discounts for certain school or library technology products and services, including:

- Category 1:
  - Leased Lit Fiber
  - Internet Access and Transport Bundled
  - Transport Only - No ISP Service
  - Internet Access: ISP Service Only
  - Leased Dark Fiber and Leased Lit Fiber
  - Self-Provisioned Network and Services Provided Over Third-Party Networks
  - Cellular Data Plan/Air Card Service
  - Voice Service
  - Cellular Voice
  - Other
- Category 2:
  - Internal connections
  - Managed Internal Broadband Service
  - Basic maintenance of internal connections.

For more information about this Federal program, and before responding to this RFP, please refer to the SLD web site, [www.usac.org/sl/](http://www.usac.org/sl/), or call the SLD Help Line at 888-203-8100.

**Learningtech.org** [The Miller Institute for Learning with Technology, Consultant Registration Number 16043681], a **Consulting firm**, is **not** the E-Rate **Applicant**. Learningtech.org is the Applicant's **Consultant**, retained to handle competitive bidding interactions and other aspects of the E-Rate application. Therefore, please:

- Put the Applicant's name and contact information on any documents resulting from winning proposal(s)
- Do not contact school personnel either with general questions about E-Rate, or to offer ineligible services or services not requested on this RFP, or to request a meeting or offer trial equipment.

All questions and contacts about this RFP should be via electronic mail, addressed as indicated on the cover page of the SPECIFIC section. Learningtech.org staff will gather the necessary information to respond to legitimate questions and provide answers by posting addenda or amendments clarifying this RFP on the same system(s) as the original RFP. All such postings are considered formal elements of this RFP and should be considered incorporated by reference into any resulting agreements. Postings may occur from time to time during the bidding period; please be sure to check back periodically while preparing your proposal.

Telephone, facsimile or U.S. mail inquiries or submissions are strongly discouraged, and are apt to be overlooked during proposal evaluation. As a school/district, library or education-related consortium, the Applicant does not have the personnel resources to respond to generalized

## FY2019 E-Rate Request for Proposals

inquiries or blanket advertising broadly targeting E-Rate applicants. Such materials shall be deemed "Unsolicited Commercial Email" (spam); Applicants have no obligation to respond to spam. Repeated spamming could cause *all* of your information to be overlooked, your email address to become blacklisted by our filtering system, and/or (at a minimum) divert Applicant attention from any materials intended as serious, legitimate responses to this RFP. Please clearly indicate to which of the solicitation requirements your proposal is a valid response.

Vendors should have, or should promptly apply for, a valid E-Rate program Service Provider Identification Number [SPIN] and meet other criteria, as further described herein.

For coordination of California Teleconnect Fund discounts for Category 1 services in California, service providers must discount invoices to the Applicant and submit the balance to the E-Rate program via Service Provider Invoice [SPI] forms, as specified by the SLD. Invoicing information is further described below.

Your proposal should refer to this RFP specifically, as well as the Applicant name, the establishing Form 470 Number and Billed Entity Number. You should also clearly indicate your currently valid SPIN number and FCC Registration Number [FCC RN].

***Descriptions of products and services are expected to provide sufficient line item detail, in a format suitable to serve as SLD Standard Form 471 Item 21 Attachments, with minimal need for Applicant modification.***

Applicant intends to procure products/services, and seeks only proposals that are fully compliant with all state and local procurement rules, codes and regulations, as well as being fully compliant with all rules and guidelines of the E-Rate program. **Per E-Rate rules, confidential bids are not acceptable.**<sup>1</sup>

## 1. GENERAL INFORMATION

### 1.1 Introduction and Scope

Starting with Funding Year 2018 (July 1, 2018 – June 30, 2019), Applicant seeks proposals for eligible products and services in the categories of service listed in **Service Requests** section of the Form 470 and further detailed in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP.

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve telecommunications and/or Internet access services and/or technology infrastructure and/or managed internal broadband services and/or basic maintenance of infrastructure, to enhance student achievement in its classrooms. Qualified entities offering these products and services [Vendors] should submit proposals including detailed descriptions, with all costs associated with the delivery of the products and services (parts, labor, installation, testing, acceptance, configuration, turn-up, applicable taxes/fees, shipping, and so on). Any line items

<sup>1</sup> In general, the prices for products and services for which E-Rate discounts are requested can no longer be confidential.

## FY2019 E-Rate Request for Proposals

not 100% eligible for E-Rate discounts according to program rules should be isolated, with separate subtotals.<sup>2</sup> Items that are conditionally or partially eligible should also be noted. Ineligible items should be eliminated when possible (or minimized where necessary but ineligible) and broken out as separate line items or separate proposals. Proposals for ineligible products and services, however potentially useful to school technology programs (such as, say, interactive white boards or end user computers) should **not** be submitted in response to this RFP; Applicant will seek whatever additional, ineligible products and services are needed to implement their technology plan, separately, at another time. Apparent attempts to include excessive quantities of ineligible items, deliberately misrepresent the eligibility of items, or otherwise circumvent program rules will result in disqualification.

### 1.2 Evaluation Methodology

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and/or services as the highest weighted factor. Secondary factors may also be considered.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

### 1.3 Vendor Capabilities

Proposals should include supporting information about your firm's capabilities and experience.

- Company Background including:
  - Names of Principals and Type of Organization
  - Contact Information
  - Years in Business
- Experience: K-12 references for 3 similar projects in the last 5 years
- E-Rate track record:
  - Green light status
  - Valid SPIN, or evidence of application for SPIN
  - FCC Registration Number
  - 499 Filer status
  - SPAC filing history
  - Routinely successful SLD funding approvals
- No history of suspension, debarment or frequent Selective Reviews/High Cost Reviews for E-Rate applications
- Staff Industry Credentials: Certifications such as CCNA, HP AIS (or functional equivalent, summarized as the number of employees holding each type of certification)
- Corporate Credentials: Applicable licenses, capabilities, and memberships such as General Contractor or Electrical licenses, bonding, BICSI membership

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<sup>2</sup> Please reference E-Rate Eligible Services List <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.

## FY2019 E-Rate Request for Proposals

- For cabling projects in California, per the California Department of Education vendors (including contractors and subcontractors) will have to register with the Department of Industrial Relations for the purposes of labor compliance. This registration is required for any bid proposal submitted to a public agency on or after March 1, 2015

### 1.4 Phased Implementation

Applicant may opt for a phased implementation strategy such that:

- Phase I: A smaller amount of service / work approximately equal to Applicant's share of cost percentage, starts July 1 (or earlier to extent allowed by program rules).
- Phase II: Balance of service / work, may not start until after favorable Funding Commitment Decision Letter [FCDL] and can be extended by a year (or two) while awaiting funding commitment.

For *example*:

- Category 1 VoIP implementation starts on July 1 to make 2 of 20 users functional and remaining users are added after favorable FCDL
- Category 1 Internet implementation of the least bandwidth in the contract starts on July 1 and the target first year bandwidth is implemented after favorable FCDL
- Category 2 WiFi implementation starts on April 1 to make 2 of 20 planned wireless access points functional and remaining access points are installed after favorable FCDL.

If the Applicant selects a phased implementation strategy, vendor contract will need to include appropriate terms including the right to stop implementation if FCDL is unfavorable.

## 2. TERMS AND CONDITIONS

### 2.1 Submission Deadline & Delivery Address

The deadline for submission of proposals is stipulated on the cover page of the SPECIFIC section of this solicitation, along with the submission address. ***Proposals should be valid through the close of the FY2019 application window and until all associated paperwork is completed. If your proposal takes exception to any requirements of this RFP, such exceptions must be clearly stated.***

The preferred format for narrative portions of proposals is a single file with consecutively numbered pages in MS Office or PDF format.

***Submission of the provided RFP Signature Page is required.*** Proposals should include the executed signature page, indicating the bidding organization's firm commitment to their proposal, including pricing and schedule. If additional contractual paperwork will be requested, please include as part of your proposal. It should be filled in, signed and ready-to-countersign, should your proposal be selected for award. ***The provided Signature Page should be fully completed and executed by an authorized representative of your firm and include the date signed.***

## FY2019 E-Rate Request for Proposals

If Vendor's proposal is selected for award, Applicant will execute the Applicant portion of the **RFP Signature Page** to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor's contractual documentation.

**Submission of the Pricing Form is required.** Proposals should include the completed **Pricing Form**, as the required format facilitates comparison of proposals. If additional information is needed to clarify pricing, please include as part of your proposal narrative. The **Pricing Form** is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference.

It is the sole responsibility of Vendors to ensure that responses arrive in a timely manner. The Applicant has the right but not the obligation to reject all late or incomplete submissions, as the Applicant determines to be in its own best interest, or to contact vendors to seek corrections (such as missing signature page or technical difficulties opening attachments). Should a correction be requested of vendor, the vendor will have a single opportunity to make the requested correction within a specified deadline. *Only the specific item may be corrected*; a revised proposal with substantive changes is not acceptable.

Applicant reserves the right but has no obligation to determine a short list for final negotiations and contract revisions after the submission deadline, or to accept the winning proposal as submitted on the deadline date and execute without further discussion. Applicant has the right to make zero, one or multiple, exclusive or non-exclusive awards pursuant to this RFP, with or without best and final offers or additional negotiations.

Oral and telephone bids cannot be considered, nor can modifications of proposals by such communication be considered until written versions are provided. The completed proposal form must be without erasures or alterations unless each correction is initialed by both parties. Delivery of the proposals will be considered sufficient authorization from the Vendor to the Applicant to make a binding contract based on the scope, terms and conditions of the proposal, with this RFP and any amendments to it included intact or by reference.

## 2.2 Costs Associated with Preparation of the Vendor's Response

The Applicant will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

## 2.3 Subcontractors

All subcontractors working on Applicant's projects must meet the same standards and qualifications applicable to vendor's regular employees, including all applicable drug-free, bonding and insurance requirements.

## 2.4 Interpretation, Additional Information, Corrections and Addenda

Any interpretation, correction, clarification or change of this RFP will be made by posting an Addendum or Amendment on the same system(s) as the original RFP. Interpretations, corrections or changes to the RFP made in any other manner, such as verbally during a *walk through*, will not be binding; Vendors should not rely upon such interpretations, corrections or

## FY2019 E-Rate Request for Proposals

changes unless so posted in writing. It is the sole responsibility of the Vendor to check for all posted Addenda and Amendments throughout the time from posting of the RFP through the deadline for submission of proposals. *Questions or requests for clarification of this RFP should be sent to the email address indicated on the cover page of the SPECIFIC section of the RFP, by the deadline indicated on the cover page of the SPECIFIC section of the RFP. Questions submitted after the question deadline will be ignored.* Except where explicitly stated to the contrary, Vendors should not attempt to contact Applicant personnel by any method during the bidding period; such contacts can potentially taint fair and open competitive bidding, thereby disqualifying your firm. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered amendments or clarifications that are integral to this RFP.

**PLEASE NOTE: USAC’S E-Rate Productivity Center [EPC] portal is the definitive place to find the Applicant’s Form 470, RFP and any amendments to RFPs. It is the responsibility of the vendor to check EPC for all related documents.**

### **2.5 Omissions**

Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation for complete and satisfactory delivery, operation, and support of all proposed products and services; nor shall such omission cause Applicant to waive any of the terms and conditions stated herein.

### **2.6 Implementation, Acceptance, Financing and Payment**

After written notification of contract award and before the start of work, the Vendor will later receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products and services pursuant to the contract(s) awarded as a result of this RFP. Vendors must not deliver products or start work before so advised in writing, and in no case prior to dates allowed by E-Rate program rules.<sup>3</sup>

Applicant reserves the right to determine, on a case by case basis, whether or not implementation shall be contingent on receipt of a favorable Funding Commitment Decision Letter [FCDL] for approximately the amounts anticipated; and in the case of multi-year contracts, this right may be newly asserted for each successive year of the contract. In the event of funding at a lower level than anticipated, Applicant reserves the right to reduce the scope of work accordingly or to cancel the project entirely, at its sole discretion. Applicant also reserves the right to start service immediately upon contract award, with the understanding that services before dates allowed by E-Rate program rules would not be eligible for E-Rate discounts, to wait until dates allowed by E-Rate program rules preceding the funding year or July 1 of the funding year, so as to ensure that all goods and services remain potentially eligible for E-Rate discounts, or to wait for FCDL, after July 1, for the strongest assurance of discounts.

Applicant has the right to conduct acceptance procedures such as equipment testing or a *walk through* before payment. Applicant will strictly enforce contract quality provisions including applicable industry and/or manufacturer standards.

<sup>3</sup> See USAC/SLD “Advance Installation” (<http://hurricanerelief.usac.org/sl/applicants/step05/installation.aspx>).

## FY2019 E-Rate Request for Proposals

Vendor invoices should clearly show the following: Vendor's SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. *Invoices must not be dated prior to E-Rate allowable dates of the relevant funding year*, even if Applicant authorizes early implementation of non-recurring projects. For telecommunications services within California, SLD's "SPI" mode of invoicing is **required** for compliance with California Teleconnect Fund **stacking**. Otherwise, choice of SPI versus "BEAR" invoicing will be at Applicant's discretion, consistent with E-Rate program rules. ***Vendor proposal submission implies willingness to comply with invoicing provisions.***

To the extent compliant with E-Rate, local, and state procurement rules, Applicant reserves the right to adjust or to cancel this entire project or any portion thereof, in the event of significant changes in circumstances beyond Applicant's control, such as reduced E-Rate funding, major state K-12 budget cuts or inability to obtain required permits. Applicant will notify Vendor promptly in case of scope changes or if project must be cancelled and will file Form 500 or other applicable forms to notify the SLD in the case where scope reduction or cancellation occurs after a favorable FCDL.

In the event of significant delays, such as due to late FCDL, should the project eventually proceed, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where necessary (such as due to "product end of life" situations caused by the delay). Labor rates, where applicable, should not increase by more than is justifiable by an objective third-party measure of inflation such as the Consumer Price Index [CPI] during the period of delay.

## **2.7 Warranties and/or Service Level Agreements**

The Vendor shall fully warrant with the manufacturer's warranty or better all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per item basis on the RFP and detailed in the Bid Proposal. Warranty information and/or Service Level Agreement should be explicitly documented in the Vendor's Proposal. The Vendor may also be expected to provide on-site service in addition to the manufacturer's warranty, so please describe this service in detail where available.<sup>4</sup> Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer and his representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is an associated Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply credits as specified by the SLA.

## **2.8 Price Quotations**

Price quotations should include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, licenses, testing, documentation, taxes, surcharges, and the provision of all labor and services necessary or proper for the completion of the work, except as otherwise expressly stated in the RFP. The Applicant shall not be liable for any costs beyond those proposed and awarded. Shipping costs should be estimated Free On Board<sup>5</sup> [FOB] the Applicant

<sup>4</sup> Certain services may be eligible for E-Rate discounts as Basic Maintenance of Internal Connections.

<sup>5</sup> "Free On Board" is the point at which a seller is no longer responsible for shipping cost.



## FY2019 E-Rate Request for Proposals

address(es) specified. Applicable taxes should also be identified and estimated (see Appendix: Example Detail of Taxes).

Service providers are required to offer E-Rate Applicants their products/services at the lowest corresponding prices charged to other similarly situated customers throughout their geographic service area.

“Budgetary” pricing is not acceptable. Provide a proposal with a quote that can be honored, or do not bid.

In the case of Category 1 services, if applicable, it is expected that increasing bandwidth at a given site or adding additional sites would not arbitrarily extend the term of the contract and might result in improved volume pricing. In the case of Category 2 services, if applicable, contracts should allow for extension of implementation schedule for up to twenty-four (24) months in the case of delayed FCDL, with reasonable provisions for annual price adjustments as indicated herein and/or reasonable service substitutions.

## 2.9 Clarification of Responses

The Applicant may at its discretion and at no fee to the Applicant, invite any Vendor to appear for questioning (live or via telepresence) during response evaluation for the purpose of clarifying statements in the response or negotiating terms.

## 2.10 Right to Reject; Unit Pricing

The Applicant reserves the right to accept or reject all proposals when the rejection is in the best interest of the Applicant, such as when no proposal is deemed to be cost-effective or when circumstances have changed significantly since posting of this solicitation. The Applicant further reserves the right to accept an “authorization to order” [ATO] form of contract but then never order any items against that contract.

Applicant reserves the right to award for some, all, or none of the products and services sought herein; if your bid does not allow for selection of a subset of line items or minor variations in the quantities required, please clearly indicate these limitations. If unit pricing varies as a function of volume purchased, please clearly indicate pricing tiers in your proposal.

## 2.11 Acquisition Policies and Other Applicable Regulations

Applicable regulations impose a number of duties and responsibilities on recipients of E-Rate funds and their Vendors.

Applicant obeys applicable local, state(s), and federal competitive bidding and contractual regulations including those of the Schools and Libraries Division of USAC, the Applicant’s State(s) and Applicant’s State(s) Department of Education regulations. Additional Applicant procurement information may be found in Section E, OTHER SPECIFICS of the **SPECIFIC INFORMATION, TERMS AND CONDITIONS**, or the following *non-exhaustive* EXAMPLES:

- California's Public Contract and Education Codes (<http://www.leginfo.ca.gov/calaw.html>)

## FY2019 E-Rate Request for Proposals

- State of Washington K-12 Laws and Regs (<http://www.k12.wa.us/RulesRegs.aspx>)
- Applicant's local Archdiocese
- City Purchasing Division
- Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195 available at:  
[https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14\\_0.pdf](https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf))
- <http://spo.hawaii.gov/references/hrs/>
- <http://dhhl.hawaii.gov/>
- <http://dhhl.hawaii.gov/procurement/2014-2/ifb-14-hhl-001/>
- <http://www.chartercommission.hawaii.gov>

Not all of the above are necessarily applicable, and additional regulations may also apply. Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

Applicant intends to comply and expects Vendors to comply with all applicable local, state (including both public procurement and education codes, as applicable) and federal policies or regulations governing procurement and contracting, including the rules, regulations and guidelines of the FCC, Universal Services Administrative Company [USAC] and its Schools and Libraries Division [SLD]. ***It is the express intent of this solicitation that competitive bidding be fair and open, in full compliance with all applicable guidelines, and that resulting contract awards comply with all applicable rules and regulations.***

Without limitation, Vendors ***may*** be obligated to comply with additional regulations, such as:

- Telecommunications Act of 1998 and subsequent FCC Reports and Orders governing the Universal Service program (including but not limited to document retention and invoicing procedures)
- Local construction codes, in the case of cabling projects<sup>6</sup>
- The Drug-Free Workplace Act, 42 U.S.C. § 702 and implementing regulations published at 15 CFR Part 29
- Lobbying restrictions
- Federal Equal Employment Opportunity and Non-Discrimination rules
- The Copeland "Anti-Kickback" Act, 18 U.S.C. 874 and 40 U.S.C. 276c

Not all of the above are necessarily applicable, and additional codes or regulations may also apply. ***It is the responsibility of the Vendor to determine which codes and regulations are applicable to the services that it provides and to comply with all such regulations.*** Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

<sup>6</sup> Per CDE, as of 3/1/2015, cabling (public works) vendors will have to register with the Department of Industrial Relations [DIR] for the purposes of labor compliance. Lookup: <https://efiling.dir.ca.gov/PWCR/Search.action>.

## FY2019 E-Rate Request for Proposals

**2.12 Form of Contract**

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,<sup>7</sup> annual contracts, multi-year contracts and contracts with voluntary renewals, including contracts with well-defined provisions to adjust pricing for inflation as part of the annual renewal process. Preferred contract terms per service may be noted in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP. Where appropriate, such as for multiyear Internet contracts, Applicant's preference is for an "Authorization to Order" type of contract, with pricing per service level, enabling Applicant to place orders from time to time pursuant to the contract. For Internet services, contract terms should include tiered pricing for bandwidth upgrades for the term of the contract. Pricing proposals that take into account cumulative volume over the life of the contract are helpful. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal; contracts allowing for voluntary renewals will be considered more advantageous.

All documents associated with this solicitation and all addenda issued pursuant to this solicitation shall be incorporated either in their entirety or by reference into the final contract. This solicitation and any resulting contract(s) are intended to be fully compliant with all applicable state and local laws and purchasing regulations, as well as with the rules of the E-Rate program. If any aspect of this solicitation or any resulting contract fails to comply in any manner with all applicable rules and regulations, it shall be amended to comply, if possible, or, if not possible, shall be considered null and void.

Contract provisions must include the following:

- The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant's local procurement rules, Applicant's State's procurement regulations, and the E-Rate program rules
- Applicant right to:
  - (a) Not proceed with contracted products/services unless approved by Applicant Board, if required, or authorized official of Applicant, if Board approval is not required
  - (b) Not proceed with contracted products/services unless E-Rate funding is approved
  - (c) Not proceed with contracted products/services if E-Rate funding is lower than requested
  - (d) Optionally proceed with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
  - (e) Optionally proceed with 'same functionality' products as needed (service substitution).

Unless otherwise specified, Applicant prefers contract terms:

- Starting on July 1 and ending on June 30 of each funding year for recurring services
- Starting on July 1 (or earlier to extent allowed by program rules) and ending on September 30 of each funding year for Internal Connections
- That include voluntary extensions, renewable at discretion of Applicant

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<sup>7</sup> E-Rate does not require signed, written agreements for Month-to-Month or Tariffed services; however, such arrangements must be competitively bid anew for each funding year.

## FY2019 E-Rate Request for Proposals

- That allow extension of contract expiration date as needed for Applicant convenience
- That allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services.

In general, Applicant prefers “discount” invoicing method and Service Provider Invoicing [SPI].

Vendors may bid on the entire RFP or on any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B of the SPECIFIC section of this RFP in partnership with other vendor(s). However, a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above is required. For example, if *B.1 WAPs and Switches* solicits for wireless access points and switches, Vendor A bidding on wireless access points may partner with Vendor B bidding on switches, provided that together Vendor A and Vendor B propose a complete solution for *B.1 WAPs and Switches*; separately, both Vendor A’s and Vendor B’s bids will be disqualified. Applicant may have a scoring preference for a single vendor providing a turnkey solution; please refer to proposal evaluation criteria specified in accompanying document(s). **Within each of the numbered groups of PRODUCTS AND SERVICES SOUGHT in section B of the SPECIFIC section of this RFP, Applicant requires bids on the entire group, to facilitate “apples to apples” comparison of proposals.**

Internal Connections contract periods should expire on September 30, consistent with the E-Rate service delivery deadline for non-recurring services, and allow for delivery extensions as needed consistent with E-Rate program rules.

### 2.13 Shipping/Delivery

Where applicable, proposals should itemize costs for mileage charges, equipment rental charges, taxes and shipping. Shipping costs should be estimated FOB the physical address where products or services will be delivered. Documenting the rationale for any mileage-related charges (such as distance from Vendor’s nearest Central Office [CO]) is helpful in case the service locations might change during the funding year.

### 2.14 Vendor Qualifications

Due to technical complexity, application risk and potential liability, and to protect the Applicant’s and the SLD’s shared investment in infrastructure and services, Applicant expects the following industry standard certifications or evidence of equivalent qualifications ***as appropriate to the products and services offered***. Failure to meet the following *required vendor qualifications* will justify disqualifying a proposal without further scoring:

- Vendor must retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic reviews of the vendor’s processes and forms and assist the Applicant with Beneficiary Audits and ensuring the vendor is in full compliance with SLD/USAC and FCC requirements
- Vendor must have received or document that they are in the process of obtaining a valid SLD Service Provider Identification Number [SPIN]
- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program

## FY2019 E-Rate Request for Proposals

- Vendor must have received or document that they are in the process of obtaining a valid FCC Registration Number
- Vendors proposing telecommunications services must be eligible telecommunications providers (“common carriers” filing Form 499) as defined by SLD or must show that an *exception* applies to their offering
- Vendor should have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD
- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment. (For example, if Cisco or equivalent functionality equipment is being recommended, provider should document appropriate Cisco or equivalent certifications and/or partner status.)
- Vendor must maintain a Drug Free Workplace
- All technicians/installers working at Applicant location must be bonded, or Vendor must carry appropriate amounts and types of insurance. In any event, Applicant shall be held harmless for any claims occurring during performance of this work

During proposal evaluation, depending on the specific products and services sought and the scoring factors, Applicant may also take into consideration one or more of the following evidences of *preferred vendor qualifications* and personnel certifications. Qualifications listed below are *illustrative* of appropriate qualifications for common E-Rate K-12 technology projects; this list is not intended to be comprehensive, nor are all qualifications listed applicable to all projects:

- Proposal should provide evidence, if available, of experience successfully implementing comparably sized, approved E-Rate projects (preferred) or comparable K-12 projects if E-Rate experience is not available.
- Proposal should provide evidence of successful performance in the installation and configuration of the proposed brands of switches, routers, caching solutions, and similar equipment within the K-12 marketplace during the last 3-5 years.
- Project staffing should include RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects.
- Project staffing should include manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent functionality equipment should provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings should provide an RCDD to field supervise any installation work on this project.)
- Proposal should provide a list of references including from 3 to 10 existing K-12 E-Rate customers and the nature of the products or services delivered, with contact information.

### 2.15 Variations, Exceptions and Waivers of Qualifications

All variations from any of the above qualifications or other specifications of this RFP should be clearly noted and explained in the proposal. Nontrivial variations from the *required vendor qualifications* listed above can result in bid disqualification. When not disqualifying, shortcomings in *preferred vendor qualifications* could affect scoring on secondary factors. Applicant shall have the right but not the obligation to consider reasonable requests for minor waivers from these requirements, if Applicant in its sole discretion determines this to be in its

## FY2019 E-Rate Request for Proposals

own best interest. For example, a requirement might be waived where a certification is pending and no other fully compliant bid has been received by the deadline.

### **2.16 Disclaimer Regarding Brand Names -- Equivalent Functionality**

In various parts of this RFP, including any attachments and amendments, references may have been made to particular brands of products and services, typically in the context of providing information about the Applicant's existing infrastructure. The Applicant strongly believes in open and fair competitive bidding, compliant with E-Rate rules as well as applicable state and local rules. There is neither any brand preference nor any intent to imply a bias toward any particular brand. Such references are purely intended to help convey functional or configuration information about the products and services in use. For each such reference, the phrase "compatible with" or the phrase "or equivalent functionality," if not explicitly stated, is hereby included by reference, as appropriate to the context. Applicant seeks the most cost-effective solutions consistent with the RFP requirements and E-Rate program rules.

### **2.17 Vendor Conference call**

*If a Vendor Conference Call will be held, details will be specified in accompanying documents.*

### **2.18 Vendor Walk Through**

*If a Vendor Walk Through will be held, details will be specified in accompanying documents.*

### **2.19 Additional Requirements**

#### 2.19.1. INSURANCE

For on-site projects, the Vendor further agrees to obtain and maintain in full force and effect a policy of public liability insurance (both bodily injury and property damage coverage), during the term of this contract and for 60 days following, naming the Applicant and its officials and employees as additional insureds on such policy and providing single limits coverage (for bodily injury and property damage) of at least \$1,000,000 for such additional insureds under the policy. Such insurance shall afford coverage for any occurrence arising out of or connected in any way with the work performed or to be performed pursuant to this contract. It is further agreed that the Vendor will pay the Applicant the costs, expenses, and attorneys' fees incidental to the enforcement of this provision of this contract.

Vendor shall maintain, at all times during the term of the Agreement, Workman's Compensation Insurance, including Occupational Diseases, with Statutory Limits as provided by the laws of the State where work is done and Employer's Liability Insurance not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for all of its employees. Vendor shall be solely responsible for accounting for, reporting and paying all costs in connection therewith.

Certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

## FY2019 E-Rate Request for Proposals

2.19.2. COMPLIANCE WITH LAWS

Vendor shall at all times throughout the term of this Agreement and any extensions thereof, observe and comply with, and ensure that all services, vehicles, labor, material and personnel comply with each and every law, rule, regulation, and statute of the federal government, State government, and each local municipality in which the contract will be performed. The following laws must be complied with, but are identified for reference only, and in no way is this list all-inclusive:

- a) The State Human Rights Act
- b) Equal Opportunity Act
- c) The Prevailing Wage Act
- d) The Fair Labor Standards Act
- e) The State School Code
- f) The State Motor Vehicle Code
- g) The State Use Tax Act
- h) The Occupational Safety and Health Act and the standards and regulations issued thereunder
- i) The Public Construction Bond Act
- j) The Consumer Product Safety Act

Vendor, in performing this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or any additional reason prohibited by law, or otherwise commit any unfair employment practices.

2.19.3 REPRESENTATIONS OF VENDOR

Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:

- a) Vendor has the necessary equipment and personnel or has documented financial ability and means to acquire the same sufficient to adequately and properly perform this Agreement in accordance with the Request for Proposals and applicable laws.
- b) Vendor represents and covenants that no official, employee or agent of Applicant (1) has been employed or retained to solicit or aid in the procuring of this Agreement; and (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to Applicant.
- c) Vendor certifies that the Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and that the Vendor acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Applicant's facility(ies) or any other governmental or elected official, nor has Vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such an admission.

### FY2019 E-Rate Request for Proposals

- d) Vendor certifies that all of its employees/subcontractors who will be present on school premises when students are present have successfully passed, pursuant to local school code, a criminal background and investigation check, and have tested negative for TB within the past three years.
- e) Vendor confirms pricing meets Lowest Corresponding Price requirement of the E-Rate Program.
- f) Vendor acknowledges and understands that Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor.

#### 2.19.4. SALES TAX EXEMPTION

If the Applicant is a local government entity and sales to the Applicant are exempt from Tax, Vendor will complete the paperwork required to enable the project to receive these tax exemptions.

#### 2.19.5 ITEM 21 ATTACHMENT

If selected for award, Vendor will promptly provide the completed Item 21 Attachment in *SLD standard template format* ready for upload to the Form 471 application, with: proper SPIN; properly categorized description of products/services; quantities; itemized taxes, fees, surcharges, shipping; ineligible costs clearly isolated. Obtain Item 21 Attachment template from SLD website, once Form 471 is available. Item 21 details must match the proposal to the penny; any discrepancy will be resolved in the favor of the Applicant.



## FY2019 E-Rate Request for Proposals

**Appendix: Example Detail of Taxes<sup>8</sup>**

The Applicant seeks the *total* cost. Where applicable, please provide details of relevant taxes, fees and surcharges, clearly noting E-Rate eligibility of each. The following California-specific taxes et cetera provides an example of the detail expected in the Vendor proposal.

The eligible California phone service taxes and fees include (see <http://www.cpuc.ca.gov/PUC/Telco/Consumer+Information/surcharges.htm>):

- CA Public Utility Commission Fee
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

*In addition, some cities levy:*

- *Communications Services Tax*

For wireless phone service in California, some vendors supply the following information:

- Regulatory Cost Recovery Charge
- Federal Universal Service Fund
- Other AT&T Surcharges

In addition, some vendors collect the following state-mandated fees. These are small, fixed charges, which are not directly convertible into constant percentages:

- Carrier Line Charge
- Universal Connectivity Charge
- State Regulatory Fee

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<sup>8</sup> This is an example; vendors should provide similar details for Applicant local and state areas.

**Magnolia Public Schools**  
 FY2018 E-Rate Request for Proposals

**REQUEST FOR PROPOSALS**  
**E-Rate Eligible Category 1 Products and Services**  
**Funding Year 2019: 7/1/2019 – 6/30/2020**



<b>Applicant</b>	<b>Magnolia Public Schools</b>
<b>Billed Entity Number</b>	<b>17003590</b>
<b>Establishing Form 470</b>	<b>190002071 (Nickname: mps_y22_470_c1)</b>

*Submit **QUESTIONS** about this RFP or associated Form 470 by email to:*

[\*\*erate.mps@learningtech.org\*\*](mailto:erate.mps@learningtech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP),  
 the deadline for submission of **QUESTIONS** is **5pm PST,**  
**20 calendar days from the Certified Date**  
 shown on the associated Form 470.

*Submit **PROPOSALS**, including **Signature Page**, by email<sup>1</sup> to:*

[\*\*erate.mps@learningtech.org\*\*](mailto:erate.mps@learningtech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP),  
 the deadline for submission of **PROPOSALS** is **5pm PST,**  
**35 calendar days from the Certified Date**  
 shown on the associated Form 470.

<sup>1</sup> In the unlikely event of technical difficulties, please contact the [Technical Contact](#) indicated on the Form 470.

**Magnolia Public Schools**  
FY2018 E-Rate Request for Proposals

## **OVERVIEW**

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

The GENERAL INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this SPECIFIC INFORMATION, TERMS AND CONDITIONS document by reference. The GENERAL section instructs the respondent about general information, and general terms and conditions.

This SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant's current situation and desired solutions)
- Proposal submission details:
  - Questions email and deadline
  - Submission mechanism and deadline
  - Vendor meeting dates and times (if applicable)
  - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
  - Relevant technical specifications
  - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

**All critical dates** (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

**Magnolia Public Schools**  
FY2018 E-Rate Request for Proposals

**A responsive proposal will be submitted per instructions on the first page of this SPECIFIC section and will include:**

- 1. Vendor's proposal**
- 2. Vendor's cover letter, or executive summary in proposal to include:**
  - a. Succinct recap (single page, no more than 2 paragraphs) in non-technical terms, of what the proposal provides to the Applicant**
  - b. Clear statement regarding for which part of the RFP this proposal is a valid response (e.g., B.1, B.2)**
  - c. The price, subtotalling E-Rate eligible items separately from items *not* eligible for E-Rate support**
  - d. The contract term, explicitly clarifying the start date of the contract as:**
    - Contract signature date, or**
    - Service activation date, or**
    - 7/1 of the E-Rate funding year, or**
    - Other**
  - e. Confirmation that the proposal is valid and will be held firm through the close of the FY2018 application window and until all associated paperwork is completed**
  - f. Brief list of any exceptions to any requirements of this RFP**
- 3. Fully executed RFP Signature Page, signed by Vendor's authorized representative**
- 4. Pricing Form(s)**
- 5. Timely submission**

**Vendors submitting proposals can expect:**

- NO private calls, meetings, demos will be accepted during the competitive bidding process, thereby maintaining an "open and fair" competitive bidding process per E-Rate program rules
- Acknowledgement of receipt of proposals
- Email notification of award or regret, *after* Applicant decisions are made, and typically *after* the Form 471 applications are submitted. Vendors winning awards will likely be requested to provide contract documents before the window closes. If you have not been advised of the outcome before the window closes, you probably did not win, but you WILL hear from us to close the loop
- Extra emails and phone calls just before the window closes asking, "did I win?" slows the decision process, so please resist this temptation.

**Magnolia Public Schools**  
FY2018 E-Rate Request for Proposals

## SPECIFIC INFORMATION, TERMS AND CONDITIONS

### A. BACKGROUND

Magnolia Public Schools [MPS] is a CA Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), and serves grades K-12. MPS has 1 non-instructional facility [NIF] and 8 schools in the Los Angeles area, 1 school in Orange County, and 1 school in San Diego. MPS applies for E-Rate as a “charter district” for the NIF and all schools.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava
Applicant Implementation Contact	Rasul Monoshev
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

The following background information about the Applicant’s existing technology infrastructure and goals may be helpful in preparing a responsive bid.

MPS seeks bids for Internet service for all District sites except Bell and San Diego.

Entities included in this RFP are listed below; bidders should rely on this RFP list of entities as the definitive list of entities participating in this RFP. (Note that due to EPC data discrepancies, the Form 470 **Billed Entity** or **Recipients of Service** or **Number of Eligible Entities** sections may differ from those listed below).

**Magnolia Public Schools**  
FY2018 E-Rate Request for Proposals

#	Entity Name	Address	BEN	Enrollment <sup>2</sup>
1	Magnolia Science Academy	18238 Sherman Way Reseda, CA 91335	234483	541
2	Magnolia Science Academy Valley	17125 Victory Blvd. Van Nuys, CA 91406	16056857	458
3	Magnolia Science Academy Carson	1254 East Helmick Street Carson, CA 90746	16056858	460
4	Magnolia Science Academy Venice	11330 West Graham Place Los Angeles, CA 90064	16056859	192
5	Magnolia Science Academy Los Lobos	18230 Kittridge Street Reseda, CA 91335	16056860	187
6	Magnolia Science Academy Palms	3754 Dunn Drive Los Angeles, CA 90034	16056861	173
7	Magnolia Science Academy Elementary	18355 Roscoe Blvd. Northridge, CA 91325	16028804	301
8	Magnolia Science Academy Bell	6411 Orchard Avenue Bell, CA 90201	17016161	499
9	Magnolia Science Academy Santa Ana	2840 W. 1st Street Santa Ana, CA 92703	16056863	725
10	Magnolia Science Academy San Diego	6525 Estrella Avenue San Diego, CA 92120	16056862	407
11	Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776	0
12	Magnolia Public Schools District	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590	na

## NOTE:

- MSA1 (Reseda) enrollment is expected to be maximum of 912 students after construction is completed. With enrollment increased to 912, MSA1 remaining C2 Budget will be \$80,332.76.

<sup>2</sup> Enrollment is current projection.

**Magnolia Public Schools**  
FY2018 E-Rate Request for Proposals

## **B. PRODUCTS AND SERVICES SOUGHT**

In the event that alternative technologies, topologies or pathways would improve functionality or reduce cost, bidders are encouraged to propose recommended alternatives *in addition to* estimating as indicated in this RFP.

### **Category 1 (Data Transmission and/or Internet Access)**

#### **On-Premise Category One Equipment**

Some Category 1 services require vendor provided equipment at the customer site. To be eligible for Category 1 treatment, these requirements must be met:

1. Is the leased on-premise equipment an integral component of a Telecommunications or Internet Access service? **YES**
2. Will the leased on-premise equipment be provided by the same service provider that provides the associated Telecommunications Service or Internet Access service? **YES**
3. Does responsibility for maintaining the equipment rest with the service provider? **YES**
4. Will ownership of the equipment transfer to the school or library in the future? **NO**
5. Does the relevant contract or lease include an option for the applicant to purchase the equipment? **NO**
6. Will the leased equipment be used at the applicant site for any purpose other than receipt of the eligible Telecommunications Services or Internet Access of which it is a part? **NO**
7. Will the school's/library's internal communication systems (e.g., LAN, video, phone, or other communication system) continue to work if the component is disconnected? **YES**
8. Are there any contractual, technical, or other limitations between you and the service provider that states that the equipment is exclusively for your use and not to be shared with other customers? **NO**

For full guidance regarding On-Premise Category One Equipment, see <https://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/category-one.aspx>.

**Magnolia Public Schools**  
FY2018 E-Rate Request for Proposals

### B.1 Category 1, Direct Internet Access

Posted in Form 470 under these functions:

- Internet Access and Transport Bundled (non-fiber services only)
- Leased Lit Fiber
- Internet Access: ISP service only

Requirements:

Anticipated Bandwidth	Recipient of Service	BEN	Address of Service	ISP Handoff
At least 100 Mbps, 500 Mbps preferred, scalable to 1 Gbps	MSA3 Carson	16056858	1254 East Helmick Street Carson, CA 90746	Copper preferred
At least 100 Mbps, 200 Mbps preferred, scalable to 500 Mbps	MSA4 Venice	16056859	11330 West Graham Place Los Angeles, CA 90064	Copper preferred
At least 200 Mbps, scalable to 500 Mbps	Central Office		250 East 1st Street, Suite 1500 Los Angeles, CA 90012	Copper preferred
	MSA5 Los Lobos	16056860	18230 Kittridge Street Reseda, CA 91335	Copper preferred
	MSA6 Palms	16056861	3754 Dunn Drive Los Angeles, CA 90034	Copper preferred
	MSA7 Elementary	16028804	18355 Roscoe Blvd. Northridge, CA 91325	Copper preferred
At least 500 Mbps, scalable to 1 Gbps	MSA2 Valley	16056857	17125 Victory Blvd. Van Nuys, CA 91406	Copper preferred
	MSA Santa Ana	16056863	2840 W. 1st Street Santa Ana, CA 92703	Copper preferred
At least 500 Mbps, 1 Gbps preferred, scalable to 5 Gbps	MSA1 Reseda <sup>3</sup>	234483	18238 Sherman Way Reseda, CA 91335	Copper preferred

Other specifications:

- Vendors will provide all E-Rate Category 1 eligible services and equipment necessary for the solution to function
- Strongly prefer that any Customer Premise Equipment [CPE] meets the E-Rate program requirements for On-Premise Category One Equipment
- Prefer major provider (ideally “tier 1” or “tier 2” or substantial peering arrangements)
- Symmetrical bandwidth = YES
- Uptime reliability = 99.9%
- IP addresses = up to 4

<sup>3</sup> Construction at MSA1 is to expand current facilities, but MSA1 remains a single school at the same address. MSA1’s current address will remain same with CDE and E-Rate. The new building (official street address of 18220 Sherman Way) is simply a new building on the same campus. The new building will be connected to the main site via fiber LAN.



**Magnolia Public Schools**  
FY2018 E-Rate Request for Proposals

- The proposal, and any resulting contract, must include monthly and installation pricing at each bandwidth level for the full term of contract, as well as allow optional upgrades during the contract term, without new competitive bidding
- Pricing Form (required): Vendors should submit the completed Pricing *in .xlsx format* (attached with this RFP to the FCC Form 470):

**pricing\_form\_c1.xlsx**

NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. **No deviation may be introduced between the submitted Pricing Form and any resulting contract.**

Applicant requests complete contractual documentation indicating prices at different service levels over the contract term, including possible voluntary extensions. If pricing varies by site, please indicate in Pricing Form.

- Contract preference: To coincide with E-Rate funding year, Applicant strongly prefers that contract expiration date be exactly and explicitly 6/30 (i.e., not based on number of months from contract signatures, or service turn up). Unless explicitly stated, a three (3) year term with two (2) 1-year renewals after initial contract term is preferred.

**Magnolia Public Schools**  
FY2018 E-Rate Request for Proposals

### C. VENDOR CONFERENCE / WALK THROUGH

Vendor Conference Call and/or Walk Through information follows.

**ONLY checked items (☑) apply.**

- A Vendor Conference Call will NOT be held. Please do not request a special appointment.
- A Vendor Walk Through will NOT be held. Please do not request a special appointment.
- A Vendor Conference Call will be held at the **date** and **time** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of the call-in details, and any unanticipated, last minute changes in scheduling. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.
  - Attendance is *optional*.
  - Attendance is **mandatory**.
- A Vendor Walk Through will be held at the **date** and **time** and **location** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of any unanticipated, last minute changes in scheduling or starting location. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.
  - Attendance is *optional*.
  - Attendance is **mandatory**.

Sign-in and a business card or similar contact information will be expected upon arrival. Answers to clarifying questions not adequately explained in the existing RFP materials will be posted as RFP Addenda or Amendments on the same web site as this document and available to all vendors. Please note that, depending on the bid evaluation criteria indicated herein, where attendance is optional, non-attendance might still affect scoring on a secondary proposal evaluation factor. Vendors should never offer gifts or favors of any kind, however small, to anyone associated with the Applicant or Applicant's family members. Submission of a proposal constitutes a presumptive certification that there is no conflict of interest.

**Magnolia Public Schools**  
 FY2018 E-Rate Request for Proposals

**D. EVALUATION CRITERIA**

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and services as the highest weighted factor. Secondary factors will also be considered as further described below.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Disqualification factors include:

- Non-compliance with E-Rate program rules
- Non-compliance with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the required Pricing Form
- Failure to submit a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above. (For example, if Applicant seeks a full complement of Network Components and vendor proposes only the firewall, the firewall proposal will be disqualified unless *no* reasonably complete solutions have been received.)
- Failure to meet minimum specifications for key components of solution
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Submission of any documents that are “Proprietary” or “Confidential”
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- “Budgetary” pricing: prices for products and services must be firm commitments; surprise special construction costs are not acceptable.

In the event that all proposals are disqualified, leaving the Applicant with no responsive bids, the Applicant, at its sole discretion, may waive individual disqualification factors.

**All qualified proposals will be evaluated using the following factors and weights.**

**Magnolia Public Schools**  
FY2018 E-Rate Request for Proposals

Criterion	Weight
Cost of eligible products and services <sup>4</sup> during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution <sup>5</sup>	24%
Cost of <i>ineligible</i> products and services <sup>6</sup> during <i>initial</i> contract term	19%
Contract terms and conditions <sup>7</sup>	9%
Extent to which a single-provider, turnkey solution is provided <sup>8</sup>	9%
Vendor qualifications <sup>9</sup>	7%
Quality of proposal document(s) <sup>10</sup>	7%
<b>Total</b>	<b>100.00%</b>

## E. OTHER SPECIFICS

No additional specifics are available.

<sup>4</sup> This criterion is required and must be the most heavily weighted, per E-Rate program rules.

<sup>5</sup> In the case of Internet services, *functionality* could include: whether provider is considered “Tier 1,” “Tier 2,” or lower; peering arrangements; whether service is symmetrical; speed and latency of connections; whether a sufficient number of public (static) IP addresses are offered; whether public forward and reverse (in-addr.arpa) lookup DNS services are provided; uptime guarantee or Service Level Agreement [SLA]; whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections. Performance characteristics such as scalability of bandwidth are more desirable. Other considerations might include compatibility with existing equipment (e.g., routers, handsets) and services. Solutions that emphasize student data security are strongly preferred.

<sup>6</sup> Such as cost of handsets, voice features, or Early Termination Fees.

<sup>7</sup> Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. Flexibility to adapt to changing circumstances, such as moves or school closures, is advantageous. In California, Vendors participating in California Teleconnect Fund may be scored higher. Commitment to SPI invoicing is will generally be scored higher. Consolidated billing (mapped to Funding Request Numbers [FRNs] and SPINs) is also a plus. Contract expiration date that is exactly 6/30 is strongly preferred for Category 1 services. Commitment to include pricing for scalable bandwidth over time in contract will be more favorable.

<sup>8</sup> *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract with a single vendor mostly/completely addresses all of the requirements (or even addresses multiple Service Types, such as Voice and Data Transmission and/or Internet Access).

<sup>9</sup> Factors to be considered include: past performance, industry experience, references, adherence to RFP requirements, responsiveness during bid evaluation, and E-Rate compliance/experience/track record, quality of proposal documents.

<sup>10</sup> The extent to which the proposal documents are clear, complete, consistent, accurate.

**Magnolia Public Schools**  
 FY2018 E-Rate Request for Proposals

**REQUEST FOR PROPOSALS**

**Signature Page (required)**

<b>Applicant</b>	<b>Magnolia Public Schools</b>
<b>Billed Entity Number</b>	<b>17003590</b>
<b>Establishing Form 470</b>	<b>190002071 (Nickname: mps_y22_470_c1)</b>

**For the Vendor:**

Vendor hereby promises to deliver the products and services according to the pricing and schedule described in Vendor’s submitted proposal and Pricing Form and to comply with all terms and conditions of the REQUEST FOR PROPOSALS (including both GENERAL INFORMATION, TERMS AND CONDITIONS and SPECIFIC INFORMATION, TERMS AND CONDITIONS) and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.

Signature

Printed Name and Title

Vendor Name

Date

SPIN

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B.\_\_\_\_

\_\_\_\_\_  
 (for clarity, please provide name of section as well)

**For the Applicant:**

If Vendor’s proposal is selected for award, Applicant will execute below to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor’s additional contractual documentation. All terms and conditions of the RFP and all RFP amendments and supporting materials are included by reference.

Signature

Date

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

**AMENDMENT DATED 01/29/2019**  
**TO**  
**REQUEST FOR PROPOSALS**  
**E-Rate Eligible Category 1 Products and Services**  
**Funding Year 2019: 7/1/2019 – 6/30/2020**



<b>Applicant:</b>	<b>Magnolia Public Schools</b>
<b>Billed Entity Number:</b>	<b>17003590</b>
<b>Establishing Form 470:</b>	<b>190002071</b> (Nickname: mps_y22_470_c1)

*Submit questions about this RFP, its Amendments,  
or associated Form 470, by email<sup>1</sup> to:*

**[erate.mps@learningtech.org](mailto:erate.mps@learningtech.org)**

<sup>1</sup> In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

**Correction to page 3 of mps\_y22\_rfp\_specific\_info, 01/29/2019**

With this amendment, we strike “FY2018” from item 2e such that it now reads:

- e. **Confirmation that the proposal is valid and will be held firm through the close of the application window and until all associated paperwork is completed**

**Deadline Clarifications**

This amendment clarifies that based on the certification date of **01/08/2019** for Form 470 #**190002071**, and unless updated further:

- The deadline for submission of PROPOSALS in response to this RFP is 5pm PST on **2/12/2019**

The deadline for submission of QUESTIONS about this RFP is EXTENDED to 5pm PST on **2/5/2019**.

**Required Pricing Form, 01/29/19**

The mandatory Pricing Form for Category 1 projects is an Excel spreadsheet, which can be downloaded from the Form 470.

**Vendor Questions, 01/29/19**

Q1: Will bids be accepted for only some of the listed entities?

A1: While a single vendor for all sights is preferred, Applicant will consider options, particularly if significant savings are available.

Q2: Required bandwidth lists copper services on the table, but some sites are already fiber. Is this for secondary circuit on top of the fiber they have?

A2: MPS is seeking primary circuits eligible for E-Rate funding. Secondary circuits are not eligible for E-Rate support. Applicant prefers copper/Ethernet handoff.

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

**AMENDMENT DATED 01/17/2019**  
**TO**  
**REQUEST FOR PROPOSALS**  
**E-Rate Eligible Category 2 Products and Services**  
**Funding Year 2019: 7/1/2019 – 6/30/2020**



<b>Applicant:</b>	<b>Magnolia Public Schools</b>
<b>Billed Entity Number:</b>	<b>17003590</b>
<b>Establishing Form 470:</b>	<b>190002072</b> (Nickname: mps_y22_470_c2)

*Submit questions about this RFP, its Amendments,  
or associated Form 470, by email<sup>1</sup> to:*

**[erate.mps@learningtech.org](mailto:erate.mps@learningtech.org)**

<sup>1</sup> In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.



**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

**Correction to page 3 of mps\_y22\_rfp\_specific\_info, 01/17/2019**

With this amendment, we strike “FY2018” from item 2e such that it now reads:

- e. **Confirmation that the proposal is valid and will be held firm through the close of the application window and until all associated paperwork is completed**

**Deadline Clarifications**

This amendment clarifies that based on the certification date of **01/08/2019** for Form 470 #**190002072**, and unless updated further:

- The deadline for submission of QUESTIONS about this RFP is 5pm PST on **01/28/2019**
- The deadline for submission of PROPOSALS in response to this RFP is 5pm PST on **02/12/2019**

**Required Pricing Form**

The mandatory Pricing Form for Category 2 project is accessible at this link: **[pricing\\_form\\_c2](https://fs28.formsite.com/kQm1gu/form1/index.html)** (<https://fs28.formsite.com/kQm1gu/form1/index.html>).

**Vendor Walk Through**

The optional Vendor Walk Through will be held:

- **Wednesday, January 23 at 1pm (Pacific)**
- **At 18355 Roscoe Blvd., Northridge, CA 91325**

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

**AMENDMENT DATED 01/17/2019**  
**TO**  
**REQUEST FOR PROPOSALS**  
**E-Rate Eligible Category 2 Products and Services**  
**Funding Year 2019: 7/1/2019 – 6/30/2020**



<b>Applicant:</b>	<b>Magnolia Public Schools</b>
<b>Billed Entity Number:</b>	<b>17003590</b>
<b>Establishing Form 470:</b>	<b>190002072</b> (Nickname: mps_y22_470_c2)

*Submit questions about this RFP, its Amendments,  
or associated Form 470, by email<sup>1</sup> to:*

**[erate.mps@learningtech.org](mailto:erate.mps@learningtech.org)**

<sup>1</sup> In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

**Correction to page 3 of mps\_y22\_rfp\_specific\_info, 01/17/2019**

With this amendment, we strike “FY2018” from item 2e such that it now reads:

- e. **Confirmation that the proposal is valid and will be held firm through the close of the application window and until all associated paperwork is completed**

**Deadline Clarifications**

This amendment clarifies that based on the certification date of **01/08/2019** for Form 470 #**190002072**, and unless updated further:

- The deadline for submission of QUESTIONS about this RFP is 5pm PST on **01/28/2019**
- The deadline for submission of PROPOSALS in response to this RFP is 5pm PST on **02/12/2019**

**Required Pricing Form**

The mandatory Pricing Form for Category 2 project is accessible at this link: [pricing\\_form\\_c2](https://fs28.formsite.com/kQm1gu/form1/index.html) (https://fs28.formsite.com/kQm1gu/form1/index.html).

**Vendor Walk Through**

The optional Vendor Walk Through will be held:

- **Wednesday, January 23 at 1pm (Pacific)**
- **At 18355 Roscoe Blvd., Northridge, CA 91325**

**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

**AMENDMENT DATED 01/30/2019**  
**TO**  
**REQUEST FOR PROPOSALS**  
**E-Rate Eligible Category 2 Products and Services**  
**Funding Year 2019: 7/1/2019 – 6/30/2020**



<b>Applicant:</b>	<b>Magnolia Public Schools</b>
<b>Billed Entity Number:</b>	<b>17003590</b>
<b>Establishing Form 470:</b>	<b>190002072</b> (Nickname: mps_y22_470_c2)

*Submit questions about this RFP, its Amendments,  
or associated Form 470, by email<sup>1</sup> to:*

**[erate.mps@learningtech.org](mailto:erate.mps@learningtech.org)**

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<sup>1</sup> In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.


**Magnolia Public Schools**  
FY2019 E-Rate Request for Proposals

**Vendor Questions, 1/30/19**

Q1: Will Applicant consider replacing the existing firewall hardware with something new?

A1: The Applicant has posted the request for support for ten (10) Palo Alto 3020 firewalls in Basic Maintenance of Internal Connections, not Internal Connections. Consideration of new equipment would be a cardinal change to the Form 470 posting, so “No.”



**From:** Frew, Maria C [Maria.Frew@charter.com](mailto:Maria.Frew@charter.com)   
**Subject:** RE: Magnolia Public Schools  
**Date:** February 27, 2019 at 3:20 PM  
**To:** Eileen Miller [emiller@learningtech.org](mailto:emiller@learningtech.org)  
**Cc:** Hernandez, Rosa E [Rosa.Hernandez@charter.com](mailto:Rosa.Hernandez@charter.com), [erate.mps](mailto:erate.mps) [erate.mps@learningtech.org](mailto:erate.mps@learningtech.org), Miller, Sherry [Sherry.Miller@charter.com](mailto:Sherry.Miller@charter.com)

---

Yes I concur.

Your spreadsheet didn't the right drop down.  
I should have done Internet instead of Lit Fiber.

**Maria Frew**  
**Spectrum Enterprise - Gov/Ed**  
Office: 562-677-0273  
Cell: 310-770-9518  
[maria.frew@charter.com](mailto:maria.frew@charter.com)

---

**From:** Eileen Miller <[emiller@learningtech.org](mailto:emiller@learningtech.org)>  
**Sent:** Wednesday, February 27, 2019 3:17 PM  
**To:** Frew, Maria C <[Maria.Frew@charter.com](mailto:Maria.Frew@charter.com)>  
**Cc:** Hernandez, Rosa E <[Rosa.Hernandez@charter.com](mailto:Rosa.Hernandez@charter.com)>; [erate.mps](mailto:erate.mps) <[erate.mps@learningtech.org](mailto:erate.mps@learningtech.org)>; Miller, Sherry <[Sherry.Miller@charter.com](mailto:Sherry.Miller@charter.com)>  
**Subject:** Re: Magnolia Public Schools

I am trying to confirm:

- \$955/mo is the price for 500 Mbps DIRECT INTERNET ACCESS
- \$5343.75/mo the price for 5 Gbps DIRECT INTERNET ACCESS

MPS does NOT have a hub/spoke topology; MPS has stand alone Internet service per site. The Spectrum/Charter bid references "Lease Lit Fiber" *only* for all sites. I just want to be sure you are quoting pricing for "Direct Internet Access" and not WAN services.

Eileen Miller  
VP, E-Rate & Technology Planning  
[Learningtech.org](http://Learningtech.org) [The Miller Institute for Learning with Technology]  
**CRN: 16043681**  
650-598-0105 x252  
866-801-8667 FAX  
[emiller@learningtech.org](mailto:emiller@learningtech.org)  
[2017 Top-Rated Great Nonprofits](#)

Please take a moment to write a short review of our work at Great Nonprofits!

**FY2019 Application Window opens 1/16/19; closes 3/27/19**

On Feb 27, 2019, at 3:01 PM, Frew, Maria C <[Maria.Frew@charter.com](mailto:Maria.Frew@charter.com)> wrote:

Hi Eileen

ni eileen

If you are just concurring the \$955 for the 500M that is correct.

**Maria Frew**  
**Spectrum Enterprise – Gov/Ed**  
Office: 562-677-0273  
Cell: 310-770-9518  
[maria.frew@charter.com](mailto:maria.frew@charter.com)

---

**From:** Eileen Miller <[emiller@learningtech.org](mailto:emiller@learningtech.org)>  
**Sent:** Wednesday, February 27, 2019 2:57 PM  
**To:** Hernandez, Rosa E <[Rosa.Hernandez@charter.com](mailto:Rosa.Hernandez@charter.com)>  
**Cc:** Frew, Maria C <[Maria.Frew@charter.com](mailto:Maria.Frew@charter.com)>; erate.mps <[erate.mps@learningtech.org](mailto:erate.mps@learningtech.org)>; Miller, Sherry <[Sherry.Miller@charter.com](mailto:Sherry.Miller@charter.com)>  
**Subject:** Re: Magnolia Public Schools

Applicant is trying to make decisions. Please hurry.

Eileen Miller  
VP, E-Rate & Technology Planning  
[Learningtech.org](http://Learningtech.org) [The Miller Institute for Learning with Technology]  
**CRN: 16043681**  
650-598-0105 x252  
866-801-8667 FAX  
[emiller@learningtech.org](mailto:emiller@learningtech.org)  
[2017 Top-Rated Great Nonprofits](#)  
Please take a moment to write a short review of our work at Great Nonprofits!  
**FY2019 Application Window opens 1/16/19; closes 3/27/19**

On Feb 27, 2019, at 2:45 PM, Hernandez, Rosa E <[Rosa.Hernandez@charter.com](mailto:Rosa.Hernandez@charter.com)> wrote:

Hi Eileen,

Can you give me another 24-48 hours?

**Rosa Hernandez**

---

**From:** Eileen Miller <[emiller@learningtech.org](mailto:emiller@learningtech.org)>  
**Sent:** Wednesday, February 27, 2019 2:30 PM  
**To:** Frew, Maria C <[Maria.Frew@charter.com](mailto:Maria.Frew@charter.com)>  
**Cc:** erate.mps <[erate.mps@learningtech.org](mailto:erate.mps@learningtech.org)>; Miller, Sherry <[Sherry.Miller@charter.com](mailto:Sherry.Miller@charter.com)>; Hernandez, Rosa E <[Rosa.Hernandez@charter.com](mailto:Rosa.Hernandez@charter.com)>

<[rosa.pentimonez@charter.com](mailto:rosa.pentimonez@charter.com)>

**Subject:** Re: Magnolia Public Schools

Maria,  
Any updates?  
Eileen

Eileen Miller  
VP, E-Rate & Technology Planning  
[Learningtech.org](http://Learningtech.org) [The Miller Institute for Learning with Technology]  
**CRN: 16043681**  
650-598-0105 x252  
866-801-8667 FAX  
[emiller@learningtech.org](mailto:emiller@learningtech.org)  
[2017 Top-Rated Great Nonprofits](#)  
Please take a moment to write a short review of our work at Great Nonprofits!  
**FY2019 Application Window opens 1/16/19; closes 3/27/19**

On Feb 20, 2019, at 6:53 PM, Eileen Miller  
<[emiller@learningtech.org](mailto:emiller@learningtech.org)> wrote:

Ok. thx.

Eileen Miller  
VP, E-Rate & Technology Planning  
[Learningtech.org](http://Learningtech.org) [The Miller Institute for Learning with  
Technology]  
**CRN: 16043681**  
650-598-0105 x252  
866-801-8667 FAX  
[emiller@learningtech.org](mailto:emiller@learningtech.org)  
[2017 Top-Rated Great Nonprofits](#)  
Please take a moment to write a short review of our work at Great Nonprofits!  
**FY2019 Application Window opens 1/16/19; closes  
3/27/19**

On Feb 20, 2019, at 6:49 PM, Frew, Maria  
C <[Maria.Frew@charter.com](mailto:Maria.Frew@charter.com)> wrote:

Hi Eileen

I didn't forget about you.  
I'm just waiting for finance to make sure.  
If it's \$955 for 500M is what you think they



...the question seems to be what you think they will go with it will be all renewal except for the 2 sites that are new but if we do it all in one contract it should be the same but let's wait what the finance folks say.

**Maria Frew**  
**Spectrum Enterprise - Gov/Ed**  
Office: 562-677-0273  
Cell: 310-770-9518  
[maria.frew@charter.com](mailto:maria.frew@charter.com)

---

**From:** Frew, Maria C  
**Sent:** Monday, February 18, 2019 10:23 PM  
**To:** 'Eileen Miller'  
<[emiller@learningtech.org](mailto:emiller@learningtech.org)>  
**Cc:** erate.mps  
<[erate.mps@learningtech.org](mailto:erate.mps@learningtech.org)>; Miller, Sherry <[Sherry.Miller@charter.com](mailto:Sherry.Miller@charter.com)>  
**Subject:** RE: Magnolia Public Schools

Ok let me double check for sure with Finance.

**Maria Frew**  
**Spectrum Enterprise - Gov/Ed**  
Office: 562-677-0273  
Cell: 310-770-9518  
[maria.frew@charter.com](mailto:maria.frew@charter.com)

---

**From:** Eileen Miller  
<[emiller@learningtech.org](mailto:emiller@learningtech.org)>  
**Sent:** Monday, February 18, 2019 7:13 PM  
**To:** Frew, Maria C  
<[Maria.Frew@charter.com](mailto:Maria.Frew@charter.com)>  
**Cc:** erate.mps  
<[erate.mps@learningtech.org](mailto:erate.mps@learningtech.org)>; Miller, Sherry <[Sherry.Miller@charter.com](mailto:Sherry.Miller@charter.com)>  
**Subject:** Re: Magnolia Public Schools

As long as \$955/mo is the price for direct Internet service, we're all good.  
Please confirm.

Eileen Miller  
VP, E-Rate & Technology Planning  
[Learningtech.org](http://Learningtech.org) [The Miller Institute for  
Learning with Technology]  
**CRN: 16043681**  
650-598-0105 x252  
866-801-8667 FAX  
[emiller@learningtech.org](mailto:emiller@learningtech.org)  
[2017 Top-Rated Great Nonprofits](#)  
Please take a moment to write a short review of our work at Great  
Nonprofits!  
**FY2019 Application Window opens  
1/16/19; closes 3/27/19**

On Feb 18, 2019, at 7:00 PM,  
Frew, Maria C  
<[Maria.Frew@charter.com](mailto:Maria.Frew@charter.com)>  
wrote:

You are correct.  
I did the wrong drop down.  
They are all Internet and NOT  
Hub and Spoke topology

**Maria Frew**  
**Spectrum Enterprise -  
Gov/Ed**  
Office: 562-677-0273  
Cell: 310-770-9518  
[maria.frew@charter.com](mailto:maria.frew@charter.com)

---

**From:** Eileen Miller  
<[emiller@learningtech.org](mailto:emiller@learningtech.org)>  
**Sent:** Monday, February 18,  
2019 6:54 PM  
**To:** Frew, Maria C  
<[Maria.Frew@charter.com](mailto:Maria.Frew@charter.com)>  
**Cc:** erate.mps  
<[erate.mps@learningtech.org](mailto:erate.mps@learningtech.org)>;  
Miller, Sherry  
<[Sherry.Miller@charter.com](mailto:Sherry.Miller@charter.com)>  
**Subject:** Re: Magnolia Public  
Schools  
**Importance:** High

Hi Maria

III IIIIIII,

The RFP request “Direct Internet Access,” though due to the new Form 470 requirements, we have to post in all functions (just in case the resulting service award is either non-fiber or fiber):

- Internet Access and Transport Bundled (non-fiber services only)
- Leased Lit Fiber
- Internet Access: ISP service only

MPS does NOT have a hub/spoke topology; MPS has stand alone Internet service per site. The Spectrum/Charter bid references “Lease Lit Fiber” *only* for all sites. I just want to be sure you are quoting pricing for “Direct Internet Access” and not WAN services.

Please advise.

Thanks,  
Eileen

Eileen Miller  
VP, E-Rate & Technology  
Planning  
[Learningtech.org](http://Learningtech.org) [The Miller  
Institute for Learning with  
Technology]  
**CRN: 16043681**  
650-598-0105 x252  
866-801-8667 FAX  
[emiller@learningtech.org](mailto:emiller@learningtech.org)  
[2017 Top-Rated Great Nonprofits](#)  
Please take a moment to write a short review  
of our work at Great Nonprofits!  
**FY2019 Application**  
**Window opens 1/16/19;**  
**closes 3/27/19**

On Feb 12, 2019,  
at 4:20 PM,  
Frew, Maria C  
<[Maria.Frew@charter.com](mailto:Maria.Frew@charter.com)> wrote:

FCC Form 470 -  
Funding Year  
2019

Form 470  
Application  
Number:  
190002071  
mps\_y22\_470\_c1

Billed Entity  
Magnolia Public  
Schools  
250 E 1St Street  
STE1500  
Los Angeles, Los  
Angeles, CA  
90012

213-628-3634  
[erate.mps@learningtech.org](mailto:erate.mps@learningtech.org)

Billed Entity  
Number:  
17003590

FCC Registration  
Number:  
0025215294

Contact  
Information  
Eileen Miller  
[emiller@learningtech.org](mailto:emiller@learningtech.org)

650-598-0105  
ext.252

Anticipated  
Bandwidth  
Recipient of  
S...

Service BEN  
Address of  
Service ISP  
Handoff

At least 100  
Mbps,  
500 Mbps  
preferred,  
scalable to 1  
Gbps

MSA3  
Carson 16056858  
1254 East  
Helmick Street  
Carson,  
CA 90746  
Copper preferred

At least 100  
Mbps,  
200 Mbps  
preferred,  
scalable to 500  
Mbps

MSA4  
Venice 16056859  
11330 West  
Graham Place  
Los  
Angeles, CA  
90064 Copper  
preferred

At least 200  
Mbps,  
scalable to 500  
Mbps

Central  
Office 250 East  
1st Street, Suite  
1500  
Los  
Angeles, CA  
90012 Copper  
preferred

MSA5

Los Lobos  
16056860 18230  
Kittridge Street  
Reseda,  
CA 91335  
Copper preferred

MSA6  
Palms 16056861  
3754 Dunn Drive  
Los  
Angeles, CA  
90034 Copper  
preferred

MSA7  
Elementary  
16028804 18355  
Roscoe Blvd.  
Northridg  
e, CA 91325  
Copper preferred

At least 500  
Mbps,  
scalable to 1  
Gbps

MSA2  
Valley 16056857  
17125 Victory  
Blvd.  
Van Nuys,  
CA 91406  
Copper preferred

MSA  
Santa Ana  
16056863 2840  
W. 1st Street  
Santa  
Ana, CA 92703  
Copper preferred

At least 500  
Mbps, 1  
Gbps preferred,  
scalable to 5

Gbps  
MSA1  
Reseda3 234483  
18238 Sherman  
Way  
Reseda,  
CA 91335  
Copper preferred

Maria Frew  
Government and  
Education  
Spectrum  
Enterprise  
Office: 562-677-  
0273  
Cell: 310-770-  
9518  
17777 Center  
Court Drive, 8th  
Floor, Cerritos  
CA 90703  
[Maria.frew@charter.com](mailto:Maria.frew@charter.com)<[mailto: Maria.frew@charter.com](mailto:Maria.frew@charter.com)>

Legacy Time  
Warner Cable  
888-812-2591  
Press 1 for Tech  
Support/ \* For  
Modem support,  
Phone, CATV  
Press 1

\* For PRI and  
Fiber services  
Press 2  
\* For Hosted  
Voice Press 3

Press 2 for  
Billing Customer  
Support

Legacy Charter  
Communication

866-603-3199

\* Press 1 for  
Technical  
Support

\* Press 2 for  
Billing Support

\* Press 3 for  
Upgrading and  
Changing  
Services

[\[cid:image003.png@01D3594F.FC3422C0\]](mailto:cid:image003.png@01D3594F.FC3422C0)

E-MAIL

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<winmail.dat>

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x 500...c1.xlsx













GENERAL

# Spectrum Enterprise

## Ethernet and Internet Services Proposal for Magnolia Public Schools B.1 Category 1, Direct Internet Access

Presented To:  
Magnolia Public Schools  
Consultant  
250 E 1St Street STE 1500  
Los Angeles, CA 90012  
[erate.mps@learningtech.org](mailto:erate.mps@learningtech.org)

Presented By:  
Ms. Maria Frew  
MAE - Government & Education  
17777 Center Court Drive  
Cerritos, CA 90703  
(562) 677-0273  
[Maria.Frew@charter.com](mailto:Maria.Frew@charter.com)





Tuesday, February 12, 2019

Mr. Eileen Miller  
Consultant  
Magnolia Public Schools  
250 E 1St Street STE 1500  
Los Angeles, CA 90012  
[erate.mps@learningtech.org](mailto:erate.mps@learningtech.org)

Dear Mr. Miller:

Charter Communications™\* (Spectrum) is pleased to submit the enclosed proposal in response to your Request for Proposal (RFP). Our response demonstrates Spectrum's ability to provide network solutions that will enable Magnolia Public Schools to meet its technology needs.

Spectrum is committed to providing Magnolia Public Schools with broadband services necessary to meet its current and future technology needs. Spectrum provides advanced broadband services to more than one million business customers across 41 states, and we are one of the largest Ethernet providers in the country and the largest provider in the major US cities we serve.

Partnering with Spectrum provides the foundation to open opportunity, drive innovation and deliver exceptional experiences. Spectrum's advanced technology and product innovations address customer's growing demands for increased bandwidth, scalability, reliability and mobility. Spectrum is committed to delivering industry-leading client service and support.

Thank you for the opportunity to submit this response to your RFP. We look forward to the opportunity to review our proposal with you in detail and to implement the recommendations we are making.

Spectrum Enterprise owns, manages, and maintains its network infrastructure, which includes hub sites, fiber plant, electronic switch and routing equipment, and customer premise equipment in its footprint in the continental United States. The Spectrum Ethernet solutions are MEF certified and use VPLS (MPLS over Ethernet) to provide a dedicated service to you our customer. This network is not over subscribed but dedicated, that is the bandwidth you purchase is reserved for you and is available 24 x 7 x 365. This is a Spectrum Enterprise exclusive service and only available from Spectrum Enterprise. There is no extra charge for this for this is the way we design and deliver service to all of our customers.

---

\* Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating, LLC-143050436, a subsidiary of Charter Communications, Inc.



Spectrum is bidding B.1 Category 1, Direct Internet Access. All service offered by Spectrum in the proposal is E-rate Eligible.

Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

Spectrum has taken exceptions throughout the response.

Please do not hesitate to call if you have further questions or if there is anything else you need at this time. I look forward to speaking with you soon!

Sincerely,

*Ms. Maria Frew*

MAE - Government & Education



## **LEGAL DISCLAIMER and SUMMARY**

This proposal shall not be considered an acceptance of any offer by Magnolia Public Schools or otherwise create a binding contract between Magnolia Public Schools and Spectrum. This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Magnolia Public Schools may enter into a binding contract are understood to be subject to negotiation between the parties hereafter. The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

This proposal may assume a certain minimum level of acceptance of our bid. Therefore, in the event only a portion of Spectrum's proposal is accepted, our offer may be affected, and thus, Spectrum requests to review any such partial acceptance before final acceptance.



## DEFINITIONS OF ABBREVIATED TERMS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The names of specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and have defined them for your convenience.

MULTI-LOCATION TERMS	ABBREVIATION
CARRIER ETHERNET	CE
METRO ETHERNET FORUM	MEF
WIDE AREA NETWORK	WAN
SERVICE PROPOSAL TERMS	ABBREVIATION
PRIVATE BRANCH EXCHANGE	PBX
MONTHLY RECURRING CHARGE	MRC
NON-RECURRING CHARGE	NRC
QUANTITY	QTY
SERVICE CAPACITY	SVC. CAP.
INTERNET PROTOCOL	IP
DIRECT INWARD DIAL	DID
MINUTES OF USE	MOU
ETHERNET SERVICES TERMS	ABBREVIATION
CARRIER ETHERNET	CE
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL CONNECTION	EVC
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
TIME-DIVISION MULTIPLEXING	TDM
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN
FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
NETWORK OPERATIONS CENTER	NOC
SERVICE LEVEL AGREEMENT	SLA

## Table of Contents

Legal Disclaimer and Summary .....	4
Definitions Of Abbreviated Terms.....	5
Executive Summary .....	7
About Us.....	9
Fiber Internet Access.....	10
Spectrum Service Proposal.....	12
Spectrum’s Response To Magnolia Public Schools .....	14
Certificate of Insurance.....	57
Service Level Agreement.....	58
Service Agreement .....	59



## EXECUTIVE SUMMARY

Spectrum Enterprise (“Spectrum”), the commercial brand of Charter Communications, is pleased to provide this response illustrating our ability to provide Magnolia Public Schools with broadband services. We take pride in being an innovative resource for businesses, schools, and communities. Our reliable and economical service is a natural fit with your mission.

### Bring Advanced and Affordable Technology to Your Schools

Advanced communications services and computing technologies in the classroom have become vital to education. Unfortunately, today’s challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-rate Program to help with the need for communications services and budgeting problems. Funded by the Universal Service Administrative Company (USAC), this program offers 20-90 percent off standard retail rates on eligible communications services to eligible schools, libraries, and their districts. Federally funded E-rate discounts have made today’s technology more affordable.

### Spectrum’s Solution

Since 1998, Spectrum has worked with thousands of E-rate accounts. We understand the E-rate program and how best to benefit from it. Our experience in this area will provide E-rate specialists who understand:

- ▶ rules and regulations to participate in the program
- ▶ billing and standard discounts

Technology and education have converged, and your communications needs are growing rapidly.

### Get Powerful Services with the Financial Benefits of E-rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement. We have invested the time and effort to ensure our sales and support teams have the expertise to help you get the best services through the E-rate program.

### Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are quoting Magnolia Public Schools will match your specific and discrete needs.



When you collaborate with Spectrum for communications services, we assign a dedicated account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs.
- ▶ **E-rate Specialists:** experienced with E-rate rules and regulations and are billing and standard discounts experts
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Network Operations Center:** Spectrum staff that continuously monitors the network

### Implementation Plan

Spectrum has detailed processes in place to ensure installations occur in a timely fashion and to your timeframe. Upon award of the project, Spectrum will meet with your technical staff to create the project work plan. The work plan will include an assessment of site readiness with specific recommendations based upon site visits. Spectrum will jointly prepare a project work schedule with Magnolia Public Schools, identifying key project milestones.

We will assign a team experienced in designing, implementing, and maintain large-scale networks to this project. We dedicate in-house project managers who will be the point of contact for the project life cycle. Our project managers understand the importance of meeting deadlines and satisfying customer expectations.

Spectrum operates with a team concept. We ensure work is crosschecked and resources are available to provide backup support, as needed, and that are knowledgeable in the processes and procedures used in this project.

Upon completion of the construction, the project will be handed off to a local Network Technician who will install the Spectrum equipment, as applicable, at each respective Magnolia Public Schools's site. The Network Technician will work with the Network Operations Center to verify connectivity and to provision the correct bandwidth. We will notify you once installation and testing are complete, and service is available for use.

Spectrum's implementation plan is an estimate only. Actual dates and periods may vary due to, but not limited to, inclement weather. The estimate for your service delivery is expected to be 90 days.





## ABOUT US

Spectrum, a division of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. Spectrum's broad portfolio includes Internet access, Ethernet access and networks, Voice, and TV solutions and extends to Managed IT solutions including Application, Cloud Infrastructure and Managed Hosting Services offered by its affiliate, Navisite. Our industry-leading team of experts work closely with clients to achieve greater success by providing these right fit solutions designed to meet their evolving needs. For more information, visit [enterprise.spectrum.com](http://enterprise.spectrum.com).

Standing at the intersection of technology and entertainment, we facilitate essential communications that connect more than 25 million residential and business customers in 41 states. Our commitment to serving customers and exceeding their expectations is the foundation of our business strategy and this philosophy that guides our 90,000 employees.

All of our services are delivered over our state-of-the-art network and we back them up with professional customer service and support from local technicians. We are dedicated to bringing our clients innovative, reliable services, and responsible care.

Additional financial information about Spectrum, including annual and quarterly reports, may be found at our [Investor Relations](#) portal.

For more information about Charter, visit the [Charter Communications Newsroom](#).



## FIBER INTERNET ACCESS

Every second your business waits for file uploads, downloads and transfers is lost time, productivity and revenue.

### [Fiber Internet Access overview](#)

Fiber Internet Access (FIA) from Spectrum Enterprise provides secure, symmetrical connectivity—ranging from 25 Mbps to 10 Gbps—backed by industry-leading service-level agreements (SLAs) for performance and uptime. Whether your business is in a rural or a metropolitan location, you can count on reliable, as well as consistent, speeds because of Spectrum Enterprise’s fiber-rich network.

When you require equally high-capacity, scalable upload and download access, FIA delivers with predictably fast, high-bandwidth, secure Internet service to power your business.

---

### Product highlights

- ▶ **Enable High-bandwidth connectivity:** Dedicated, consistent symmetrical bandwidth is backed by industry-leading SLAs to help ensure network availability, Mean Time to Restore (MTTR), latency and packet delivery
- ▶ **Maximize Internet speeds:** Enjoy consistent, symmetrical speeds ranging from 25 Mbps to 10 Gbps
- ▶ **Ensure reliability regardless of location:** Get reliable connectivity whether your business is in a metropolitan or outlying area
- ▶ **Enable end-to-end security:** Dedicated connectivity is delivered over Spectrum Enterprise’s secure, fiber-rich network
- ▶ **Ensure maximum performance and uptime:** Proactive monitoring is offered 24/7/365
- ▶ **Rely on dedicated support:** Spectrum Enterprise Technical Specialists are available 24/7/365

---

### Product

- ▶ **Integrate Robust Managed Network Security:** Optional Managed Router Service for Internet is available for one predictable, cost-effective monthly fee



## PRODUCT BRIEF FIBER INTERNET ACCESS

### Technical Specifications Network

- ▶ IP over IEEE 802.3-based, full-duplex, non-circuit switched services
- ▶ Provisioned on our advanced fiber-rich network from the client premises to one of many Spectrum Enterprise hub locations throughout the Spectrum Enterprise network footprint
- ▶ Multiple levels of network fault tolerance provide a highly reliable and secure Internet access service
- ▶ Fiber access circuit is insusceptible to electromagnetic interference

### Internet Access Demarcation

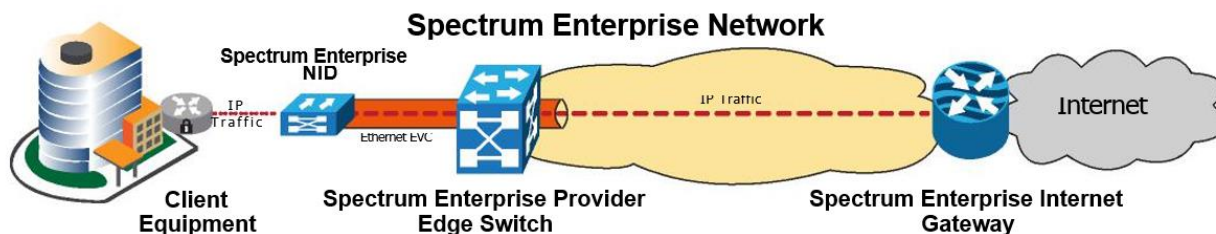
- ▶ Fiber connections to the Spectrum Enterprise network are managed by a dedicated network interface device
- ▶ All traffic is routed over the Spectrum Enterprise IP network until the traffic is required to travel to the public network

### Routing

- ▶ Routing options are static routing or border gateway protocol (BGP)

### Static IP Addresses

- ▶ IP address space is included
- ▶ Spectrum Enterprise offers dual stacking of IPv4 and IPv6 address space





## **SPECTRUM SERVICE PROPOSAL**

These prices will remain in effect throughout the initial Service Period, subject to the following contingencies:

- ▶ final engineering, design and site visits; and
- ▶ complete Terms & Conditions as provided in our service contract

[See attached pricing sheet.](#)



Spectrum's Taxes, Surcharges, and Fees provision is as follows:

Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, property, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, and including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.



## SPECTRUM'S RESPONSE TO MAGNOLIA PUBLIC SCHOOLS

Spectrum is pleased to submit this formal proposal for Ethernet and Internet Services to Magnolia Public Schools. On the pages to follow, Spectrum has responded to your Request for Proposal and addressed each requirement to demonstrate that we can provide you with the best, most timely, cost effective solution to meet your needs. We based our responses on an understanding of your needs from both a technical and a business perspective. Whenever possible, we linked our responses back to your needs to show you not only what we offer, but also why it matters to you. We also provided evidence of our competence to deliver solutions in a professional manner, and have indicated the value of our recommendations for you.

As the second largest cable operator in the United States, Spectrum can provide customized solutions in several marketplaces that are unified, powerful, cost-effective, easily managed, and perhaps most importantly, reliable.

Spectrum owns and operates our network from end-to-end and offers one phone number to call after installation for all support and service inquiries. There is never any question as to how to get help, or who will be supporting you should you ever need assistance.

- ▶ **Service and Savings:** Owning our network allows us to not only manage and monitor your services, but also pass cost savings on to our end customers with highly competitive rates
- ▶ **Reliable connectivity:** With dedicated connectivity up to 10 Gbps, Spectrum can offer the newest technology and services
- ▶ **Adaptability:** Spectrum offers future-proof solutions that are scalable and flexible to adapt to our customers changing requirements
- ▶ **Service:** We serve all of our customers with a dedicated team of Account Executives with supporting teams that understand complex requirements for acquiring, funding and installing solutions like yours

We understand that not all businesses have the same needs and are committed to working with our clients to move past limitations, integrating the most valuable solutions, and achieving greater success together. We invite you to review the following response and discover how Spectrum can provide a solution for you. Our customers value our knowledge and understanding of their challenges, objectives, operating environments, and rely on our accumulation of best practices from the industry. We realize that your initiatives can often create more ways to use our services than was originally anticipated, so you need to be able to adapt quickly, as demand increases. Since we design solutions that solve your specific needs and anticipate future growth needs, we know that you will achieve the results that you expect from your broadband provider now, and into the future.



**Magnolia Public Schools**  
FY2018 E-Rate Request for Proposals

**REQUEST FOR PROPOSALS**  
**E-Rate Eligible Category 1 Products and Services**  
**Funding Year 2019: 7/1/2019 – 6/30/2020**



<b>Applicant</b>	<b>Magnolia Public Schools</b>
<b>Billed Entity Number</b>	<b>17003590</b>
<b>Establishing Form 470</b>	<b>190002071 (Nickname: mps_y22_470_c1)</b>



**Magnolia Public Schools**  
FY2018 E-Rate Request for Proposals

## OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

The GENERAL INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this SPECIFIC INFORMATION, TERMS AND CONDITIONS document by reference. The GENERAL section instructs the respondent about general information, and general terms and conditions.

This SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant's current situation and desired solutions)
- Proposal submission details:
  - Questions email and deadline
  - Submission mechanism and deadline
  - Vendor meeting dates and times (if applicable)
  - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
  - Relevant technical specifications
  - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

**All critical dates** (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

Spectrum understands.





**A responsive proposal will be submitted per instructions on the first page of this SPECIFIC section and will include:**

- 1. Vendor's proposal**
- 2. Vendor's cover letter, or executive summary in proposal to include:**
  - a. Succinct recap (single page, no more than 2 paragraphs) in nontechnical terms, of what the proposal provides to the Applicant**
  - b. Clear statement regarding for which part of the RFP this proposal is a valid response (e.g., B.1, B.2)**
  - c. The price, subtotaling E-Rate eligible items separately from items *not* eligible for E-Rate support**
  - d. The contract term, explicitly clarifying the start date of the contract as:**
    - Contract signature date, or**
    - Service activation date, or**
    - 7/1 of the E-Rate funding year, or**
    - Other**
  - e. Confirmation that the proposal is valid and will be held firm through the close of the FY2018 application window and until all associated paperwork is completed**
  - f. Brief list of any exceptions to any requirements of this RFP**
- 3. Fully executed RFP Signature Page, signed by Vendor's authorized representative**
- 4. Pricing Form(s)**
- 5. Timely submission**

Spectrum understands and has complied.

**Vendors submitting proposals can expect:**

- NO private calls, meetings, demos will be accepted during the competitive bidding process, thereby maintaining an "open and fair" competitive bidding process per E-Rate program rules
- Acknowledgement of receipt of proposals
- Email notification of award or regret, *after* Applicant decisions are made, and typically *after* the Form 471 applications are submitted. Vendors winning awards will likely be requested to provide contract documents before the window closes. If you have not been advised of the outcome before the window closes, you probably did not win, but you WILL hear from us to close the loop
- Extra emails and phone calls just before the window closes asking, "did I win?" slows the decision process, so please resist this temptation.

Spectrum understands.



## SPECIFIC INFORMATION, TERMS AND CONDITIONS

### A. BACKGROUND

Magnolia Public Schools [MPS] is a CA Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), and serves grades K-12. MPS has 1 non-instructional facility [NIF] and 8 schools in the Los Angeles area, 1 school in Orange County, and 1 school in San Diego. MPS applies for E-Rate as a “charter district” for the NIF and all schools.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava
Applicant Implementation Contact	Rasul Monoshev
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

The following background information about the Applicant’s existing technology infrastructure and goals may be helpful in preparing a responsive bid.

MPS seeks bids for Internet service for all District sites except Bell and San Diego.

Entities included in this RFP are listed below; bidders should rely on this RFP list of entities as the definitive list of entities participating in this RFP. (Note that due to EPC data discrepancies, the Form 470 **Billed Entity** or **Recipients of Service** or **Number of Eligible Entities** sections may differ from those listed below).

Spectrum understands.



**Magnolia Public Schools**  
FY2018 E-Rate Request for Proposals

#	Entity Name	Address	BEN	Enrollment <sup>2</sup>
1	Magnolia Academy	Science 18238 Sherman Way Reseda, CA 91335	234483	541
2	Magnolia Academy Valley	Science 17125 Victory Blvd. Van Nuys, CA 91406	16056857	458
3	Magnolia Academy Carson	Science 1254 East Helmick Street Carson, CA 90746	16056858	460
4	Magnolia Academy Venice	Science 11330 West Graham Place Los Angeles, CA 90064	16056859	192
5	Magnolia Academy Los Lobos	Science 18230 Kittridge Street Reseda, CA 91335	16056860	187
6	Magnolia Academy Palms	Science 3754 Dunn Drive Los Angeles, CA 90034	16056861	173
7	Magnolia Academy Elementary	Science 18355 Roscoe Blvd. Northridge, CA 91325	16028804	301
8	Magnolia Academy Bell	Science 6411 Orchard Avenue Bell, CA 90201	17016161	499
9	Magnolia Academy Santa Ana	Science 2840 W. 1st Street Santa Ana, CA 92703	16056863	725
10	Magnolia Academy San Diego	Science 6525 Estrella Avenue San Diego, CA 92120	16056862	407
11	Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776	0
12	Magnolia Schools District	Public 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590	na

NOTE:

- ∞ MSA1 (Reseda) enrollment is expected to be maximum of 912 students after construction is completed. With enrollment increased to 912, MSA1 remaining C2 Budget will be \$80,332.76.



## B. PRODUCTS AND SERVICES SOUGHT

In the event that alternative technologies, topologies or pathways would improve functionality or reduce cost, bidders are encouraged to propose recommended alternatives *in addition to* estimating as indicated in this RFP.

### Category 1 (Data Transmission and/or Internet Access)

#### On-Premise Category One Equipment

Some Category 1 services require vendor provided equipment at the customer site. To be eligible for Category 1 treatment, these requirements must be met:

1. Is the leased on-premise equipment an integral component of a Telecommunications or Internet Access service? **YES**
2. Will the leased on-premise equipment be provided by the same service provider that provides the associated Telecommunications Service or Internet Access service? **YES**
3. Does responsibility for maintaining the equipment rest with the service provider? **YES**
4. Will ownership of the equipment transfer to the school or library in the future? **NO**
5. Does the relevant contract or lease include an option for the applicant to purchase the equipment? **NO**
6. Will the leased equipment be used at the applicant site for any purpose other than receipt of the eligible Telecommunications Services or Internet Access of which it is a part? **NO**
7. Will the school's/library's internal communication systems (e.g., LAN, video, phone, or other communication system) continue to work if the component is disconnected? **YES**
8. Are there any contractual, technical, or other limitations between you and the service provider that states that the equipment is exclusively for your use and not to be shared with other customers? **NO**

For full guidance regarding On-Premise Category One Equipment, see <https://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/category-one.aspx>.

Spectrum understands.



## B.1 Category 1, Direct Internet Access

Posted in Form 470 under these functions:

- Internet Access and Transport Bundled (non-fiber services only)
- Leased Lit Fiber
- Internet Access: ISP service only

Requirements:

Anticipated Bandwidth	Recipient of Service	BEN	Address of Service	ISP Handoff
At least 100 Mbps, 500 Mbps preferred, scalable to 1 Gbps	MSA3 Carson	16056858	1254 East Helmick Street Carson, CA 90746	Copper preferred
At least 100 Mbps, 200 Mbps preferred, scalable to 500 Mbps	MSA4 Venice	16056859	11330 West Graham Place Los Angeles, CA 90064	Copper preferred
At least 200 Mbps, scalable to 500 Mbps	Central Office		250 East 1st Street, Suite 1500 Los Angeles, CA 90012	Copper preferred
	MSA5 Los Lobos	16056860	18230 Kittridge Street Reseda, CA 91335	Copper preferred
	MSA6 Palms	16056861	3754 Dunn Drive Los Angeles, CA 90034	Copper preferred
	MSA7 Elementary	16028804	18355 Roscoe Blvd. Northridge, CA 91325	Copper preferred
At least 500 Mbps, scalable to 1 Gbps	MSA2 Valley	16056857	17125 Victory Blvd. Van Nuys, CA 91406	Copper preferred
	MSA Santa Ana	16056863	2840 W. 1st Street Santa Ana, CA 92703	Copper preferred
At least 500 Mbps, 1 Gbps preferred, scalable to 5 Gbps	MSA1 Reseda <sup>3</sup>	234483	18238 Sherman Way Reseda, CA 91335	Copper preferred

Other specifications:

- Vendors will provide all E-Rate Category 1 eligible services and equipment necessary for the solution to function
- Strongly prefer that any Customer Premise Equipment [CPE] meets the E-Rate program requirements for On-Premise Category One Equipment
- Prefer major provider (ideally “tier 1” or “tier 2” or substantial peering arrangements)
- Symmetrical bandwidth = YES
- Uptime reliability = 99.9%
- IP addresses = up to 4

Spectrum's proposal is for Internet (Fiber Based Internet Service). Please review Spectrum's SLA incorporated within this proposal.



Services provided under the Agreement to the Customer shall be available for Customer's use at least ninety-nine and ninety-five one hundredths percent (99.95%) each month the Services are to be provided by Spectrum hereunder ("Network Availability"). Since no provider can control the means of force majeure (acts of God or uncontrollable access to plant due to safety issues and access to poles or underground segments), Spectrum has additional service level agreement (SLA) provisions that can be added to the end user agreement. Any transmissions outside of Spectrum's core network are not controlled by Spectrum and, therefore, are not applicable to this service parameter.

<sup>3</sup> Construction at MSA1 is to expand current facilities, but MSA1 remains a single school at the same address. MSA1's current address will remain same with CDE and E-Rate. The new building (official street address of 18220 Sherman Way) is simply a new building on the same campus. The new building will be connected to the main site via fiber LAN.

- The proposal, and any resulting contract, must include monthly and installation pricing at each bandwidth level for the full term of contract, as well as allow optional upgrades during the contract term, without new competitive bidding

Please review Spectrum's Service Proposal herein for pricing, Order Term, and bandwidth information. The quoted MRC and NRC exclude taxes, fees, and surcharges. Additional Service Charges will be invoiced as set forth in Spectrum's Commercial Terms of Service. For information regarding possible taxes, fees and surcharges, information can be found here:

<https://www.spectrum.net/support/manage-account/understanding-your-bill-taxes-and-fees>

- Pricing Form (required): Vendors should submit the completed Pricing *in .xlsx format* (attached with this RFP to the FCC Form 470): **pricing\_form\_c1.xlsx**

Spectrum understands.

**NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. No deviation may be introduced between the submitted Pricing Form and any resulting contract.**

Applicant requests complete contractual documentation indicating prices at different service levels over the contract term, including possible voluntary extensions. If pricing varies by site, please indicate in Pricing Form.

Please review Spectrum's Service Proposal herein for pricing, Order Term, and bandwidth information. The quoted MRC and NRC exclude taxes, fees, and surcharges. Additional Service Charges will be invoiced as set forth in Spectrum's Commercial Terms of Service. For information regarding possible taxes, fees and surcharges, information can be found here:

<https://www.spectrum.net/support/manage-account/understanding-your-bill-taxes-and-fees>



- Contract preference: To coincide with E-Rate funding year, Applicant strongly prefers that contract expiration date be exactly and explicitly 6/30 (i.e., not based on number of months from contract signatures, or service turn up). Unless explicitly stated, a three (3) year term with two (2) 1-year renewals after initial contract term is preferred.

ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.



### C. VENDOR CONFERENCE / WALK THROUGH

Vendor Conference Call and/or Walk Through information follows. **ONLY checked items (I1) apply.**

**I1** A Vendor Conference Call will NOT be held. Please do not request a special appointment.

**I1** A Vendor Walk Through will NOT be held. Please do not request a special appointment.

**U** A Vendor Conference Call will be held at the **date** and **time** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of the call-in details, and any unanticipated, last minute changes in scheduling. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

**U** Attendance is *optional*.

**U** Attendance is **mandatory**.

**U** A Vendor Walk Through will be held at the **date** and **time** and **location** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of any unanticipated, last minute changes in scheduling or starting location. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

**U** Attendance is *optional*.

**U** Attendance is **mandatory**.

Sign-in and a business card or similar contact information will be expected upon arrival. Answers to clarifying questions not adequately explained in the existing RFP materials will be posted as RFP Addenda or Amendments on the same web site as this document and available to all vendors. Please note that, depending on the bid evaluation criteria indicated herein, where attendance is optional, non-attendance might still affect scoring on a secondary proposal evaluation factor. Vendors should never offer gifts or favors of any kind, however small, to anyone associated with the Applicant or Applicant's family members. Submission of a proposal constitutes a presumptive certification that there is no conflict of interest.

Spectrum understands.





## D. EVALUATION CRITERIA

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and services as the highest weighted factor. Secondary factors will also be considered as further described below.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Disqualification factors include:

- Non-compliance with E-Rate program rules
- Non-compliance with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the required Pricing Form
- Failure to submit a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above. (For example, if Applicant seeks a full complement of Network Components and vendor proposes only the firewall, the firewall proposal will be disqualified unless *no* reasonably complete solutions have been received.)
- Failure to meet minimum specifications for key components of solution
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Submission of any documents that are “Proprietary” or “Confidential”
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- “Budgetary” pricing: prices for products and services must be firm commitments; surprise special construction costs are not acceptable.

In the event that all proposals are disqualified, leaving the Applicant with no responsive bids, the Applicant, at its sole discretion, may waive individual disqualification factors.

**All qualified proposals will be evaluated using the following factors and weights.**

Spectrum understands.



<b>Criterion</b>	<b>Weight</b>
Cost of eligible products and services <sup>4</sup> during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution <sup>5</sup>	24%
Cost of <i>ineligible</i> products and services <sup>6</sup> during <i>initial</i> contract term	19%
Contract terms and conditions <sup>7</sup>	9%
Extent to which a single-provider, turnkey solution is provided <sup>8</sup>	9%
Vendor qualifications <sup>9</sup>	7%
Quality of proposal document(s) <sup>10</sup>	7%
<b>Total</b>	<b>100.00%</b>

### **E. OTHER SPECIFICS**

No additional specifics are available.

<sup>4</sup> This criterion is required and must be the most heavily weighted, per E-Rate program rules.

<sup>5</sup> In the case of Internet services, *functionality* could include: whether provider is considered “Tier 1,” “Tier 2,” or lower; peering arrangements; whether service is symmetrical; speed and latency of connections; whether a sufficient number of public (static) IP addresses are offered; whether public forward and reverse (in-addr.arpa) lookup DNS services are provided; uptime guarantee or Service Level Agreement [SLA]; whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections. Performance characteristics such as scalability of bandwidth are more desirable. Other considerations might include compatibility with existing equipment (e.g., routers, handsets) and services. Solutions that emphasize student data security are strongly preferred.

<sup>6</sup> Such as cost of handsets, voice features, or Early Termination Fees.

<sup>7</sup> Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. Flexibility to adapt to changing circumstances, such as moves or school closures, is advantageous. In California, Vendors participating in California Teleconnect Fund may be scored higher. Commitment to SPI invoicing is will generally be scored higher. Consolidated billing (mapped to Funding Request Numbers [FRNs] and SPINs) is also a plus. Contract expiration date that is exactly 6/30 is strongly preferred for Category 1 services. Commitment to include pricing for scalable bandwidth over time in contract will be more favorable.

<sup>8</sup> *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract with a single vendor mostly/completely addresses all of the requirements (or even addresses multiple Service Types, such as Voice and Data Transmission and/or Internet Access).

<sup>9</sup> Factors to be considered include: past performance, industry experience, references, adherence to RFP requirements, responsiveness during bid evaluation, and E-Rate compliance/experience/track record, quality of proposal documents.

<sup>10</sup> The extent to which the proposal documents are clear, complete, consistent, accurate.

**Magnolia Public Schools**  
 FY2018 E-Rate Request for Proposals

**REQUEST FOR PROPOSALS**

**Signature Page (required)**

<b>Applicant</b>	<b>Magnolia Public Schools</b>
<b>Billed Entity Number</b>	<b>17003590</b>
<b>Establishing Form 470</b>	<b>190002071 (Nickname: mps_y22_470_c1)</b>

**For the Vendor:**

Vendor hereby promises to deliver the products and services according to the pricing and schedule described in Vendor’s submitted proposal and Pricing Form and to comply with all terms and conditions of the REQUEST FOR PROPOSALS (including both GENERAL INFORMATION, TERMS AND CONDITIONS and SPECIFIC INFORMATION, TERMS AND CONDITIONS) and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.

*Irwin Whistler III*

Irwin Whistler III (Feb 11, 2019)

Signature

Irwin Whistler, Dir. Strategic Accounts

Charter Communications Operating, LLC

Printed Name and Title

Vendor Name

02/11/2019

143050436

Date

SPIN

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B. 1  
 B.1 Category 1, Direct Internet Access \_\_\_\_\_.

(for clarity, please provide name of section as well)

**For the Applicant:**

If Vendor’s proposal is selected for award, Applicant will execute below to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor’s additional contractual documentation. All terms and conditions of the RFP and all RFP amendments and supporting materials are included by reference.

Signature

Date

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN

# Signature Page 02/11






Adobe Sign Document History

02/11/2019



Created:	02/11/2019
By:	sherry.miller@charter.com
Status:	Signed
Transaction ID:	CBJCHBCAABAAAY2cqZkIKG_WIHT518Xyu-IQklzvODaC

## "Signature Page 02/11" History

-  Document created by sherry.miller@charter.com  
 02/11/2019 - 8:19:22 AM PST- IP address: 68.114.34.12
-  Document emailed to Irwin Whistler III (irwin.whistler@charter.com) for signature  
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 Signature Date: 02/11/2019 - 8:24:38 AM PST - Time Source: server- IP address: 204.235.114.165
-  Signed document emailed to Irwin Whistler III (irwin.whistler@charter.com) and sherry.miller@charter.com  
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# REQUEST FOR PROPOSALS

## E-Rate Eligible Products and Services

### Funding Year 2019: 7/1/2019 – 6/30/2020

## OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

This GENERAL section instructs the respondent about general information, and general terms and conditions. The SPECIFIC INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this GENERAL INFORMATION, TERMS AND CONDITIONS document by reference.

The SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant's current situation and desired solutions)
- Proposal submission details:
  - Questions email and deadline
  - Submission mechanism and deadline
  - Vendor meeting dates and times (if applicable)
  - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
  - Relevant technical specifications
  - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

**All critical dates** (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

Spectrum understands.



## GENERAL INFORMATION, TERMS AND CONDITIONS

### E-Rate Program Background

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries Division [SLD] Forms 470, in partial fulfillment of the requirements for Federal Communications Commission [FCC] Universal Service Fund [*E-Rate*] discounts. E-Rate provides discounts for certain school or library technology products and services, including:

- Category 1:
  - Leased Lit Fiber
  - Internet Access and Transport Bundled
  - Transport Only - No ISP Service
  - Internet Access: ISP Service Only
  - Leased Dark Fiber and Leased Lit Fiber
  - Self-Provisioned Network and Services Provided Over Third-Party Networks
  - Cellular Data Plan/Air Card Service
  - Voice Service
  - Cellular Voice
  - Other
- Category 2:
  - Internal connections
  - Managed Internal Broadband Service
  - Basic maintenance of internal connections.

For more information about this Federal program, and before responding to this RFP, please refer to the SLD web site, [www.usac.org/sl/](http://www.usac.org/sl/), or call the SLD Help Line at 888-203-8100.

Spectrum understands.

[Learningtech.org](http://Learningtech.org) [The Miller Institute for Learning with Technology, Consultant Registration Number 16043681], a **Consulting firm**, is **not** the E-Rate **Applicant**. [Learningtech.org](http://Learningtech.org) is the Applicant's **Consultant**, retained to handle competitive bidding interactions and other aspects of the E-Rate application. Therefore, please:

- Put the Applicant's name and contact information on any documents resulting from winning proposal(s)
- Do not contact school personnel either with general questions about E-Rate, or to offer ineligible services or services not requested on this RFP, or to request a meeting or offer trial equipment.

All questions and contacts about this RFP should be via electronic mail, addressed as indicated on the cover page of the SPECIFIC [section](#). [Learningtech.org](http://Learningtech.org) staff will gather the necessary information to respond to legitimate questions and provide answers by posting addenda or amendments clarifying this RFP on the same system(s) as the original RFP. All such postings are considered formal elements of this RFP and should be considered incorporated by reference into any resulting agreements. Postings may occur from time to time during the bidding period; please be sure to check back periodically while preparing your proposal.



Telephone, facsimile or U.S. mail inquiries or submissions are strongly discouraged, and are apt to be overlooked during proposal evaluation. As a school/district, library or education-related consortium, the Applicant does not have the personnel resources to respond to generalized inquiries or blanket advertising broadly targeting E-Rate applicants. Such materials shall be deemed "Unsolicited Commercial Email" (spam); Applicants have no obligation to respond to spam. Repeated spamming could cause *all* of your information to be overlooked, your email address to become blacklisted by our filtering system, and/or (at a minimum) divert Applicant attention from any materials intended as serious, legitimate responses to this RFP. Please clearly indicate to which of the solicitation requirements your proposal is a valid response.

Spectrum understands.

Vendors should have, or should promptly apply for, a valid E-Rate program Service Provider Identification Number [SPIN] and meet other criteria, as further described herein.

Charter Communications Operating, LLC SPIN is 143050436.

For coordination of California Teleconnect Fund discounts for Category 1 services in California, service providers must discount invoices to the Applicant and submit the balance to the E-Rate program via Service Provider Invoice [SPI] forms, as specified by the SLD. Invoicing information is further described below.

California Teleconnect Fund Contingency. If state funding for the California Teleconnect Fund ("CTF") is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-rate discounts from the Universal Service Administrative Company ("USAC"), Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-rate and CTF rules, or (ii) withdraws its request for E-rate and/or CTF.

Customer's Service Order will include the following E-rate Contingency:

#### **E-RATE FUNDING CONTINGENCY**

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15<sup>th</sup> prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.



Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the Service Charges, as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all Service Charges, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Your proposal should refer to this RFP specifically, as well as the Applicant name, the establishing Form 470 Number and Billed Entity Number. You should also clearly indicate your currently valid SPIN number and FCC Registration Number [FCC RN].

Charter Communications Operating, LLC SPIN is 143050436.

Charter Communications Operating, LLC FRN is 0002526580.

***Descriptions of products and services are expected to provide sufficient line item detail, in a format suitable to serve as SLD Standard Form 471 Item 21 Attachments, with minimal need for Applicant modification.***

Applicant intends to procure products/services, and seeks only proposals that are fully compliant with all state and local procurement rules, codes and regulations, as well as being fully compliant with all rules and guidelines of the E-Rate program. **Per E-Rate rules, confidential bids are not acceptable.<sup>1</sup>**

Spectrum understands.

## **1. GENERAL INFORMATION**

### **1.1 Introduction and Scope**

Starting with Funding Year 2018 (July 1, 2018 – June 30, 2019), Applicant seeks proposals for eligible products and services in the categories of service listed in **Service Requests** section of the Form 470 and further detailed in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP.

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve telecommunications and/or Internet access services and/or technology infrastructure and/or managed internal broadband services and/or basic maintenance of infrastructure, to enhance student achievement in its classrooms. Qualified entities offering these products and services





[Vendors] should submit proposals including detailed descriptions, with all costs associated with the delivery of the products and services (parts, labor, installation, testing, acceptance, configuration, turn-up, applicable taxes/fees, shipping, and so on). Any line items not 100% eligible for E-Rate discounts according to program rules should be isolated, with separate subtotals.<sup>2</sup> Items that are conditionally or partially eligible should also be noted. Ineligible items should be eliminated when possible (or minimized where necessary but ineligible) and broken out as separate line items or separate proposals. Proposals for ineligible products and services, however potentially useful to school technology programs (such as, say, interactive white boards or end user computers) should **not** be submitted in response to this RFP; Applicant will seek whatever additional, ineligible products and services are needed to implement their technology plan, separately, at another time. Apparent attempts to include excessive quantities of ineligible items, deliberately misrepresent the eligibility of items, or otherwise circumvent program rules will result in disqualification.

Spectrum understands.

### 1.2 Evaluation Methodology

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and/or services as the highest weighted factor. Secondary factors may also be considered.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Spectrum understands.

### 1.3 Vendor Capabilities

Proposals should include supporting information about your firm's capabilities and experience.

- Company Background including:
  - Names of Principals and Type of Organization

Charter Communications Operating, LLC

**Thomas M. Rutledge**

Chairman and Chief Executive Officer

**John Bickham**

President and Chief Operating Officer

**David G. Ellen**

Senior Executive Vice President

**Tom Adams**

Executive Vice President, Field Operations

**James Blackley**

Executive Vice President, Engineering and Information Technology



**Mike Bair**

Executive Vice President, Spectrum Networks

**Catherine Bohigian**

Executive Vice President, Government Affairs

**Richard J. DiGeronimo**

Executive Vice President, Product and Strategy

**Richard R. Dykhouse**

Executive Vice President, General Counsel and Corporate Secretary

**Jonathan Hargis**

Executive Vice President and Chief Marketing Officer

**David Kline**

Executive Vice President, President of Media Sales

**Paul Marchand**

Executive Vice President, Chief Human Resources Officer

**Kathleen Mayo**

Executive Vice President, Customer Operations

**Philip G. Meeks**

Executive Vice President, President of Spectrum Business Enterprise

**Tom Montemagno**

Executive Vice President, Programming Acquisition

**James Nuzzo**

Executive Vice President, Business Planning

**Scott Weber**

Executive Vice President, Network Operations

**Christopher L. Winfrey**

Chief Financial Officer

**Kevin D. Howard**

Senior Vice President - Finance, Controller and Chief Accounting Officer

○ Contact Information

Ms. Maria Frew  
MAE - Government & Education  
17777 Center Court Drive  
Cerritos, CA 90703  
(562) 677-0273  
[Maria.Frew@charter.com](mailto:Maria.Frew@charter.com)

○ Years in Business

Charter Communications Operating, LLC is a Delaware, Limited Liability Company, formed on February 10, 1999.

● Experience: K-12 references for 3 similar projects in the last 5 years

Hollister School District - 9 sites



Fiber Services – Gig @ all sites – Ethernet and Internet  
Contact: JR Rayas (831) 630-6300 x 46

Victor Elementary School District 21 sites  
Fiber Services – 10Gg and 1Gb circuits - Ethernet and Internet  
Contact: Bill Klopping  
760 245 3533 direct  
760 559 5480 m

Glendale Unified SD – 26 sites  
Fiber service: 30Gb, 10Gb and 1Gb Ethernet Services  
Contact: Frank Schlueter  
18-241-3111, Ext. 1444

- E-Rate track record:

Spectrum complies with all applicable USAC rules and regulations, and will invoice the District for the Services in accordance with E-rate guidelines. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

- Green light status

Red Light Display System

Page 1 of 1



## Red Light Display System (RLDS)

### Red Light Display System

[FCC](#) | [Fees](#) | [Red Light Display System](#)

[< FCC Site Map](#)

Logged in as FRN: Charter Communications, Inc. (0025646373) [[Log Out](#)]

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12/17/2018 4:43 PM

#### Current Status of FRN 0025646373

**STATUS: Green**

**You have no delinquent bills which would restrict you from doing business with the FCC.**

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 12/17/2018 at 6:35 AM; it is updated once each business day at about 7 a.m., ET.

- Valid SPIN, or evidence of application for SPIN

Charter Communications Operating, LLC SPIN is 143050436.

- FCC Registration Number

Charter Communications Operating, LLC FRN is 0002526580.



○ 499 Filer status

Charter files the 499 form quarterly and annually for all of our SPIN'S except Charter Communications, Inc.

○ SPAC filing history

SPIN	Service Provider	Doing Business As	Contact Name	Contact Address	Contact Phone	E-mail	SPAC Filed	Options
143050436	Charter Communications Operating, LLC	Charter Communications Operating, LLC	Tommy Johnson	12405 Powerscourt Dr, St Louis, MO, 63131	314-394-9855	tommy.johnson@charter.com	2017 2018	<a href="#">More Info</a> <a href="#">History</a>

○ Routinely successful SLD funding approvals

Charter does have routinely successful SLD funding approvals. Spectrum serves over fifteen hundred schools and libraries across the United States of similar size and complexity as well as larger and more complex sites than Magnolia PS. Spectrum has installed fiber networks for hundreds of educational institutions in areas we serve, from small (2 -6 sites) to large systems (20+ sites) nationwide.

Spectrum has worked with thousands of E-rate accounts since 1998. Our experience working with schools and libraries across the nation can help you understand the E-rate program and how to get the most out of it for your organization. We will provide you with E-rate Specialists who:

- ▶ know the rules and regulations to participate in the program
- ▶ understand billing and standard discounts

● No history of suspension, debarment or frequent Selective Reviews/High Cost Reviews for E-Rate applications

To the best of Spectrum's knowledge, Spectrum has no history of suspension, debarment or frequent Selective Reviews/High Cost Reviews for E-Rate applications.

● Staff Industry Credentials: Certifications such as CCNA, HP AIS (or functional equivalent, summarized as the number of employees holding each type of certification)

Spectrum's staff has a minimum of CCNA certification

● Corporate Credentials: Applicable licenses, capabilities, and memberships such as General Contractor or Electrical licenses, bonding, BICSI membership

Spectrum's construction vendors have all applicable state licensing

<sup>2</sup> Please reference E-Rate Eligible Services List <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.



- For cabling projects in California, per the California Department of Education vendors (including contractors and subcontractors) will have to register with the Department of Industrial Relations for the purposes of labor compliance. This registration is required for any bid proposal submitted to a public agency on or after March 1, 2015

Spectrum understands.

#### **1.4 Phased Implementation**

Applicant may opt for a phased implementation strategy such that:

- Phase I: A smaller amount of service / work approximately equal to Applicant's share of cost percentage, starts July 1 (or earlier to extent allowed by program rules).
- Phase II: Balance of service / work, may not start until after favorable Funding Commitment Decision Letter [FCDL] and can be extended by a year (or two) while awaiting funding commitment.

Spectrum understands.

For *example*:

- Category 1 VoIP implementation starts on July 1 to make 2 of 20 users functional and remaining users are added after favorable FCDL
- Category 1 Internet implementation of the least bandwidth in the contract starts on July 1 and the target first year bandwidth is implemented after favorable FCDL
- Category 2 WiFi implementation starts on April 1 to make 2 of 20 planned wireless access points functional and remaining access points are installed after favorable FCDL.

If the Applicant selects a phased implementation strategy, vendor contract will need to include appropriate terms including the right to stop implementation if FCDL is unfavorable.

Spectrum understands.



## 2. TERMS AND CONDITIONS

### 2.1 Submission Deadline & Delivery Address

The deadline for submission of proposals is stipulated on the cover page of the SPECIFIC section of this solicitation, along with the submission address. ***Proposals should be valid through the close of the FY2019 application window and until all associated paperwork is completed. If your proposal takes exception to any requirements of this RFP, such exceptions must be clearly stated.***

Spectrum has taken exceptions as necessary throughout this proposal for the Customer's review.

The preferred format for narrative portions of proposals is a single file with consecutively numbered pages in MS Office or PDF format.

Spectrum understands and has complied.

***Submission of the provided RFP Signature Page is required.*** Proposals should include the executed signature page, indicating the bidding organization's firm commitment to their proposal, including pricing and schedule. If additional contractual paperwork will be requested, please include as part of your proposal. It should be filled in, signed and ready-to-countersign, should your proposal be selected for award. ***The provided Signature Page should be fully completed and executed by an authorized representative of your firm and include the date signed.***

Spectrum understands and has complied.

If Vendor's proposal is selected for award, Applicant will execute the Applicant portion of the **RFP Signature Page** to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor's contractual documentation.

Spectrum understands.

***Submission of the Pricing Form is required.*** Proposals should include the completed **Pricing Form**, as the required format facilitates comparison of proposals. If additional information is needed to clarify pricing, please include as part of your proposal narrative. The **Pricing Form** is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference.

Spectrum understands and has complied.

It is the sole responsibility of Vendors to ensure that responses arrive in a timely manner. The Applicant has the right but not the obligation to reject all late or incomplete submissions, as the Applicant determines to be in its own best interest, or to contact vendors to seek corrections (such as missing signature page or technical difficulties opening attachments). Should a correction be requested of vendor, the vendor will have a single opportunity to make the requested correction



within a specified deadline. *Only the specific item may be corrected*; a revised proposal with substantive changes is not acceptable.

Spectrum understands and has complied.

Applicant reserves the right but has no obligation to determine a short list for final negotiations and contract revisions after the submission deadline, or to accept the winning proposal as submitted on the deadline date and execute without further discussion. Applicant has the right to make zero, one or multiple, exclusive or non-exclusive awards pursuant to this RFP, with or without best and final offers or additional negotiations.

Spectrum understands.

Oral and telephone bids cannot be considered, nor can modifications of proposals by such communication be considered until written versions are provided. The completed proposal form must be without erasures or alterations unless each correction is initialed by both parties. Delivery of the proposals will be considered sufficient authorization from the Vendor to the Applicant to make a binding contract based on the scope, terms and conditions of the proposal, with this RFP and any amendments to it included intact or by reference.

Spectrum understands.

## **2.2 Costs Associated with Preparation of the Vendor's Response**

The Applicant will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

Spectrum understands.

## **2.3 Subcontractors**

All subcontractors working on Applicant's projects must meet the same standards and qualifications applicable to vendor's regular employees, including all applicable drug-free, bonding and insurance requirements.

Spectrum represents that in the event a subcontractor is utilized in the performance of this Agreement, Spectrum is solely responsible for all subcontractor work and obligations as outlined in the Agreement between the parties.

## **2.4 Interpretation, Additional Information, Corrections and Addenda**

Any interpretation, correction, clarification or change of this RFP will be made by posting an Addendum or Amendment on the same system(s) as the original RFP. Interpretations, corrections or changes to the RFP made in any other manner, such as verbally during a *walk through*, will not be binding; Vendors should not rely upon such interpretations, corrections or changes unless so posted in writing. It is the sole responsibility of the Vendor to check for all posted Addenda and Amendments throughout the time from posting of the RFP through the deadline for submission of proposals. *Questions or requests for clarification of this RFP should be sent to the email address indicated on the cover page of the SPECIFIC section of the RFP, by the deadline indicated on the*



*cover page of the SPECIFIC section of the RFP. Questions submitted after the question deadline will be ignored.* Except where explicitly stated to the contrary, Vendors should not attempt to contact Applicant personnel by any method during the bidding period; such contacts can potentially taint fair and open competitive bidding, thereby disqualifying your firm. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered amendments or clarifications that are integral to this RFP.

Spectrum understands.

**PLEASE NOTE: USAC’S E-Rate Productivity Center [EPC] portal is the definitive place to find the Applicant’s Form 470, RFP and any amendments to RFPs. It is the responsibility of the vendor to check EPC for all related documents.**

Spectrum understands.

## **2.5 Omissions**

Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation for complete and satisfactory delivery, operation, and support of all proposed products and services; nor shall such omission cause Applicant to waive any of the terms and conditions stated herein.

The Spectrum Commercial Terms of Service, which are posted to the Spectrum website at <https://enterprise.spectrum.com/legal/commercial-terms-of-service.html> (or any successor url), including Attachments and Service Order (collectively, the “Service Agreement”), which are incorporated into the Spectrum response by reference and made a part thereof, shall govern the contractual relationship between the parties and the provision of the services under the Service Agreement.

## **2.6 Implementation, Acceptance, Financing and Payment**

After written notification of contract award and before the start of work, the Vendor will later receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products and services pursuant to the contract(s) awarded as a result of this RFP. Vendors must not deliver products or start work before so advised in writing, and in no case prior to dates allowed by E-Rate program rules.<sup>3</sup>

Spectrum agrees to accept a purchase order in accordance with the terms and conditions of the final Agreement between the parties.

Applicant reserves the right to determine, on a case by case basis, whether or not implementation shall be contingent on receipt of a favorable Funding Commitment Decision Letter [FCDL] for approximately the amounts anticipated; and in the case of multi-year contracts, this right may be newly asserted for each successive year of the contract. In the event of funding at a lower level than anticipated, Applicant reserves the right to reduce the scope of work accordingly or to cancel the project entirely, at its sole discretion. Applicant also reserves the right to start service immediately upon contract award, with the understanding that services before dates allowed by E-Rate program rules would not be eligible for E-Rate discounts, to wait until dates allowed by E-





Rate program rules preceding the funding year or July 1 of the funding year, so as to ensure that all goods and services remain potentially eligible for E-Rate discounts, or to wait for FCDL, after July 1, for the strongest assurance of discounts.

Customer's Service Order will include the following E-rate Contingency:

#### E-RATE FUNDING CONTINGENCY

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the Service Charges, as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all Service Charges, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

California Teleconnect Fund Contingency. If state funding for the California Teleconnect Fund ("CTF") is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-rate discounts from the Universal Service Administrative Company ("USAC"), Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-rate and CTF rules, or (ii) withdraws its request for E-rate and/or CTF.



Applicant has the right to conduct acceptance procedures such as equipment testing or a *walk through* before payment. Applicant will strictly enforce contract quality provisions including applicable industry and/or manufacturer standards.

<sup>3</sup> See USAC/SLD “**Advance Installation**” (<http://hurricanerelief.usac.org/sl/applicants/step05/installation.aspx>).

Vendor invoices should clearly show the following: Vendor’s SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. *Invoices must not be dated prior to E-Rate allowable dates of the relevant funding year, even if Applicant authorizes early implementation of non-recurring projects.* For telecommunications services within California, SLD’s “SPI” mode of invoicing is **required** for compliance with California Teleconnect Fund **stacking**. Otherwise, choice of SPI versus “BEAR” invoicing will be at Applicant’s discretion, consistent with E-Rate program rules. ***Vendor proposal submission implies willingness to comply with invoicing provisions.***

Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC’s guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum’s new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum’s implementation timeline. Spectrum’s implementation goal is 90 to 120 days, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. The District may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will make recommendations to The District to assist with the applicable paperwork.

To the extent compliant with E-Rate, local, and state procurement rules, Applicant reserves the right to adjust or to cancel this entire project or any portion thereof, in the event of significant changes in circumstances beyond Applicant’s control, such as reduced E-Rate funding, major state K-12 budget cuts or inability to obtain required permits. Applicant will notify Vendor promptly in case of scope changes or if project must be cancelled and will file Form 500 or other applicable forms to notify the SLD in the case where scope reduction or cancellation occurs after a favorable FCDL.

Customer’s Service Order will include the following E-rate Contingency:



### **E-RATE FUNDING CONTINGENCY**

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (“E-Rate”) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (“SPI”) or Billed Entity Applicant Reimbursement (“BEAR”) discount method by May 15<sup>th</sup> prior to the applicable funding year. Customer must complete and return an “E-Rate Discount Election Form” to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum’s receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer’s request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the Service Charges, as described in this Service Order. Notwithstanding anything herein to the contrary, Customer’s obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer’s requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all Service Charges, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

In the event of significant delays, such as due to late FCDL, should the project eventually proceed, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where necessary (such as due to “product end of life” situations caused by the delay). Labor rates, where applicable, should not increase by more than is justifiable by an objective third-party measure of inflation such as the Consumer Price Index [CPI] during the period of delay.

Spectrum understands.

### **2.7 Warranties and/or Service Level Agreements**

The Vendor shall fully warrant with the manufacturer’s warranty or better all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per item basis on the RFP and detailed in the Bid Proposal. Warranty information and/or Service Level Agreement should be explicitly documented in the Vendor’s Proposal. The Vendor may also be expected to provide on-site service in addition to the manufacturer’s warranty, so please



describe this service in detail where available.<sup>4</sup> Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer and his representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is an associated Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply credits as specified by the SLA.

Spectrum's Disclaimer of Warranty; Limitation of Liability provisions are as follows:

**DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.**

- a) **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND



SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

- b) **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

## 2.8 Price Quotations

Price quotations should include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, licenses, testing, documentation, taxes, surcharges, and the provision of all labor and services necessary or proper for the completion of the work, except as otherwise expressly stated in the RFP. The Applicant shall not be liable for any costs beyond those proposed and awarded. Shipping costs should be estimated Free On Board<sup>5</sup> [FOB] the Applicant. Certain services may be eligible for E-Rate discounts as Basic Maintenance of Internal Connections.

<sup>5</sup> "Free On Board" is the point at which a seller is no longer responsible for shipping cost.



address(es) specified. Applicable taxes should also be identified and estimated (see Appendix: Example Detail of Taxes).

Please review Spectrum's Service Proposal herein for pricing, Order Term, and bandwidth information. Quoted prices exclude taxes, fees, and surcharges. Additional charges and fees may apply as set forth in Spectrum's Commercial Terms of Service.

Service providers are required to offer E-Rate Applicants their products/services at the lowest corresponding prices charged to other similarly situated customers throughout their geographic service area.

Spectrum complies with all applicable USAC rules and regulations, and will invoice the District for the Services in accordance with E-rate guidelines. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

“Budgetary” pricing is not acceptable. Provide a proposal with a quote that can be honored, or do not bid.

Spectrum understands.

In the case of Category 1 services, if applicable, it is expected that increasing bandwidth at a given site or adding additional sites would not arbitrarily extend the term of the contract and might result in improved volume pricing. In the case of Category 2 services, if applicable, contracts should allow for extension of implementation schedule for up to twenty-four (24) months in the case of delayed FCDL, with reasonable provisions for annual price adjustments as indicated herein and/or reasonable service substitutions.

Charter's proposal is for Internet (Fiber Based Internet Service).

## **2.9 Clarification of Responses**

The Applicant may at its discretion and at no fee to the Applicant, invite any Vendor to appear for questioning (live or via telepresence) during response evaluation for the purpose of clarifying statements in the response or negotiating terms.

Spectrum understands.

## **2.10 Right to Reject; Unit Pricing**

The Applicant reserves the right to accept or reject all proposals when the rejection is in the best interest of the Applicant, such as when no proposal is deemed to be cost-effective or when circumstances have changed significantly since posting of this solicitation. The Applicant further reserves the right to accept an “authorization to order” [ATO] form of contract but then never order any items against that contract.



Applicant reserves the right to award for some, all, or none of the products and services sought herein; if your bid does not allow for selection of a subset of line items or minor variations in the quantities required, please clearly indicate these limitations. If unit pricing varies as a function of volume purchased, please clearly indicate pricing tiers in your proposal.

This proposal may assume a certain minimum level of acceptance of our bid. Therefore, in the event only a portion of Spectrum's proposal is accepted, our offer may be affected, and thus, Spectrum requests to review any such partial acceptance before final acceptance.

## 2.11 Acquisition Policies and Other Applicable Regulations

Applicable regulations impose a number of duties and responsibilities on recipients of E-Rate funds and their Vendors.

Applicant obeys applicable local, state(s), and federal competitive bidding and contractual regulations including those of the Schools and Libraries Division of USAC, the Applicant's State(s) and Applicant's State(s) Department of Education regulations. Additional Applicant procurement information may be found in Section E, OTHER SPECIFICS of the **SPECIFIC INFORMATION, TERMS AND CONDITIONS**, or the following *non-exhaustive* EXAMPLES:

∞ California's Public Contract and Education Codes  
<http://www.leginfo.ca.gov/calaw.html>

FY2019 E-Rate Request for Proposals

- State of Washington K-12 Laws and Regs <http://www.k12.wa.us/RulesRegs.aspx>
- Applicant's local Archdiocese
- City Purchasing Division
- Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195 available at:  
[https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14\\_0.pdf](https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf)
- <http://spo.hawaii.gov/references/hrs/>
- <http://dhhl.hawaii.gov/>
- <http://dhhl.hawaii.gov/procurement/2014-2/ifb-14-hhl-001/>
- <http://www.chartercommission.hawaii.gov>

Not all of the above are necessarily applicable, and additional regulations may also apply. Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

Applicant intends to comply and expects Vendors to comply with all applicable local, state (including both public procurement and education codes, as applicable) and federal policies or regulations governing procurement and contracting, including the rules, regulations and guidelines of the FCC, Universal Services Administrative Company [USAC] and its Schools and Libraries Division [SLD]. ***It is the express intent of this solicitation that competitive bidding be fair and***



*open, in full compliance with all applicable guidelines, and that resulting contract awards comply with all applicable rules and regulations.*

Without limitation, Vendors *may* be obligated to comply with additional regulations, such as:

- Telecommunications Act of 1998 and subsequent FCC Reports and Orders governing the Universal Service program (including but not limited to document retention and invoicing procedures)
- Local construction codes, in the case of cabling projects<sup>6</sup>
- The Drug-Free Workplace Act, 42 U.S.C. § 702 and implementing regulations published at 15 CFR Part 29
- Lobbying restrictions
- Federal Equal Employment Opportunity and Non-Discrimination rules
- The Copeland “Anti-Kickback” Act, 18 U.S.C. 874 and 40 U.S.C. 276c

Not all of the above are necessarily applicable, and additional codes or regulations may also apply. *It is the responsibility of the Vendor to determine which codes and regulations are applicable to the services that it provides and to comply with all such regulations.* Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

Spectrum agrees to comply with all federal, state and local laws as applicable, including the rules, regulations and guidelines of the FCC, USAC and SLD.

<sup>6</sup> Per CDE, as of 3/1/2015, cabling (public works) vendors will have to register with the Department of Industrial Relations [DIR] for the purposes of labor compliance. Lookup: <https://efiling.dir.ca.gov/PWCR/Search.action>.

## **2.12 Form of Contract**

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,<sup>7</sup> annual contracts, multi-year contracts and contracts with voluntary renewals, including contracts with well-defined provisions to adjust pricing for inflation as part of the annual renewal process. Preferred contract terms per service may be noted in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP. Where appropriate, such as for multiyear Internet contracts, Applicant’s preference is for an “Authorization to Order” type of contract, with pricing per service level, enabling Applicant to place orders from time to time pursuant to the contract. For Internet services, contract terms should include tiered pricing for bandwidth upgrades for the term of the contract. Pricing proposals that take into account cumulative volume over the life of the contract are helpful. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal; contracts allowing for voluntary renewals will be considered more advantageous.

All documents associated with this solicitation and all addenda issued pursuant to this solicitation shall be incorporated either in their entirety or by reference into the final contract. This solicitation and any resulting contract(s) are intended to be fully compliant with all applicable state and local laws and purchasing regulations, as well as with the rules of the E-Rate program. If any aspect of this solicitation or any resulting contract fails to comply in any manner with all applicable





rules and regulations, it shall be amended to comply, if possible, or, if not possible, shall be considered null and void.

Spectrum has included its standard Service Agreement within this proposal. All agreed terms and conditions in this RFP shall be incorporated in the final Agreement between the parties.

Contract provisions must include the following:

- The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant's local procurement rules, Applicant's State's procurement regulations, and the E-Rate program rules
- Applicant right to:
  - (a) Not proceed with contracted products/services unless approved by Applicant Board, if required, or authorized official of Applicant, if Board approval is not required
  - (b) Not proceed with contracted products/services unless E-Rate funding is approved
  - (c) Not proceed with contracted products/services if E-Rate funding is lower than requested
  - (d) Optionally proceed with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
  - (e) Optionally proceed with 'same functionality' products as needed (service substitution).

Unless otherwise specified, Applicant prefers contract terms:

- Starting on July 1 and ending on June 30 of each funding year for recurring services
- Starting on July 1 (or earlier to extent allowed by program rules) and ending on September 30 of each funding year for Internal Connections
- That include voluntary extensions, renewable at discretion of Applicant
- That allow extension of contract expiration date as needed for Applicant convenience
- That allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services.

Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days, however, upon award, a more accurate estimate will be provided once a project team has been assigned.



Spectrum's Order Term provision is as follows:

ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

In general, Applicant prefers "discount" invoicing method and Service Provider Invoicing [SPI].

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. The District may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will make recommendations to The District to assist with the applicable paperwork.

Vendors may bid on the entire RFP or on any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B of the SPECIFIC section of this RFP in partnership with other vendor(s). However, a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above is required. For example, if *B.1 WAPs and Switches* solicits for wireless access points and switches, Vendor A bidding on wireless access points may partner with Vendor B bidding on switches, provided that together Vendor A and Vendor B propose a complete solution for *B.1 WAPs and Switches*; separately, both Vendor A's and Vendor B's bids will be disqualified. Applicant may have a scoring preference for a single vendor providing a turnkey solution; please refer to proposal evaluation criteria specified in accompanying document(s). **Within each of the numbered groups of PRODUCTS AND SERVICES SOUGHT in section B of the SPECIFIC section of this RFP, Applicant requires bids on the entire group, to facilitate "apples to apples" comparison of proposals.**

Spectrum is bidding Internet Access Service only.

Internal Connections contract periods should expire on September 30, consistent with the E-Rate service delivery deadline for non-recurring services, and allow for delivery extensions as needed consistent with E-Rate program rules.

Spectrum is bidding Internet Access Service only.



### 2.13 Shipping/Delivery

Where applicable, proposals should itemize costs for mileage charges, equipment rental charges, taxes and shipping. Shipping costs should be estimated FOB the physical address where products or services will be delivered. Documenting the rationale for any mileage-related charges (such as distance from Vendor's nearest Central Office [CO]) is helpful in case the service locations might change during the funding year.

Spectrum understands.

### 2.14 Vendor Qualifications

Due to technical complexity, application risk and potential liability, and to protect the Applicant's and the SLD's shared investment in infrastructure and services, Applicant expects the following industry standard certifications or evidence of equivalent qualifications *as appropriate to the products and services offered*. Failure to meet the following *required vendor qualifications* will justify disqualifying a proposal without further scoring:

- Vendor must retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic reviews of the vendor's processes and forms and assist the Applicant with Beneficiary Audits and ensuring the vendor is in full compliance with SLD/USAC and FCC requirements

Spectrum serves over fifteen hundred schools and libraries across the United States of similar size and complexity as well as larger and more complex sites than District's. Spectrum has installed fiber networks for hundreds of educational institutions in areas we serve, from small (2 -6 sites) to large systems (20+ sites) nationwide.

Spectrum has worked with thousands of E-rate accounts since 1998. Our experience working with schools and libraries across the nation can help you understand the E-rate program and how to get the most out of it for your organization. We will provide you with E-rate Specialists who:

- ▶ know the rules and regulations to participate in the program
  - ▶ understand billing and standard discounts
- Vendor must have received or document that they are in the process of obtaining a valid SLD Service Provider Identification Number [SPIN]

Charter Communications Operating, LLC SPIN is 143050436.

- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program

Spectrum understands.



- Vendor must have received or document that they are in the process of obtaining a valid FCC Registration Number

Charter Communications Operating, LLC FRN is 0002526580.

- Vendors proposing telecommunications services must be eligible telecommunications providers (“common carriers” filing Form 499) as defined by SLD or must show that an *exception* applies to their offering

Spectrum files the 499 form quarterly and annually for all of our SPINs except Charter Communications Operating, LLC.

- Vendor should have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD

Please see SPAC provided herein.

- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment. (For example, if Cisco or equivalent functionality equipment is being recommended, provider should document appropriate Cisco or equivalent certifications and/or partner status.)

Spectrum is bidding on service only.

- Vendor must maintain a Drug Free Workplace

Spectrum understands.

- All technicians/installers working at Applicant location must be bonded, or Vendor must carry appropriate amounts and types of insurance. In any event, Applicant shall be held harmless for any claims occurring during performance of this work. During proposal evaluation, depending on the specific products and services sought and the scoring factors, Applicant may also take into consideration one or more of the following evidences of *preferred vendor qualifications* and personnel certifications. Qualifications listed below are *illustrative* of appropriate qualifications for common E-Rate K-12 technology projects; this list is not intended to be comprehensive, nor are all qualifications listed applicable to all projects:

Spectrum understands and will comply.

- Proposal should provide evidence, if available, of experience successfully implementing comparably sized, approved E-Rate projects (preferred) or comparable K-12 projects if E-Rate experience is not available.

Please see Spectrum’s references as stated within this proposal.



- Proposal should provide evidence of successful performance in the installation and configuration of the proposed brands of switches, routers, caching solutions, and similar equipment within the K-12 marketplace during the last 3-5 years.

Spectrum understands.

- Project staffing should include RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects.

Spectrum understands and has complied.

- Project staffing should include manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent functionality equipment should provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings should provide an RCDD to field supervise any installation work on this project.)

Spectrum understands and has complied.

- Proposal should provide a list of references including from 3 to 10 existing K-12 E-Rate customers and the nature of the products or services delivered, with contact information.

Please see list of references provided herein.

### **2.15 Variations, Exceptions and Waivers of Qualifications**

All variations from any of the above qualifications or other specifications of this RFP should be clearly noted and explained in the proposal. Nontrivial variations from the *required vendor qualifications* listed above can result in bid disqualification. When not disqualifying, shortcomings in *preferred vendor qualifications* could affect scoring on secondary factors. Applicant shall have the right but not the obligation to consider reasonable requests for minor waivers from these requirements, if Applicant in its sole discretion determines this to be in its own best interest. For example, a requirement might be waived where a certification is pending and no other fully compliant bid has been received by the deadline.

Spectrum has taken exceptions as necessary throughout this proposal for the Customer's review and consideration.

### **2.16 Disclaimer Regarding Brand Names -- Equivalent Functionality**

In various parts of this RFP, including any attachments and amendments, references may have been made to particular brands of products and services, typically in the context of providing information about the Applicant's existing infrastructure. The Applicant strongly believes in open and fair competitive bidding, compliant with E-Rate rules as well as applicable state and local rules. There is neither any brand preference nor any intent to imply a bias toward any particular brand. Such references are purely intended to help convey functional or configuration information about the products and services in use. For each such reference, the phrase "compatible with" or



the phrase "or equivalent functionality," if not explicitly stated, is hereby included by reference, as appropriate to the context. Applicant seeks the most cost-effective solutions consistent with the RFP requirements and E-Rate program rules.

Spectrum understands.

### **2.17 Vendor Conference call**

*If a Vendor Conference Call will be held, details will be specified in accompanying documents.*

### **2.18 Vendor Walk Through**

*If a Vendor Walk Through will be held, details will be specified in accompanying documents.*

### **2.19 Additional Requirements**

#### 2.19.1. INSURANCE

For on-site projects, the Vendor further agrees to obtain and maintain in full force and effect a policy of public liability insurance (both bodily injury and property damage coverage), during the term of this contract and for 60 days following, naming the Applicant and its officials and employees as additional insureds on such policy and providing single limits coverage (for bodily injury and property damage) of at least \$1,000,000 for such additional insureds under the policy. Such insurance shall afford coverage for any occurrence arising out of or connected in any way with the work performed or to be performed pursuant to this contract. It is further agreed that the Vendor will pay the Applicant the costs, expenses, and attorneys' fees incidental to the enforcement of this provision of this contract.

Vendor shall maintain, at all times during the term of the Agreement, Workman's Compensation Insurance, including Occupational Diseases, with Statutory Limits as provided by the laws of the State where work is done and Employer's Liability Insurance not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for all of its employees. Vendor shall be solely responsible for accounting for, reporting and paying all costs in connection therewith.

Certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

Please see the attached Certificate of insurance contained herein.

#### 2.19.2. COMPLIANCE WITH LAWS

Vendor shall at all times throughout the term of this Agreement and any extensions thereof, observe and comply with, and ensure that all services, vehicles, labor, material and personnel comply with each and every law, rule, regulation, and statute of the federal government, State government, and each local municipality in which the contract will be performed. The following laws must be complied with, but are identified for reference only, and in no way is this list all-inclusive:



- a) The State Human Rights Act
- b) Equal Opportunity Act
- c) The Prevailing Wage Act
- d) The Fair Labor Standards Act
- e) The State School Code
- f) The State Motor Vehicle Code
- g) The State Use Tax Act
- h) The Occupational Safety and Health Act and the standards and regulations issued thereunder
- i) The Public Construction Bond Act
- j) The Consumer Product Safety Act

Spectrum agrees to comply with all federal, state, and local laws as applicable.

Vendor, in performing this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or any additional reason prohibited by law, or otherwise commit any unfair employment practices.

Spectrum understands.

### 2.19.3 REPRESENTATIONS OF VENDOR

Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:

- a) Vendor has the necessary equipment and personnel or has documented financial ability and means to acquire the same sufficient to adequately and properly perform this Agreement in accordance with the Request for Proposals and applicable laws.

Spectrum represents that the above statement is accurate.

- b) Vendor represents and covenants that no official, employee or agent of Applicant (1) has been employed or retained to solicit or aid in the procuring of this Agreement; and (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to Applicant.

Spectrum represents that the above statement is accurate.

- c) Vendor certifies that the Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and that the Vendor acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Applicant's facility(ies) or any other governmental or elected official, nor has Vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such an admission.

Spectrum represents that the above statement is accurate.



d) Vendor certifies that all of its employees/subcontractors who will be present on school premises when students are present have successfully passed, pursuant to local school code, a criminal background and investigation check, and have tested negative for TB within the past three years.

Spectrum performs criminal background checks for each new employee that performs work at customer sites. Spectrum confirms that none of the Spectrum employees that will perform work for Customer was found to be a registered sex offender at the time of hire.

e) Vendor confirms pricing meets Lowest Corresponding Price requirement of the E-Rate Program.

Spectrum complies with all applicable USAC rules and regulations, and will invoice the District for the Services in accordance with E-rate guidelines. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

f) Vendor acknowledges and understands that Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor.

Spectrum understands.

#### 2.19.4. SALES TAX EXEMPTION

*If the Applicant is a local government entity and sales to the Applicant are exempt from Tax, Vendor will complete the paperwork required to enable the project to receive these tax exemptions.*

Please review Charter's standard Tax Policy:

Taxes, Surcharges, and Fees. Customer shall pay any sales, use, property, excise, or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. A copy of Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. Charter reserves the right from time-to-time to change the surcharges for Services under this Agreement to reflect the charge or payment obligations imposed on Charter which Charter is permitted or required under applicable law to pass through to Customer (e.g., Universal Service Fund ("USF") charges, franchise fees, etc.).





### 2.19.5 ITEM 21 ATTACHMENT

If selected for award, Vendor will promptly provide the completed Item 21 Attachment in *SLD standard template format* ready for upload to the Form 471 application, with: proper SPIN; properly categorized description of products/services; quantities; itemized taxes, fees, surcharges, shipping; ineligible costs clearly isolated. Obtain Item 21 Attachment template from SLD website, once Form 471 is available. Item 21 details must match the proposal to the penny; any discrepancy will be resolved in the favor of the Applicant.

Spectrum understands.

### **Appendix: Example Detail of Taxes<sup>8</sup>**

The Applicant seeks the **total** cost. Where applicable, please provide details of relevant taxes, fees and surcharges, clearly noting E-Rate eligibility of each. The following California-specific taxes et cetera provides an example of the detail expected in the Vendor proposal.

The eligible California phone service taxes and fees include (see <http://www.cpuc.ca.gov/PUC/Telco/Consumer+Information/surcharges.htm>):

- CA Public Utility Commission Fee
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

*In addition, some cities levy:*

- *Communications Services Tax*

For wireless phone service in California, some vendors supply the following information:

- Regulatory Cost Recovery Charge
- Federal Universal Service Fund
- Other AT&T Surcharges

In addition, some vendors collect the following state-mandated fees. These are small, fixed charges, which are not directly convertible into constant percentages:

- Carrier Line Charge
- Universal Connectivity Charge
- State Regulatory Fee

<sup>8</sup> This is an example; vendors should provide similar details for Applicant local and state areas.

Please review Spectrum's Service Proposal herein for pricing, Order Term, and bandwidth information. The quoted MRC and NRC exclude taxes, fees, and surcharges. Additional Service Charges will be invoiced as set forth in Spectrum's Commercial Terms of Service. For information regarding possible taxes, fees and surcharges, information can be found here: <https://www.spectrum.net/support/manage-account/understanding-your-bill-taxes-and-fees>



LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

<b>AGENCY</b> One Federal Street Boston, MA 02110 USA	<b>NAMED INSURED</b> Charter Communications, Inc. 400 Atlantic Street Stamford, CT 06901
<b>EFFECTIVE DATE:</b> 01/01/2019	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25    **FORM TITLE:** Certificate of Liability Insurance

Certificate Reference: 292764

City of New York, , its officials and employees are added as Additional Insured to the Commercial General Liability policy but only with respects to the requirements of the written contract or agreement with the Named Insured. Additional Insured status becomes effective once the written contract or agreement is fully executed.

This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

#### WORKERS COMPENSATION POLICY INFORMATION

Insurer	Policy Number	Effective Date	Expiration Date
E	WC 12716987 (NY)	1/1/2019	1/1/2020
B	WC 14122396 (MA,ND,WA,WI,WY)	1/1/2019	1/1/2020
F	WC 14122397 (AZ, IL,KY,NC,NH,NJ,PA,UT,VA,VT)	1/1/2019	1/1/2020
B	WC 14122398 (CA)	1/1/2019	1/1/2020
B	WC 14122399 (AOS)	1/1/2019	1/1/2020
G	WC 14122400 (FL)	1/1/2019	1/1/2020

Insurer G: Illinois National Insurance Company

Charter Communications, Inc. branded Spectrum, Spectrum Business and Spectrum Enterprise and their

- Subsidiaries, associated, affiliated and inter-related companies;
- Controlled or majority (more than 50%) owned partnerships, limited liability companies;
- Interest only in (or its subsidiaries' interest in) any other partnerships or joint ventures or limited liability companies;
- Interest in (or its subsidiaries' interest in) any company or organization coming under its active management or control;
- Any entity or party required to be insured under any contract or agreement which may now exist, may have previously existed, or may hereafter be created or acquired.

Bresnan Broadband Holdings, LLC, Bresnan Broadband of Colorado, LLC, Bresnan Broadband of Montana, LLC, Bresnan Broadband of Utah, LLC, Bresnan Broadband of Wyoming, LLC, Bresnan Communications, LLC, Bresnan Digital Services, LLC, Bresnan Microwave of Montana, LLC, Bright House Networks Information Services (Alabama), LLC, Bright House Networks Information Services (California), LLC, Bright House Networks Information Services (Florida), LLC, Bright House Networks Information Services (Indiana), LLC, Bright House Networks Information Services (Michigan), LLC, Bright House Networks, LLC, Cable Equities Colorado, LLC, CC Systems, LLC, CC VIII Fiberlink, LLC, CC VIII Operating, LLC, CCO SoCal I, LLC, CCO SoCal II, LLC, Charter Advanced Services (AL), LLC, Charter Advanced Services (CA), LLC, Charter Advanced Services (CO), LLC, Charter Advanced Services (CT), LLC, Charter Advanced Services (GA), LLC, Charter Advanced Services (IL), LLC, Charter Advanced Services (IA), LLC, Charter Advanced Services (MA), LLC, Charter Advanced Services (MD), LLC, Charter Advanced Services (MI), LLC, Charter Advanced Services (MN), LLC, Charter Advanced Services (MO), LLC, Charter Advanced Services (MS), LLC, Charter Advanced Services (MT), LLC, Charter Advanced Services (NC), LLC, Charter Advanced Services (NE), LLC, Charter Advanced Services (NH), LLC, Charter Advanced Services (NV), LLC, Charter Advanced Services (NY), LLC, Charter Advanced Services (OR), LLC, Charter Advanced Services (SC), LLC, Charter Advanced Services (TN), LLC, Charter Advanced Services (TX), LLC, Charter Advanced Services (UT), LLC, Charter Advanced Services (VA), LLC, Charter Advanced Services (VT), LLC, Charter Advanced Services (WA), LLC, Charter Advanced Services (WI), LLC, Charter Advanced Services (WY), LLC, Charter Advanced Services VIII (MI), LLC, Charter Advanced Services VIII (MN), LLC, Charter Advanced Services VIII (WI), LLC, Charter Cable Partners, LLC, Charter Communications Entertainment I, LLC, Charter Communications Entertainment II, LLC, Charter Communications Entertainment VII, LLC, Charter Communications Operating, LLC, Charter Communications Properties LLC, Charter Communications VI, L.L.C., Charter Communications, LLC, Charter Fiberlink - Alabama, LLC, Charter Fiberlink - Georgia, LLC, Charter Fiberlink - Illinois, LLC, Charter Fiberlink - Maryland II, LLC, Charter Fiberlink - Michigan, LLC, Charter Fiberlink - Missouri, LLC, Charter Fiberlink - Nebraska, LLC, Charter Fiberlink - Pennsylvania, LLC, Charter Fiberlink - Tennessee, LLC, Charter Fiberlink AR-CCVII, LLC, Charter Fiberlink CA-CCO, LLC, Charter Fiberlink CC VIII, LLC, Charter Fiberlink CO, LLC, Charter Fiberlink CT-CCO, LLC, Charter Fiberlink LA-CCO, LLC, Charter Fiberlink MA-CCO, LLC, Charter Fiberlink MS-CCVI, LLC, Charter Fiberlink NC-CCO, LLC, Charter Fiberlink NH-CCO, LLC, Charter Fiberlink NV-CCVII, LLC, Charter Fiberlink NY-CCO, LLC, Charter Fiberlink OH-CCO, LLC, Charter Fiberlink OR-CCVII, LLC, Charter Fiberlink SC-CCO, LLC, Charter Fiberlink TX-CCO, LLC, Charter Fiberlink VA-CCO, LLC, Charter Fiberlink VT-CCO, LLC, Charter Fiberlink WA-CCVII, LLC, Charter Video Electronics, LLC, DukeNet Communications, LLC, Falcon Cable Media, a California Limited Partnership, Falcon Cable Systems Company II, L.P., Falcon Cablevision, a California Limited Partnership, Falcon Community Cable, L.P., Falcon Community Ventures I Limited Partnership, Falcon First Cable of the Southeast, LLC, Falcon Telecable, a California Limited Partnership, Falcon Video Communications, L.P., Hometown T.V., LLC, HPI Acquisition Co. LLC, Insight Communications Midwest, LLC, Insight Communications of Central Ohio, LLC, Insight Kentucky Partners II, L.P., Interlink Communications Partners, LLC, Long Beach LLC, Marcus Cable Associates, L.L.C., Marcus Cable of Alabama, L.L.C., Midwest Cable Communications, LLC, Navisite LLC, Oceanic Time Warner Cable LLC, Renaissance Media LLC, Rifkin Acquisition Partners, LLC, Robin Media Group, LLC, Scottsboro TV Cable, LLC, Spectrum Gulf Coast, LLC, Spectrum Mid-America, LLC, Spectrum Pacific West, LLC, Spectrum Security, LLC, Spectrum Southeast, LLC, The Helicon Group, L.P., Time Warner Cable Enterprises LLC, Time Warner Cable Information Services (Alabama), LLC, Time Warner Cable Information Services (Arizona), LLC, Time Warner Cable Information Services (California), LLC, Time Warner Cable Information Services (Colorado), LLC, Time Warner Cable Information Services (Hawaii), LLC, Time Warner Cable Information Services (Idaho), LLC, Time Warner Cable Information Services (Illinois), LLC, Time Warner Cable Information Services (Indiana), LLC, Time Warner Cable Information Services (Kansas), LLC, Time Warner Cable Information Services (Kentucky), LLC, Time Warner Cable Information Services (Maine), LLC, Time Warner Cable Information Services (Massachusetts), LLC, Time Warner Cable Information Services (Michigan), LLC, Time Warner Cable Information Services (Missouri), LLC, Time Warner Cable Information Services (Nebraska), LLC, Time Warner Cable Information Services (New Hampshire), LLC, Time Warner Cable Information Services (New Jersey), LLC, Time Warner Cable Information Services (New Mexico), LLC, Time Warner Cable Information Services (New York), LLC, Time Warner Cable Information Services (North Carolina), LLC, Time Warner Cable Information Services (Ohio), LLC, Time Warner Cable Information Services (Pennsylvania), LLC, Time Warner Cable Information Services (South Carolina), LLC, Time Warner Cable Information Services (Tennessee), LLC, Time Warner Cable Information Services (Texas), LLC, Time Warner Cable Information Services (Virginia), LLC, Time Warner Cable Information Services (Washington), LLC, Time Warner Cable Information Services (West Virginia), LLC, Time Warner Cable Information Services (Wisconsin), LLC, Time Warner Cable Internet LLC, Time Warner Cable Media LLC, Time Warner Cable New York City LLC, Time Warner Cable Northeast LLC, Time Warner Cable Sports LLC, TWC Administration LLC, TWC Digital Phone LLC, TWC Digital Phone LLC, TWC News and Local Programming LLC, TWC Regional Sports Network I LLC

...and any corporation or other business organization other than a joint venture in which the Named Insured shown in the declarations has or acquires during the policy period an ownership of more than 50% and which is domiciled within the United States of America, its territories or possessions, Puerto Rico or Canada.

POLICY NUMBER: GL 362-99-06

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU YOU HAVE ENTERED INTO.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This endorsement, effective 12:01 A.M. 1/1/2019, forms a part of Policy No. 3629906 issued to Charter Communications, Inc. by Commerce & Industry Insurance Company

## **ADDITIONAL INSURED - PRIMARY INSURANCE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Section IV, Commercial General Liability Conditions, paragraph 4, Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and non-contributory insurance.

# Spectrum Enterprise Ethernet Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Ethernet fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured end to end (i.e. from any two applicable Customer’s edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

## I. SLA Targets for Ethernet Services:

Spectrum Enterprise Ethernet Services SLAs				
Performance Tier	On-Net			Off-Net
	Metro	Regional	National	
Miles	0 - 155	156 - 746	> 746	N/A
Kilometers	0 - 250	251 - 1200	> 1200	N/A
Latency	< 10ms	< 25ms	< 125ms	< 125ms
Jitter	< 2ms	< 4ms	< 8ms	< 8ms
Frame Loss	< 0.01%	< 0.01%	< 0.01%	< 0.01%
Availability	> 99.99%	> 99.99%	> 99.99%	> 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.

“On-Net” includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network. .

“Off-Net” includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.

## II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer’s A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected , and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> <li>Service Disruption resulting in a total loss of Service; or</li> <li>Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").</li> </ul>
Priority 2	<ul style="list-style-type: none"> <li>Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.</li> </ul>
Priority 3	<ul style="list-style-type: none"> <li>A service problem that does not impact the Service; or</li> <li>A single non-circuit specific quality of Service inquiry.</li> </ul>

### III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

### IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

<p><b>Cumulative length of time to restore Priority 1 Outage(s) per Service</b></p> <hr/> <p><b>Total number of Priority 1 Outage trouble tickets per Service</b></p>
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### V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a

consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

<b>Latency / Frame Delay=</b>	<b>Sum of the roundtrip delay measurements for a Service</b>
	<b>-----</b> <b>Total # of measurements for a Service</b>

**VI. Packet Loss / Frame Loss Ratio**

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

<b>Packet Loss / Frame Loss (%) = 100 (%) - Frames Received</b>
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**VII. Jitter / Frame Delay Variation**

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

<b>Jitter / Frame Delay Variation =</b>	<b>Sum of the Frame Delay Variation measurements for a Service</b>
	<b>-----</b> <b>Total # of measurements for a Service</b>

**VIII. Network Maintenance**

**Maintenance Notice:**

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

**Maintenance Windows:**

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

**IX. Remedies Service Credit:**



If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss /Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

#### **Chronic Priority 1 Outages:**

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

## COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto (“Attachment(s)”), and all, and other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum’s services (each a “Service” or collectively the “Services”) and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a “Party” or collectively as the “Parties.” Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

### GENERAL

1. **SERVICE AGREEMENT TERM.** The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum’s commencement of performance (the “Effective Date”). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the “Term”).
2. **SERVICES.** Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. Upon Spectrum’s acceptance of a Service Order, as indicated either by: (a) Spectrum’s written acceptance, (b) by Spectrum’s delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order (“Service Location(s)”).
3. **ORDER TERM.** The “Initial Order Term” is the time period starting on the date the Services are functional in all material respects and available for use (the “Billing Start Date”), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a “Renewal Order Term”, collectively with the Initial Order Term, the “Order Term”), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.
4. **AVAILABILITY OF FACILITIES.** Customer understands that certain Services may not be available in all Spectrum service areas and Spectrum may decline to provide any requested Services. Spectrum’s ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum’s control.
5. **SERVICE LOCATION ACCESS AND INSTALLATION.**
  - (a) **Access.** Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment (“Spectrum Equipment”) used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum’s reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer’s request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.
  - (b) **Installation Review.** Spectrum may perform an installation review of each Service Location prior to installation of the Services to determine serviceability or the need to extend Spectrum’s facilities, fiber optic cable, electronics, or other equipment (collectively, the “Network”) to provide the Services at the Service Location. If during the installation review, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.
  - (c) **Site Preparation.** Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer’s equipment, furniture and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of Spectrum Equipment at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer’s provision of space, power, or access as described herein, or otherwise in connection with Customer’s performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services (“End User”) shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Service that is otherwise available for Customer’s use.

- (d) **Installation.** Spectrum will schedule one or more installation visits with Customer. At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum not being able to obtain access to equipment at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

## 6. EQUIPMENT.

- (a) **Equipment Responsibilities and Safeguards.** Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.
- (b) **Customer Security Responsibilities.** Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.
- (c) **Equipment Return, Retrieval, Repair and Replacement.** Immediately upon termination of this Service Agreement or Service Order(s) ("Termination"): (i) at the discretion of Spectrum, Customer shall return, or allow Spectrum to retrieve, the Spectrum Equipment in the condition in which the Spectrum Equipment was received, subject to ordinary wear and tear; and (ii) promptly cease all use of and return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software"). Failure of Customer to return or allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated will result in a charge to Customer's account equal to either Spectrum's applicable unreturned equipment charge or the retail cost of replacement of the unreturned Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or

workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of Spectrum Equipment.

- 7. STANDARD PAYMENT TERMS.** Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "Service Charges").
- (a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.
- (b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, property, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.
- To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.
- (c) Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
- (d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum's Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.
- (e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a

reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

- (f) **Credit Verification.** Spectrum shall have the right to verify Customer's credit standing at any time. Additionally, Spectrum may at any time require Customer to make a deposit and/or advance payment. The deposit requested will be in cash, the equivalent of cash, or a bank, credit card or account debit authorization and does not relieve Customer of the responsibility for the prompt payment of invoices when due. Spectrum may deduct amounts from the deposit, bill any bank or credit card provided, or utilize any other means of payment available to Spectrum, for past due amounts.
- (g) **Bundled Pricing.** If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("**Bundle**"), then the following conditions shall apply:
- i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
  - ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.
- 8. ADMINISTRATIVE WEB SITE.** Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer's use of the Services (each an "**Administrative Web Site**"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.
- 9. SUPPORT.** Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware or software for the use of Spectrum Service or third-party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7(d).

## 10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

- (a) **Representations.** Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.
- (b) **No Reselling.** Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.
- (c) **No Illegal Purpose or Unauthorized Access.** Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.
- (d) **No Interference.** Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes or other Services. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

- (e) **Applicable Laws.** With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.
- (f) **Acceptable Use.** As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.
- 11. PERFORMANCE.** Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.
- 12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS.** Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.
- 13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.**
- (a) **Default.** A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any of all of the applicable Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").
- (b) **Mutual Termination Rights.** Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange; or (iii) after entering into such Service Order, Spectrum learns that the costs to deliver the Services to the Service Location shall require a material increase in the Service Charges and Customer does not agree to pay such additional Service Charges by executing a revised Service Order.
- (c) **Termination for Convenience by Customer.** Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.
- (d) **Spectrum's Right to Suspend.** Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.
- (e) **Termination Charges.** Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.
- (f) **Survival.** The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.
- 14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.**
- (a) **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT. EXCEPT AS SPECIFICALLY SET

FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

- (b) **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

15. **INDEMNIFICATION.** Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- (a) Customer's use or misuse of the Service,
- (b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
- (c) personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.

Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

16. **COMPLIANCE WITH LAWS.** As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement. Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance or removal of the Services, facilities or equipment.

- 17. REGULATORY CHANGES.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs, rate schedules, or price guides with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff, rate schedule, or price guide shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.
- 18. ARBITRATION.** This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.
- (a) A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.
- (b) EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds \$75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the Borough of Manhattan, City of New York.
- (c) CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.
- (d) Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.
- (e) EXCLUSIONS. CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:



- i. ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

## 19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

- (a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.
- (b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.
- (c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

**20. PRIVACY.** Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at <http://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

**21. NOTICES.** Any notices or consents to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Spectrum:  
 Charter Communications Operating, LLC  
 ATTN: Commercial Contracts Management  
 Corporate - Legal Operations  
 12405 Powerscourt Drive  
 St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

## 22. MISCELLANEOUS.

- (a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This

Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Spectrum may change or modify the Terms of Service at any time by posting revised Terms of Service to the Spectrum website at <https://enterprise.spectrum.com/> or such other URL as Spectrum may specify from time to time (the "Spectrum Website"). The revisions to the Terms of Service are effective upon posting to the Spectrum Website. Customer may receive notice of any revisions to the Terms of Service by email or in the next applicable invoice. Customer shall have thirty (30) calendar days from the date of the notice to provide Spectrum with written notice that the revisions to the Terms of Service materially and adversely affect Customer's use of the Services. If after notice Spectrum is able to verify such material adverse effect, but is unable to reasonably mitigate the impact on such Services, then Customer may terminate the impacted Services and Service Order(s) without further obligation to Spectrum beyond the termination date, including Termination Charges, if any, as its sole and exclusive remedy. Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs and price guides, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.

- (b) Signatures: Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.
- (c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control. To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.
- (d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.
- (e) Severability. If any term, covenant, condition or portion of this Service Agreement shall, to any extent, is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.
- (f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.
- (g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of New York shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party

hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

- (i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.
- (j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

## Attachment A

### Spectrum Business TV and Enterprise TV Service (collectively, “TV Service”)

**Spectrum Business TV Service:** Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer’s use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, “Premium Services”).

**Spectrum Enterprise TV Service:** Spectrum Enterprise shall provide the customized multi-channel video programming service (“Enterprise TV Service”) to Customer’s Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. Music Programming. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer’s transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.
2. Spectrum Equipment. Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals (“Connections”) or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer’s failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.
3. Provision of Service. Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.
4. Restrictions. Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum’s prior written consent.
5. Service Inspection. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, verify the estimated viewing occupancy, or . If any Spectrum inspection reveals that Customer’s usage of the TV Service exceeds Customer’s rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum’s right to

consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service .

6. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.
7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

Customer's use of the Enterprise TV Service is subject to the following additional terms and conditions:

8. End User Support. Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.
9. Set Back Box. Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:
  - A. Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
  - B. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.
10. SpectrumU Service. SpectrumU is an online video service accessible via an Internet browser or through a mobile device application (the "SpectrumU TV App") that permits authorized users to stream video content over-the-top while connected to Customer's Wi-Fi network (the "SpectrumU Service").
  - A. Customer is not required to purchase Internet or Wi-Fi service from Spectrum in order to purchase or use the SpectrumU Service. Many factors affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality of the Internet and Wi-Fi service provided by Customer, events impacting the Customer's Wi-Fi network such as network service attacks, and the authorized user's device.
  - B. Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms when downloading the SpectrumU TV App.
  - C. Spectrum may require that authorized users update the SpectrumU TV App from time-to-time in order to continue to use the SpectrumU Service via the SpectrumU TV App.

## Attachment B Spectrum Business Voice Service, PRI/SIP Trunking Service (collectively "Voice Services")

### Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and Unified Communications (collectively, "Hosted Communications Services")

#### DESCRIPTION OF SERVICES:

##### **Voice Services:**

**Spectrum Business Voice Service:** If Customer selects to receive Spectrum Business Voice Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully in the applicable Service Order and price guide.

**SIP Trunking Service:** If Customer selects to receive the SIP Trunking Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol ("SIP") connection to the Customer's private branch exchange (including any non-Spectrum switch, collectively, "PBX") or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

**PRI Service:** If Customer selects to receive PRI Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface ("PRI") connection to Customer's PBX or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

##### **Spectrum Hosted Communications Services:**

**Spectrum Hosted Voice Service:** If Customer selects to receive Hosted Voice Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

**Spectrum Hosted Voice for Hospitality Service:** If Customer selects to receive Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully in the applicable Service Order.

**Spectrum Hosted Call Center:** If Customer selects to receive Spectrum Hosted Call Center Service, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully in the applicable Service Order.

**Unified Communications Service:** If Customer selects to receive Unified Communications Service features that are added onto a Spectrum Hosted Communications Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service, as described more fully in the applicable Service Order. Unified Communications Services are available in personal computer and mobile phone or tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service. Changes made to either the features, functionalities, or capabilities, or to the application user interface formats shall be in Spectrum's sole discretion.

#### COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

Customer's use of the Voice Services and Hosted Communications Services (collectively, "Communications Service") is subject to the following additional terms and conditions:

##### 1. Availability of Facilities and Service Modifications:

- a. Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer's expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.
- b. Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture

or as part of any outsourcing activity) the Communications Services or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting for services with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, "Prohibited Use"). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Service Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle.

- c. Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at <http://enterprise.spectrum.com/> or <http://business.spectrum.com/> or in the applicable price guide at [www.spectrum.com](http://www.spectrum.com), under "Customer Disclosures." These additional Communications Services, features or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

2. Customer-Premise Equipment: Communications Services may require Customer-premise equipment. If required, Spectrum will supply such equipment for so long as Customer remains a Communications Service Customer. Depending on the Communications Service plan, there may be a monthly charge for the equipment. Upon termination of Communications Service for any reason, Customer shall return the Spectrum-supplied equipment within thirty (30) days or Customer will be charged an equipment fee equal to the fee charged by Spectrum at the time the equipment was supplied by Spectrum. An exception to this return policy is when the equipment is also supporting Internet service, in which case Customer may continue to use the equipment until such time as Internet is no longer provided or Spectrum requests a substitution of the equipment.

3. Communications Service Limitations:

- a. Unavailable Services; Call Blocking and Fraud. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum blocks access to calls with 900 and 976 area codes and to international chat lines. In addition, Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services.

- b. Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. Spectrum may supply Customer with a battery backup for use in the event of a non-network related outage. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.

- c. Security Systems. Although Spectrum will supply a connection that will allow the operation of Customer's existing security system, Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact their security system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. In addition, it is Customer's responsibility to test their system on a regular basis. Spectrum does not represent that Service is fail-safe. Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In addition, Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station, and will neither connect to such services nor provide technical support for the connection.

4. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its

transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

- a. Spectrum reserves the right (i) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).
  - b. Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).
  - c. Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.
5. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.
6. 911 Services:
- a. CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY'S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.
  - b. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.
  - c. Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Communications Service from a remote location.



- d. In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.
- e. Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.
- f. CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.
7. Custom Caller-ID (Voice Services only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a Customer Equipment solution that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse a telephone number that is active in their Spectrum account and accurately identifies the Service Location for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks. Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.
8. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments and/or lines.
9. Exclusively for Businesses: Communications Services are offered to businesses only and are not available for residential use.
10. Customer Equipment: Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations. Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.

11. CPNI: Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Communications Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Communications Service will be protected by Spectrum as described herein, in the Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain Customer-specific references, even if CPNI was used as a basis for such information.
- Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
  - Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.
  - Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.
  - Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.
12. Directory Listings: Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.

IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

13. Minute Packages: If a minutes of use ("MOU") package is exceeded, additional minutes will be charged at the standard domestic long distance rates listed at <http://enterprise.spectrum.com> (or successor URL).
14. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third-party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Spectrum Network, Customer shall remain bound by the terms of the Service Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Services, and Spectrum may change such numbers as deemed necessary.

15. Call Redirect: If a PRI Service, SIP Trunking Service, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.
16. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service, PRI Service, or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the SIP Trunking Service, PRI Service, or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit. The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.
17. Unified Communications Service Data: Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

## Attachment C

### Fiber Internet Access Service (“FIA Service”)

**Fiber Internet Access:** If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider (“ISP”) peering between Customer’s data network identified on a Service Order and Spectrum’s facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum’s FIA Service is “On-Net” if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum (“Third Party Services”). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer’s use of the FIA Service is subject to the following additional terms and conditions:

1. FIA Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.
2. Bandwidth Management. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer’s bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path, circuit or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path FIA Service includes a Path, circuit or data flow that exceeds 2 Gbps, Spectrum may limit such Path, circuit or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean managed FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. Acceptable Use Policy. Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”) found at <http://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.
4. Supplemental Managed Services. This subsection shall only apply if Customer purchases Spectrum’s supplemental “Managed Services.” The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties and may be subject to additional terms and conditions. Spectrum may update the Desktop Security Service (as described in Attachment E) from time-to-time based on manufacturer-provided updates. SPECTRUM DOES NOT WARRANT THAT THE SUPPLEMENTAL MANAGED SERVICES, INCLUDING ANY SECURITY SERVICES, WILL MEET CUSTOMER’S REQUIREMENTS, ENABLE CUSTOMER TO COMPLY WITH ANY APPLICABLE LAWS, REGULATIONS, OR THIRD PARTY REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO OR USE OF, WHETHER AUTHORIZED OR NOT, CUSTOMER’S OR ANY END USER’S EQUIPMENT OR ACCESS TO OR LOSS OF DATA, MATERIAL, OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER’S OR ANY END USER’S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL, OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM’S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

## Attachment D Ethernet Service (“Ethernet Service”)

**Ethernet Service:** Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Ethernet Services are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

Customer’s use of Ethernet Service is subject to the following additional terms and conditions:

1. Spectrum’s provision of Ethernet Services is subject to availability.
2. Spectrum shall have the right to disconnect (or demand the immediate disconnection of) any Ethernet Service that degrades any service provided to other subscribers on the Spectrum Network. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer’s bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network. If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path, circuit or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path Ethernet Service includes a Path, circuit or data flow that exceeds 2 Gbps, Spectrum may limit such Path, circuit or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean managed Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, or that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
4. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Locations at periodic intervals as needed to verify Customer’s compliance with this Service Agreement.
5. Customer’s use of Ethernet Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission’s mixed use “10% Rule” (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer’s sole responsibility to notify Spectrum if Customer’s use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer’s use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer’s certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum. In addition, if Spectrum determines that Customer’s use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum’s provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer’s use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer’s violation of the 10% Rule.

## Attachment E Spectrum Business High-Speed Internet Service (“Internet Service”)

**Spectrum Business High-Speed Internet Service<sup>1</sup>:** Internet access service implemented using a hybrid fiber/coax (“HFC”) or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer’s data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum’s sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum (“Third-Party Services”). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer’s use of the Internet Service is subject to the following additional terms and conditions:

1. Minimum Equipment Requirements. Customer shall maintain certain minimum equipment and software to receive the Internet Service (see [www.business.spectrum.com](http://www.business.spectrum.com) for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum’s sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).
2. Software. At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.
3. Internet Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.
4. Security. Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.
5. Electronic Addresses; Mailboxes. All non-vanity email addresses, email account names, and IP addresses (“Electronic Addresses”) provided by Spectrum (and not through Customer’s domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.
  - a. Mailboxes. Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum’s sole discretion.

<sup>1</sup> Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 (“Legacy Services”) until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

- b. **Mail Storage.** In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.
- c. **Cookies.** Customer may access their Spectrum email account at [www.spectrumbusiness.net](http://www.spectrumbusiness.net) or by using the Customer's software application (e.g., Outlook, Outlook Express, and Apple Mail). When accessing email at [www.spectrumbusiness.net](http://www.spectrumbusiness.net) Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.
6. **Changes of Address.** Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.
7. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at [www.business.spectrum.com](http://www.business.spectrum.com) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.
8. **Spectrum Business WiFi.** Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.
- The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.
9. **Spectrum Business WiFi Hotspot.** Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.
- a. To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.
- b. Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:
- i. The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
  - ii. To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.
  - iii. Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
  - iv. Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
  - v. All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

10. Hosting. Spectrum will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected (the "Hosting Service").
- a. Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information (collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to and Customer shall comply with applicable product use rights/end user license agreements between such third parties and Customer. Notwithstanding anything to the contrary in the Terms of Service, Spectrum (not the manufacturer) shall provide technical support for Hosting Service, except that version changes of any such software compatibility or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of third-party software, of Customer's name and any other necessary information for the limited purpose of licensing rights.
  - b. Content Liability and Use Restrictions. Spectrum exercises no control over the content of the information passing through Customer's site(s) and it is Customer's sole responsibility to ensure that Customer and Customer's End Users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Spectrum shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service. If Customer engages in any of the following prohibited activities or if Customer's use of the Hosting Service is causing an adverse impact on the Spectrum Network, Spectrum shall have the right to suspend or terminate the Hosting Services:
    - i. Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act.
    - ii. Copying or reproduction of the Hosting Software to any other server or location for further reproduction or redistribution is expressly prohibited, unless approved in writing by Spectrum.
    - iii. Hosting of unlicensed software.
    - iv. Use of software or files that contain computer viruses or files that may harm computers.
    - v. Any attempt or actual unauthorized access by Customer or through Customer Equipment to any Spectrum website or the website of any Spectrum customer.
    - vi. The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the Term of this Service Agreement and for three years thereafter.
    - vii. Any action or inaction which is harmful or potentially harmful to the Spectrum server structure.
    - viii. Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on Customer's website.
    - ix. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.
  - c. Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name. Spectrum does not guarantee that Customer will be able to register or renew a desired domain name.
  - d. Specification Limitations. Individual websites may not at any time exceed the hosting specifications for the Internet Service. If Customer's hosting account exceeds the applicable specifications or is adversely impacting Spectrum's network or server(s), Spectrum may (i) contact Customer to resolve the issues; or (ii) suspend or terminate the Hosting Service if Customer has exceeded the then-applicable specifications in any given month.
  - e. Limitation of Spectrum-provided Services. Certain services are not provided by Spectrum as part of the Hosting Service (e.g., Spectrum does not provide nor offer webpage creation, development, design or content services).
  - f. Impositions on Customer's End Users. Customer is responsible for charging and collecting from its End Users any and all applicable taxes relating to use of the Customer site hosted by Spectrum. If Customer fails to impose and/or collect any tax from its End Users then, as between Spectrum and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the Indemnified Parties harmless for any costs incurred or taxes or fees paid due to actions taken by the applicable taxing authority to collect any such tax from Spectrum due to Customer's failure to comply with this Section.
11. Desktop Security Service. Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.
12. Cloud Backup Service.
- a. Spectrum is not the manufacturer or supplier of any Cloud Backup Service software components. Customer shall be responsible for updating Cloud Backup Service from time-to-time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Spectrum from any responsibility to ensure that Cloud Backup Service remains operational.



- b. Customer understands and acknowledges that (1) it is Customer's sole responsibility to create and retain the Cloud Backup Service password that is necessary for access to any data stored via the Cloud Backup Service and (2) Spectrum has no access to and does not know nor keep any record of the password created by Customer. Failure by Customer to retain Customer's Cloud Backup Service password shall result in complete loss of accessibility to data stored via the Cloud Backup Service.

## Attachment F Managed WiFi Service (“Managed WiFi Service”)

**Managed WiFi Service:** If Customer elects to receive Managed WiFi Service, Spectrum will provide a managed WiFi solution with wireless access points (“WAPs”) deployed at the designated Service Location to enable designated users of the Customer’s choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service, or certain features, may not be available in all service areas and may change from time to time, in Spectrum’s sole discretion.

Customer’s use of the Managed WiFi Service is subject to the following additional terms and conditions:

1. WiFi Equipment. Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate and upgrade WiFi-related equipment, cables and devices on and within Customer’s premises at the Service Location(s) identified in the applicable Service Order.
2. Internet Access. Spectrum may provide Managed WiFi Service to locations that use a centralized Internet access configuration where Spectrum will not be the primary Internet access provider if Customer purchases an Internet access Service for the sole purpose of providing Spectrum Enterprise out of bandwidth management (“OOB”). This OOB service would only provide connectivity to the Managed WiFi Service equipment (switches and controllers).
3. Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the WiFi questionnaire completed by the Parties. Managed WiFi Service may provide a separate SSID for employee Internet access if specified on the WiFi questionnaire. A second WLAN will be created on the wireless network with its own VLAN assigned. The aggregation switch will be configured to hand off an Ethernet Service port to Customer. In this scenario, network functions (DHCP and NAT, for example) may be handled by Customer’s LAN. Customer will need to train and engage Customer’s staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).
4. Security Limitations. This Service does not include features such as: locked down access for the WAPs, single user name and logins for each WAP, logging, content filtering or intrusion detection systems. All Spectrum-authorized personnel and vendors will have access to log into the WAP devices on site. Spectrum is not responsible for security breaches that occur related to any SSIDs. Spectrum does not monitor the traffic on any SSIDs and Customer has the sole responsibility and obligation to monitor any traffic transmitted through use of the Managed WiFi Service to protect Customer’s and any user data. Spectrum can provide a non-broadcast SSID if specified on the WiFi questionnaire.



**From:** Ken Hagopian Ken@dsc.la  
**Subject:** Re: Magnolia  
**Date:** February 28, 2019 at 4:38 PM  
**To:** Eileen Miller emiller@learningtech.org  
**Cc:** erate.mps erate.mps@learningtech.org

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Nope. My quotes are all 100% accurate. Nothing additional.

Thank you,

Ken Hagopian  
Digital Synergy Consulting, Inc.  
[www.digitalsynergyit.com](http://www.digitalsynergyit.com)  
Office: 818.647.9900 x210  
Fax : 818.647.9901

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**From:** Eileen Miller <emiller@learningtech.org>  
**Sent:** Thursday, February 28, 2019 4:36:49 PM  
**To:** Ken Hagopian  
**Cc:** erate.mps  
**Subject:** Magnolia

Shipping cost?

Eileen Miller  
VP, E-Rate & Technology Planning  
[Learningtech.org](http://Learningtech.org) [The Miller Institute for Learning with Technology]  
**CRN: 16043681**  
650-598-0105 x252  
866-801-8667 FAX  
[emiller@learningtech.org](mailto:emiller@learningtech.org)  
[2017 Top-Rated Great Nonprofits](#)  
Please take a moment to write a short review of our work at Great Nonprofits!  
**FY2019 Application Window opens 1/16/19; closes 3/27/19**

# MAGNOLIA PUBLIC SCHOOLS

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*ATTN:* Rasul Monoshev

470-Form #: 190002072

We appreciate the opportunity to bid on your wireless initiative. It's clear that the district is committed to creating a learning environment that best supports their students. We have the knowledge and experience to put in a wireless network that works within a budget that is affordable to the school.

SPIN # 143036385 – Digital Synergy Consulting, Inc.  
FRN # 0024370165  
DIR # 1000012855  
CSLB C10 License # 1011924  
CA Business License Entity #: C2824489  
CA Small Business Certification ID: 1757859  
LA County Small Business Certification #: 1757859  
City of Los Angeles Small Business Certification # SLB – 3155

*Bidding Company:*

Digital Synergy Consulting, Inc.  
15021 Ventura Blvd #501  
Sherman Oaks, CA 91403

*Contact:*

Ken Hagopian  
818.647.9900 x210  
[ken@dsc.la](mailto:ken@dsc.la)



*Capabilities Statement:*

Digital Synergy is an IT consulting company located in Los Angeles, CA. We have implemented a number of high density multi-building and multi-floor wireless networks for both educational institutions and other enterprises. We have the experience to put in wireless networks that work, and the tools to validate the design. We are HP, Brocade, Cisco, Meraki, Aruba and Ruckus wireless partners. We also utilize specific tools such as Ekahau site survey to create a visual heat map of the floor, building or campus so the wireless network can be validated. In addition, we have other tools that assist us in seeing wireless interference in the air to help troubleshoot wireless issues.

We have spearheaded 1 to 1 initiatives for schools, and assist them in the design of their networks, wireless infrastructure, servers, and google apps.

We are a Brocade premier partner.

We have been providing network services since 2006

*Project Scope and assumptions:*

B.1 MSA -7 1 Fiber cable run as specified in RFP

12 Strand 50/125 Multimode OM3 Indoor/Outdoor Plenum Fiber Optic Installation with all required hardware.

\* We attended the walkthrough at MSA7

B.2 Equipment and optional installation of equipment as requested in RFP for MSA 1 & MSA 7

Hp/Aruba 48 Port POE+ Layer 3 switches with 4 SFP+ Ports

Ruckus R720 Access points with 5-year cloud controller license

All hardware as requested in the RFP

B.3 Basic Maintenance

We only bid on the labor requirements for the basic maintenance and not on the Palo alto firewall licenses.

Contract term – as specified by School District.

The proposal is valid and will be held firm through the close of the FY2018 application window and until all associated paperwork is completed.



## Digital Synergy Consulting Inc. Quote



From: Ken Hagopian  
Digital Synergy Consulting Inc.  
15021 Ventura Blvd. #501  
Sherman Oaks, CA 91403

(818) 647-9900  
Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev  
Magnolia Public Schools  
18355 Roscoe Boulevard  
Northridge, CA 91325  
United States

rmonoshev@magnoliapublicschools.org

Quantity	Description	Unit Price	Ext. Price
1.00	B.1 Category 2, Internal Connections – Cabling MSA-7 (Northridge) Fiber	\$0.00	\$0.00
1.00	AFL 12 Strand 50/125 Multimode OM3 Indoor/Outdoor Plenum Fiber Optic Cable - Black	\$750.00	\$750.00
1.00	Riser and penetration for fiber at both buildings	\$400.00	\$400.00
2.00	1U Rackmount Fiber Tray	\$150.00	\$300.00
4.00	1M Multimode Duplex 10 Gigabit Fiber Optic Patch Cable (50/125) OM3 - LC to LC has ceramic ferrules and a 50/125 Micron core.	\$20.00	\$80.00
2.00	6 Port (12 Strand) Loaded LC Adapter Panel	\$50.00	\$100.00
4.00	AFL LC 50/125 Multimode OM3/OM4 10Gig Laser Optimized Fiber Connector 6 Pack	\$75.00	\$300.00
1.00	Installation and termination of fiber	\$550.00	\$550.00
		<b>Subtotal:</b>	<b>\$2,480.00</b>
		<b>Sales Tax:</b>	<b>\$145.35</b>
		<b>Total:</b>	<b>\$2,625.35</b>

Thank you, We appreciate the opportunity to quote your business.  
<http://www.dsc.la>

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Digital Synergy Consulting Inc. Quote



From: Ken Hagopian  
Digital Synergy Consulting Inc.  
15021 Ventura Blvd. #501  
Sherman Oaks, CA 91403

(818) 647-9900  
Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev  
Magnolia Public Schools  
18238 Sherman Way  
Reseda, CA 91335  
United States

rmonoshev@magnoliapublicschools.org

Quantity	Description	Unit Price	Ext. Price
1.00	Note: B.2 Category 2, Internal Connections – Network Components MSA-1 (Reseda)	\$0.00	\$0.00
4.00	Aruba 2930F 48G PoE+ 4SFP+ Layer 3 Swch US en Limited lifetime warranty	\$1,848.00	\$7,392.00
16.00	Aruba J9150D Compatible 10GB SFP+ SR MMF, 850nm, 300m for Procurve	\$125.00	\$2,000.00
1.00	APC SMART-UPS 2200VA LCD RM 2U 120V US SMT2200RMUS	\$1,250.00	\$1,250.00
38.00	RUCKUS WIRELESS : ZoneFlex R720 dual-band 802.11abgn/ac(802.11ac Wave 2) Wireless Access Point with Multi-Gigabit Ethernet backhaul,4x4,4 streams,MU-MIMO, BeamFlex+ dual ports,802.3af/at PoE support 901-R720-US00	\$500.00	\$19,000.00
38.00	5yr Ruckus Cloud WiFi license for 1 AP, Special EDU	\$150.00	\$5,700.00
1.00	OPTIONAL installation of equipment listed.	\$3,500.00	\$3,500.00
		<b>Subtotal:</b>	<b>\$38,842.00</b>
		<b>Sales Tax:</b>	<b>\$2,815.99</b>
		<b>Total:</b>	<b>\$41,657.99</b>

Thank you, We appreciate the opportunity to quote your business.  
<http://www.dsc.la>

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Digital Synergy Consulting Inc. Quote



From: Ken Hagopian  
Digital Synergy Consulting Inc.  
15021 Ventura Blvd. #501  
Sherman Oaks, CA 91403

(818) 647-9900  
Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev  
Magnolia Public Schools  
18355 Roscoe Boulevard  
Northridge, CA 91325  
United States

rmonoshev@magnoliapublicschools.org

Quantity	Description	Unit Price	Ext. Price
1.00	Note: B.2 Category 2, Internal Connections – Network Components MSA-7 (Reseda)	\$0.00	\$0.00
5.00	Aruba 2930F 48G PoE+ 4SFP+ Layer 3 Swch US en Limited lifetime warranty	\$1,848.00	\$9,240.00
20.00	Aruba J9150D Compatible 10GB SFP+ SR MMF, 850nm, 300m for Procurve	\$125.00	\$2,500.00
1.00	APC SMART-UPS 2200VA LCD RM 2U 120V US SMT2200RMUS	\$1,250.00	\$1,250.00
17.00	RUCKUS WIRELESS : ZoneFlex R720 dual-band 802.11abgn/ac(802.11ac Wave 2) Wireless Access Point with Multi-Gigabit Ethernet backhaul,4x4,4 streams,MU-MIMO, BeamFlex+ dual ports,802.3af/at PoE support 901-R720-US00	\$500.00	\$8,500.00
17.00	5yr Ruckus Cloud WiFi license for 1 AP, Special EDU	\$150.00	\$2,550.00
1.00	OPTIONAL installation of equipment listed.	\$3,500.00	\$3,500.00
		<b>Subtotal:</b>	<b>\$27,540.00</b>
		<b>Sales Tax:</b>	<b>\$2,041.55</b>
		<b>Total:</b>	<b>\$29,581.55</b>

Thank you, We appreciate the opportunity to quote your business.  
<http://www.dsc.la>

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Digital Synergy Consulting Inc. Quote



From: Ken Hagopian  
 Digital Synergy Consulting Inc.  
 15021 Ventura Blvd. #501  
 Sherman Oaks, CA 91403

(818) 647-9900  
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 Reseda, CA 91335  
 United States

rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	B.3 Category 2, Basic Maintenance of Internal Connections MSA-1	\$0.00	\$0.00
80.00	Basic Maintenance of Internal Connections: 80 hours/yr	\$125.00	\$10,000.00
		<b>Subtotal:</b>	<b>\$10,000.00</b>
		<b>Sales Tax:</b>	<b>\$0.00</b>
		<b>Total:</b>	<b>\$10,000.00</b>

Thank you, We appreciate the opportunity to quote your business.  
<http://www.dsc.la>

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Digital Synergy Consulting Inc. Quote



From: Ken Hagopian  
 Digital Synergy Consulting Inc.  
 15021 Ventura Blvd. #501  
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(818) 647-9900  
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev  
 Magnolia Public Schools  
 18355 Roscoe Boulevard  
 Northridge, CA 91325  
 United States

rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	B.3 Category 2, Basic Maintenance of Internal Connections MSA-7	\$0.00	\$0.00
80.00	Basic Maintenance of Internal Connections: 80 hours/yr	\$125.00	\$10,000.00
		<b>Subtotal:</b>	<b>\$10,000.00</b>
		<b>Sales Tax:</b>	<b>\$0.00</b>
		<b>Total:</b>	<b>\$10,000.00</b>

Thank you, We appreciate the opportunity to quote your business.  
<http://www.dsc.la>

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Magnolia Public Schools**  
 FY2019 E-Rate Request for Proposals

**REQUEST FOR PROPOSALS**

**Signature Page (required)**

<b>Applicant</b>	<b>Magnolia Public Schools</b>
<b>Billed Entity Number</b>	<b>17003590</b>
<b>Establishing Form 470</b>	<b>190002072 (Nickname: mps_y22_470_c2)</b>

**For the Vendor:**

Vendor hereby promises to deliver the products and services according to the pricing and schedule described in Vendor’s submitted proposal and Pricing Form and to comply with all terms and conditions of the REQUEST FOR PROPOSALS (including both GENERAL INFORMATION, TERMS AND CONDITIONS and SPECIFIC INFORMATION, TERMS AND CONDITIONS) and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.

Signature

Ken Hagopian CEO

Digital Synergy Consulting, Inc.

Printed Name and Title

Vendor Name

2/2/19

143036385

2801778

2801882

2806875

Date

SPIN

Pricing Form Reference # (from online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B.<sup>1/2/3</sup>  
Cabling Network Components Basic Maintenance of Internal Connections

(for clarity, please provide name of section as well)

**For the Applicant:**

If Vendor’s proposal is selected for award, Applicant will execute below to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor’s additional contractual documentation. All terms and conditions of the RFP and all RFP amendments and supporting materials are included by reference.

Signature

Date

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN

*Similar Project Experience & References:*

1. **La Canada Unified School District** – Wireless network upgrade. Replaced existing and added new access points. Certified existing cabling, installed new cabling. Indoor and outdoor access points. Also performed a heatmap to validate wireless network. District wide project
  - a. Jamie Lee Lewsadder - Director of IT
  - b. (818) 486-8963 - JLewsadder@lcsd.net
2. **City of Inglewood** – City Libraries & Park Wi-Fi: Cabling and certification in all city libraries, installation of Ruckus Access points, HP Switches and SonicWALL firewall devices. Heatmaps, and testing of the entire environment. Park wireless installation.
  - a. Chris Eckhard
  - b. (310) 412-5534 - cleckhard@cityofinglewood.org
3. **Oak Park Unified School District** – District wide replacement of access points with Ruckus equipment. Assistance in configuration. Project duration Compressed time table 2 weeks.
  - a. Enoch Kwok - Director of Technology
  - b. (818) 735-3201 - ekwok@opusd.org
4. **Magnolia Science Academy Public Schools** – New school construction. IDF. MDF, cabling, fiber cabling, installed access points, projectors, security cameras, PA system.
  - a. Rasul Monoshev IT Director
  - b. (714) 892-5066 x102 - rmonoshev@magnoliapublicschools.org
5. **Sherman Indian High School – Bureau of Indian Education** – Campus wide cabling throughout 10 buildings. Network certification, Design and installation of wireless access points throughout the campus, including wireless support for outdoor gather areas. Installation and configuration of HP switches. Wireless heatmap and validation. Project compressed time frame 2 weeks.
  - a. Terry Longenecker IT Coordinator or Lorna Hoffs
  - b. (951) 276-6325 - Terry.Longenecker@BIE.EDU or Lorna.Hoffs@bie.edu
6. **Multicultural Learning Center**: Multiple Projects over multiple years – cabling site wide, replacing aging equipment with new HP switches, Ruckus wireless controller, and Ruckus access points. Create VLANS, reconfigure network, implement high density campus wide wireless network, test, validate, and train. New building construction.
  - a. Saira Salazar-Martinez
  - b. (818) 716-5783 ext. 222 - saira@mlccharter.org
7. **The Archer School For Girls**: Multiple projects over multiple years – cabling school wide, replace existing aging HP Switches with new HP switches, HP wireless controller, and HP Access points. Create VLANS as required, implement high density campus wide wireless network, test, validate, train. Multiple Project starting from 2009
  - a. John Chen - Director of Information Technology
  - b. (310) 873-7068 - johnchen@archer.org
8. **MEND (Meet each need with Dignity)**: Multiple projects over many years since 2008. Cabling site wide, replace network switches in multiple locations, implement new firewalls in multiple locations, virtualization of servers, implemented new phone system.
  - a. Scott Mikels - Chief Financial Officer
  - b. (818) 686-7353 - scott@mendpoverty.org



Digital Synergy will implement a robust, easy to manage wireless network. We will validate the design after implementation and provide training to on-site IT if required to allow the school to support the network. We will also be available as needed to support the wireless network in the future.

We look forward to providing your organization excellent service to aid in the stability and growth of your school.

We appreciate the opportunity to bid on your project.

---

Ken Hagopian  
CEO  
Digital Synergy Consulting, Inc.

Based on past experience we would recommend the following language be incorporated into any final; agreement:

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, invoicing and all other transactions associated with the project. The term of this contract shall commence on April 1, 2018 and shall terminate on September 30, 2019 for non-recurring services. This contract can be renewed for two additional 1 year terms.

The contract may be subject to the Owner receiving E-Rate funding in the form of a funding commitment decision letter in the amount requested. Prices must be held firm for the duration of the E-Rate Year 19 fiscal year ending September 30, 2019 or until all work associated with the project(s) are complete (including any SLD approved extensions) The work shall be subject to the following conditions:

- A. These services may depend on partial funding from the E-Rate program.
- B. Applicant expects Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.
- C. All contracts entered into as a result of this RFP may be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- D. The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount unless the applicant elects to proceed without receipt of a Funding Commitment Decision letter.
- E. No E-Rate billing can take place before July 1, 2018. If customer elects to take delivery after April 1, 2018 but prior to Receipt of a Funding Commitment Decision letter then customer is liable for all amounts and agrees to pay progress payments and invoice USAC via the Billed Entity Application for Reimbursement (Form 472)
- F. No installation work can take place before April 1, 2018.
- G. In the event of questions during the E-Rate audit process, vendor is expected to reply within 3 business days to questions associated with their proposal.
- H. All work is subject to the 100% approval of the project or purchase by the FCC under the E-Rate discount program of the Telecommunications Act of 1996 unless otherwise approved by applicant.
- I. The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the Owner for our records.



- J. Service Provider will be responsible for procuring the discounted amount from the SLD unless applicant elects otherwise.
- K. In addition, applicant reserves the right to fund, or partially fund (proceed with project or purchase) or not to fund regardless of E-Rate approval.
- L. It is understood that, subject to state and local law, this contract is for 3 years with 2 voluntary annual renewals (5 years)
- M. Applicant agrees to promptly file Form 486 - Receipt of Service Confirmation upon receipt of a Funding Commitment Decision Letter.
- N. The contractor will submit all pricing in the Form 471 Item 21 format found at <http://www.usac.org/sl/tools/forms/471-templates.aspx>





# Ken Hagopian

Has successfully completed the training and examination requirements under the Fluke Networks CCTT Program and is hereby recognized as a

## Copper Certified Cabling Test Technician

For Copper Certification  
with the DSX Series CableAnalyzer

A handwritten signature in black ink, appearing to read "Mike Pennacchi".

Mike Pennacchi

Network Protocol Specialists, Authorized CCTT Fluke Training Organization

Date 10.27.2015

NPS Control # C1015041US

BICSI CEC Credits 7

BICSI Event ID - OV-FLUKE-WA-0514-2



# Ken Hagopian

Has successfully completed the training and examination requirements under the Fluke Networks CCTT Program and is hereby recognized as a

## Versiv Fiber Certified Cabling Test Technician

For Loss/Length (Tier 1) & OTDR (Tier 2) Fiber Certification  
with the CertiFiber® Pro and OptiFiber® Pro

A handwritten signature in black ink, appearing to read "Mike Pennacchi".

Mike Pennacchi

Network Protocol Specialists, Authorized CCTT Fluke Training Organization



Date 5/9/2018

Control # F0518028US

BICSI CEC Credits 7

BICSI Event ID: OV-FLUKE-WA-0418-2



# United States Environmental Protection Agency

## This is to certify that



Digital Synergy Consulting, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

## In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires October 19, 2023

NAT-F193162-1

Certification #

October 05, 2018

Issued On



Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



# Red Light Display System (RLDS)



## Red Light Display System

[FCC](#) | [Fees](#) | Red Light Display System

< [FCC Site Map](#)

Logged in as FRN: Digital Synergy Consulting, Inc. (0024370165) [[Log Out](#)]

[Back](#) | [Print](#) | [Help](#)

1/30/2019 5:29 PM

### Current Status of FRN 0024370165

**STATUS: Green**

**You have no delinquent bills which would restrict you from doing business with the FCC.**

**The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 01/30/2019 at 6:35 AM; it is updated once each business day at about 7 a.m., ET.**

---

#### Customer Service

[Red Light Help](#)

[FCC Debt Collection](#)

[FCC Fees](#)

[Web Policies](#) / [Privacy Policy](#)

**Red Light Display System Help Line: (877) 480-3201, option 6; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)**

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at [arinquiries@fcc.gov](mailto:arinquiries@fcc.gov) or fax us at (202) 418-7869.



# CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 1011924

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

Data current as of 1/11/2019 2:34:02 PM

### Business Information

DIGITAL SYNERGY CONSULTING INC  
15021 VENTURA BLVD #501  
SHERMAN OAKS, CA 91403  
Business Phone Number:(818) 647-9900

**Entity** Corporation  
**Issue Date** 03/08/2016  
**Expire Date** **03/31/2020**

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

C10 - ELECTRICAL

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

**Bond Number:** 63493792

**Bond Amount:** \$15,000

**Effective Date:** 05/08/2018

Contractor's Bond History

#### Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **30009177** for ZAVEN SHIR HAGOPIAN in the amount of **\$12,500** with HUDSON INSURANCE COMPANY.

**Effective Date:** 01/21/2016

### Workers' Compensation

This license has workers compensation insurance with the HANOVER AMERICAN INSURANCE COMPANY THE

**Policy Number:**WD3D744136

**Effective Date:** 11/01/2018

**Expire Date:** 11/01/2019

Workers' Compensation History

### Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/10/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc LIC # 0726293 21820 Burbank Blvd., Suite 175 Woodland Hills CA 91367	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 818-316-0999 <b>FAX (A/C, No):</b> 818-316-0990 <b>E-MAIL ADDRESS:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> Citizens Insurance Company of America</td> <td style="text-align: center;">31534</td> </tr> <tr> <td><b>INSURER B :</b> Massachusetts Bay Insurance Company</td> <td style="text-align: center;">22306</td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Citizens Insurance Company of America	31534	<b>INSURER B :</b> Massachusetts Bay Insurance Company	22306	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A :</b> Citizens Insurance Company of America	31534														
<b>INSURER B :</b> Massachusetts Bay Insurance Company	22306														
<b>INSURER C :</b>															
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b> DIGISYN-01 Digital Synergy Consulting, Inc. 10200 Sepulveda Blvd., Suite 170 Mission Hills CA 91345															

**COVERAGES      CERTIFICATE NUMBER: 105761135      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OB3D744131	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OB3D744131	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 2,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WD3D744136	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 License#: 1011924

<b>CERTIFICATE HOLDER</b>  Contractors State License Board (CSLB) 9821 Busness Park Dnve Sacramento CA 95827	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

Reference  
**SPIN and BEAR Contact Search Results**

Guidance on determining if a company is eligible to provide telecommunications services:

Form 499 Filer column indicates "Y":

- This service provider has successfully filed a Form 499 with USAC. Telecommunications providers with a "Y" are eligible to provide Telecommunications Services and Internet service providers with a "Y" are eligible to provide Interconnected Voice over Internet Protocol (VoIP) services.

All other designations:

- Some service providers that do not have a "Y" designation are eligible to provide Telecommunications Services because they meet [certain conditions](#) and are exempt from filing a [Form 499](#) . You can [contact the Client Service Bureau](#) to determine if the company has met those conditions.

Form 499 Filer column indicates "X":

- This service provider has been researched by USAC and is **not** eligible to provide Telecommunications Services.

Form 499 Filer column indicates "Z":

- This service provider is currently being researched by USAC to determine if it is eligible to provide Telecommunications Services.

Form 499 Filer column is blank:

- This service provider has not been researched and its status is unverified.

Applicants are reminded that they should confirm this and all other information with the service provider.

Page 1 of 1  
 Results 1 - 1 of 1

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143036385	Digital Synergy Consulting Inc	Digital Synergy Consulting	Ken Hagopian	15021 Ventura Blvd #501 , Sherman Oaks, CA 91403-2442	818647-9900		2015 2016 2017 2018 2019

Questions about the SLD Program? Call our Client Service Bureau at (888) 203-8100.

©1997-2019, Universal Service Administrative Company, All Rights Reserved

## Digital Synergy Consulting, Inc. Partial Funding History

191001388	1999001184	Pending	EL CENTRO ELEM SCHOOL DISTRICT	DE ANZA MAGNET	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001193	Pending	EL CENTRO ELEM SCHOOL DISTRICT	HARDING ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001200	Pending	EL CENTRO ELEM SCHOOL DISTRICT	IMPERIAL VALLEY HOME SCHOOL ACADEMY	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001202	Pending	EL CENTRO ELEM SCHOOL DISTRICT	LINCOLN ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001205	Pending	EL CENTRO ELEM SCHOOL DISTRICT	MCKINLEY ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001211	Pending	EL CENTRO ELEM SCHOOL DISTRICT	WASHINGTON ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001187	Pending	EL CENTRO ELEM SCHOOL DISTRICT	DESERT GARDEN ELEM SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001197	Pending	EL CENTRO ELEM SCHOOL DISTRICT	MARGARET HEDRICK ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001201	Pending	EL CENTRO ELEM SCHOOL DISTRICT	KENNEDY MIDDLE	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001204	Pending	EL CENTRO ELEM SCHOOL DISTRICT	MARTIN LUTHER KING ELEM SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001209	Pending	EL CENTRO ELEM SCHOOL DISTRICT	SUNFLOWER ELEMENTARY	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001212	Pending	EL CENTRO ELEM SCHOOL DISTRICT	WILSON JUNIOR HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181039615	1899076842	Funded	ACCELERATED CHARTER	THE ACCELERATED CHARTER ELEMENTARY SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
181016348	1899027214	Funded	ALTADENA LIBRARY DISTRICT	ALTADENA LIBRARY DISTRICT (Main Branch)	Internal Connections	Digital Synergy Consulting Inc
181033452	1899070473	Funded	Amador Tuolumne Community Action Agency	Amador Tuolumne Community Action Agency	Internal Connections	Digital Synergy Consulting Inc
181019638	1899061708	Funded	CALIPATRIA UNIFIED SCHOOL DIST	CALIPATRIA HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181021640	1899071777	Funded	CAMPBELL UNION SCHOOL DISTRICT	CASTLEMONT ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181031293	1899059930	Funded	CROSSWALK LEARNING PATHWAYS TO COLLEGE	CROSSWALK LEARNING PATHWAYS TO COLLEGE	Internal Connections	Digital Synergy Consulting Inc
181021584	1899075306	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY	Internal Connections	Digital Synergy Consulting Inc
181021584	1899075511	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY LOS LOBOS	Internal Connections	Digital Synergy Consulting Inc
181017753	1899030235	Funded	OUR COMMUNITY SCHOOL	OUR COMMUNITY SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
181017753	1899030121	Funded	OUR COMMUNITY SCHOOL	OUR COMMUNITY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181013194	1899065123	Cancelled	PRIME School	PRIME School	Internal Connections	Digital Synergy Consulting Inc
181036327	1899070287	Denied	SLO Mission Schools	OLD MISSION SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181036327	1899069897	Denied	SLO Mission Schools	MISSION COLLEGE PREP HIGH SCH	Internal Connections	Digital Synergy Consulting Inc
181036327	1899069839	Denied	SLO Mission Schools	OLD MISSION SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
181015068	1899024564	Funded	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181015068	1899024577	Funded	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
181042094	1899082214	Funded	YULA Girls High School	YULA Girls High School	Internal Connections	Digital Synergy Consulting Inc
171022157	1799109515	Funded	City Charter Schools	CITY HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074437	Funded	LA CANADA UNIF SCHOOL DISTRICT	LA CANADA JR-SR HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074504	Funded	LA CANADA UNIF SCHOOL DISTRICT	LA CANADA ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074601	Funded	LA CANADA UNIF SCHOOL DISTRICT	PALM CREST ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074468	Funded	LA CANADA UNIF SCHOOL DISTRICT	PALM CREST ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074529	Funded	LA CANADA UNIF SCHOOL DISTRICT	PARADISE CANYON ELEM SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171027231	1799111495	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY SAN DIEGO	Internal Connections	Digital Synergy Consulting Inc
171040334	1799090784	Funded	OUR COMMUNITY SCHOOL	OUR COMMUNITY SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
171040334	1799090713	Funded	OUR COMMUNITY SCHOOL	OUR COMMUNITY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171031742	1799069361	Funded	SLO Mission Schools	OLD MISSION SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171031742	1799069250	Funded	SLO Mission Schools	MISSION COLLEGE PREP HIGH SCH	Internal Connections	Digital Synergy Consulting Inc
161052132	1699128893	Funded	ACADEMIA SEMILLAS DEL PUEBLO ANAHUACALMECAC HI	Academia Semillas Del Pueblo AnahuacalmeCAC High School	Internal Connections	Digital Synergy Consulting Inc
161052132	1699128961	Funded	ACADEMIA SEMILLAS DEL PUEBLO ANAHUACALMECAC HI	ACADEMIA SEMILLAS DEL PUEBLO XINAXCALMECAC ELE	Internal Connections	Digital Synergy Consulting Inc
161052132	1699128914	Funded	ACADEMIA SEMILLAS DEL PUEBLO ANAHUACALMECAC HI	ACADEMIA SEMILLAS DEL PUEBLO XINAXCALMECAC MID	Internal Connections	Digital Synergy Consulting Inc
161042923	1699094534	Funded	BAKERSFIELD CHRISTIAN HIGH SCHOOL	BAKERSFIELD CHRISTIAN HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161036863	1699078259	Funded	CALIFORNIA VIRTUAL ACADEMIES	CALIFORNIA VIRTUAL ACADEMIES AT SAN DIEGO	Internal Connections	Digital Synergy Consulting Inc
161054079	1699124523	Funded	City Charter Schools	CITY HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126722	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ADADEMY VALLEY	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126738	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ELEMENTARY	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126670	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126727	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY PALMS	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126756	Funded	Magnolia Public Schools	Magnolia Science Academy - Santa Ana	Internal Connections	Digital Synergy Consulting Inc
161034780	1699072996	Funded	MULTICULTURAL LEARNING CENTER	MULTICULTURAL LEARNING CENTER	Internal Connections	Digital Synergy Consulting Inc
161034796	1699073035	Funded	MULTICULTURAL LEARNING CENTER	MULTICULTURAL LEARNING CENTER	Managed Internal Broadban:	Digital Synergy Consulting Inc
161049766	1699113513	Funded	OAK PARK UNIF SCHOOL DISTRICT	BROOKSIDE ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161049766	1699113528	Funded	OAK PARK UNIF SCHOOL DISTRICT	OAK HILLS ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161049766	1699113552	Funded	OAK PARK UNIF SCHOOL DISTRICT	OAK VIEW HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc

161049766	1699113521	Funded	OAK PARK UNIF SCHOOL DISTRICT	MEDEA CREEK MIDDLE SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161049766	1699113539	Funded	OAK PARK UNIF SCHOOL DISTRICT	OAK PARK HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161049766	1699113562	Funded	OAK PARK UNIF SCHOOL DISTRICT	RED OAK ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161042552	1699093331	Funded	SAN MIGUEL JT UN SCHOOL DISTRICT	CAPPY CULVER ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161042552	1699093324	Funded	SAN MIGUEL JT UN SCHOOL DISTRICT	LILLIAN LARSEN ELEM SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161037023	1699078639	Funded	SHERMAN INDIAN HIGH SCHOOL	SHERMAN INDIAN HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161034166	1699071617	Cancelled	SLO Mission Schools	OLD MISSION SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161054546	1699126024	Funded	SLO Mission Schools	MISSION COLLEGE PREP HIGH SCH	Internal Connections	Digital Synergy Consulting Inc
161039903	1699086335	Funded	THE ARCHER SCHOOL FOR GIRLS	THE ARCHER SCHOOL FOR GIRLS	Internal Connections	Digital Synergy Consulting Inc
161048359	1699120252	Funded	THE LEARNING CHOICE ACADEMY	THE LEARNING CHOICE ACADEMY	Internal Connections	Digital Synergy Consulting Inc
161027072	1699054274	Funded	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	Internal Connections	Digital Synergy Consulting Inc

**C2 Pricing Form Summary**

Item Description	Quantity	Amount
L1 Eligible Per Unit Cost	1	\$750.00
L1 Ineligible Per Unit Cost	0	\$0.00
L2 Eligible Per Unit Cost	1	\$400.00
L2 Ineligible Per Unit Cost	0	\$0.00
L3 Eligible Per Unit Cost	2	\$300.00
L3 Ineligible Per Unit Cost	0	\$0.00
L4 Eligible Per Unit Cost	4	\$80.00
L4 Ineligible Per Unit Cost	0	\$0.00
L5 Eligible Per Unit Cost	2	\$100.00
L5 Ineligible Per Unit Cost	0	\$0.00
L6 Eligible Per Unit Cost	4	\$300.00
L6 Ineligible Per Unit Cost	0	\$0.00
L7 Eligible Per Unit Cost	1	\$550.00
L7 Ineligible Per Unit Cost	0	\$0.00
Sub Total		\$2,480.00
9.5%		\$235.60
Non-Taxable		\$0.00
9.5%		\$235.60
9.5%		\$235.60
9.5%		\$235.60
9.5%		\$235.60
Non-Taxable		\$0.00
Eligible Shipping Costs	1	\$0.00
Eligible Installation/Labor Cost	1	\$0.00



Ineligible Shipping Costs	1	\$0.00
Ineligible Installation/Labor Cost	1	\$0.00
Total		\$3,658.00

### Scoring Summary

Item	Score	Max
L1 Ineligible Per Unit Cost	0.00	0
L2 Eligible Quantity	1	0
L2 Eligible Per Unit Cost	400	0
L2 Ineligible Per Unit Cost	0.00	0
L3 Eligible Quantity	2	0
L3 Eligible Per Unit Cost	150	0
L3 Ineligible Per Unit Cost	0.00	0
L4 Eligible Quantity	4	0
L4 Eligible Per Unit Cost	20	0
L4 Ineligible Per Unit Cost	0.00	0
L5 Eligible Quantity	2	0
L5 Eligible Per Unit Cost	50	0
L5 Ineligible Per Unit Cost	0.00	0
L6 Eligible Quantity	4	0
L6 Eligible Per Unit Cost	75	0
L6 Ineligible Per Unit Cost	0.00	0
L7 Eligible Quantity	1	0
L7 Eligible Per Unit Cost	550	0
L7 Ineligible Per Unit Cost	0.00	0
Total Score	1259.00	0

Reference # 2801778

Status	Confirmed
Order Total	\$3,658.00
Scoring	1259.00
Applicant Name:	Magnolia Public Schools
Magnolia Public Schools Form 470#	190002072
Applicant Email address	Magnolia Public Schools
Vendor Company Name	Digital Synergy Consulting, Inc.
Service Provider Identification Number (SPIN)	143036385
Vendor Representative	Ken Hagopian
Vendor E-Mail Address	<a href="mailto:ken@dsc.la">ken@dsc.la</a>
Vendor Phone Number	8186479900
Service Type	Internal Connections
This pricing form responds to RFP section	B.1
L1 Function (Per Form 470)	Cabling
L1 Department of Industrial Relations Number (DIR)	1000012855
L1 Item Description (Make & Model etc.,)	12 Strand 50/125 Multimode OM3 Indoor/Outdoor Plenum Fiber Optic Cable
L1 Is installation included in price?	No
L1 Eligible Quantity	1
L1 Eligible Per Unit Cost	750

L1 Ineligible Quantity	0
L1 Ineligible Per Unit Cost	0.00
L1 Tax %	9.5%
L1 Eligible Line item total + Tax	821.25
L1 Ineligible Line item total + Tax	0.00
Add another line item?	Yes
L2 Function (Per Form 470)	Cabling
L2 Department of Industrial Relations Number (DIR)	1000012855
L2 Item Description (Make & Model etc.,)	Riser and penetration for fiber at both buildings
L2 Is installation included in price?	Yes
L2 Eligible Quantity	1
L2 Eligible Per Unit Cost	400
L2 Ineligible Quantity	0
L2 Ineligible Per Unit Cost	0.00
L2 Tax %	Non-Taxable
L2 Eligible Line item total + Tax	400.00
L2 ineligible Line item total + Tax	0.00
Add another line item?	Yes
L3 Function (Per	Cabling

## Form 470)

L3 Department of Industrial Relations Number (DIR)	1000012855
L3 Item Description (Make & Model etc.,)	1U Rackmount Fiber Tray
L3 Is installation included in price?	No
L3 Eligible Quantity	2
L3 Eligible Per Unit Cost	150
L3 Ineligible Quantity	0
L3 Ineligible Per Unit Cost	0.00
L3 Tax %	9.5%
L3 Eligible Line item total + Tax	328.50
L3 ineligible Line item total + Tax	0.00
Add another line item?	Yes
L4 Function (Per Form 470)	Cabling
L4 Department of Industrial Relations Number (DIR)	1000012855
L4 Item Description (Make & Model etc.,)	1M Multimode Duplex 10 Gigabit Fiber Optic Patch Cable (50/125) OM3 - LC to LC has ceramic ferrules and a 50/125 Micron core.
L4 Is installation included in price?	No
L4 Eligible Quantity	4
L4 Eligible Per Unit Cost	20
L4 Ineligible	0

## Quantity

L4 Ineligible Per Unit Cost	0.00
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L4 Tax %	9.5%
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L4 Eligible Line item total + Tax	87.60
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L4 ineligible Line item total + Tax	0.00
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Add another line item?	Yes
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L5 Function (Per Form 470)	Cabling
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L5 Department of Industrial Relations Number (DIR)	1000012855
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L5 Item Description (Make & Model etc.,)	6 Port (12 Strand) Loaded LC Adapter Panel
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L5 Is installation included in price?	No
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L5 Eligible Quantity	2
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L5 Eligible Per Unit Cost	50
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L5 Ineligible Quantity	0
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L5 Ineligible Per Unit Cost	0.00
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L5 Tax %	9.5%
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L5 Eligible Line item total + Tax	109.50
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L5 ineligible Line item total + Tax	0.00
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Add another line item?	Yes
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L6 Function (Per Form 470)	Cabling
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L6 Department of Industrial Relations Number (DIR)	1000012855
L6 Item Description (Make & Model etc.,)	AFL LC 50/125 Multimode OM3/OM4 10Gig Laser Optimized Fiber Connector 6 Pack
L6 Is installation included in price?	No
L6 Eligible Quantity	4
L6 Eligible Per Unit Cost	75
L6 Ineligible Quantity	0
L6 Ineligible Per Unit Cost	0.00
L6 Tax %	9.5%
L6 Eligible Line item total + Tax	328.50
L6 ineligible Line item total + Tax	0.00
Add another line item?	Yes
L7 Function (Per Form 470)	Cabling
L7 Department of Industrial Relations Number (DIR)	1000012855
L7 Item Description (Make & Model etc.,)	Installation and termination of fiber
L7 Is installation included in price?	Yes
L7 Eligible Quantity	1
L7 Eligible Per Unit Cost	550
L7 Ineligible Quantity	0

L7 Ineligible Per Unit Cost 0.00

L7 Tax % Non-Taxable

L7 Eligible Line item total + Tax 550.00

L7 ineligible Line item total + Tax 0.00

Add another line item? No

Eligible Subtotal 2480.00

Eligible Tax Subtotal 145.35

Eligible Shipping Costs 0.00

Eligible Installation/Labor Cost 0.00

Ineligible Subtotal 0.00

Ineligible Tax Subtotal 0.00

Ineligible Shipping Costs 0.00

Ineligible Installation/Labor Cost 0.00

Total Eligible Cost 2625.35

Total Ineligible Cost 0.00

Ineligible + Eligible Total Cost 2625.35

Signature of Authorized Representative



Last Update 2019-02-02 12:59:05

<b>Start Time</b>	2019-02-02 12:45:59
<b>Finish Time</b>	2019-02-02 12:59:05
<b>IP</b>	47.180.114.143
<b>Browser</b>	Chrome
<b>OS</b>	Windows
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## Ken Hagopian

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**From:** form\_engine@fs28.formsite.com on behalf of Formsite <form\_engine@fs28.formsite.com>  
**Sent:** Monday, February 4, 2019 6:05 PM  
**To:** Ken Hagopian  
**Subject:** C2 Pricing Form Result #2806875

<b>Reference #</b>	2806875
<b>Status</b>	Confirmed
<b>Applicant Name:</b>	Magnolia Public Schools
<b>Magnolia Public Schools Form 470#</b>	190002072
<b>Applicant Email address</b>	Magnolia Public Schools
<b>Vendor Company Name</b>	Digital Synergy Consulting, Inc.
<b>Service Provider Identification Number (SPIN)</b>	143036385
<b>Vendor Representative</b>	Ken Hagopian
<b>Vendor E-Mail Address</b>	<a href="mailto:Ken@dsc.la">Ken@dsc.la</a>
<b>Vendor Phone Number</b>	8186479900
<b>Service Type</b>	Internal Connections
<b>This pricing form responds to RFP section</b>	B.2
<b>L1 Function (Per Form 470)</b>	Switches
<b>L1 Item Description (Make &amp; Model etc.,)</b>	Aruba 2930F 48G PoE+ 4SFP+
<b>L1 Is installation included in price?</b>	No
<b>L1 Eligible Quantity</b>	9
<b>L1 Eligible Per Unit Cost</b>	1848
<b>L1 Ineligible Quantity</b>	0
<b>L1 Ineligible Per Unit Cost</b>	0.00
<b>L1 Tax %</b>	9.5%
<b>L1 Eligible Line item total + Tax</b>	18212.04
<b>L1 Ineligible Line item total + Tax</b>	0.00
<b>L2 Function (Per Form 470)</b>	Switches

<b>L2 Item Description (Make &amp; Model etc,.)</b>	Aruba J9150D Compatible 10GB SFP+ Gbic
<b>L2 Is installation included in price?</b>	No
<b>L2 Eligible Quantity</b>	36
<b>L2 Eligible Per Unit Cost</b>	125
<b>L2 Ineligible Quantity</b>	0
<b>L2 Ineligible Per Unit Cost</b>	0.00
<b>L2 Tax %</b>	9.5%
<b>L2 Eligible Line item total + Tax</b>	4927.50
<b>L2 ineligible Line item total + Tax</b>	0.00
<b>L3 Function (Per Form 470)</b>	UPS/Battery Backup
<b>L3 Item Description (Make &amp; Model etc,.)</b>	APC SMART-UPS 2200VA LCD RM 2U
<b>L3 Is installation included in price?</b>	No
<b>L3 Eligible Quantity</b>	2
<b>L3 Eligible Per Unit Cost</b>	1250
<b>L3 Ineligible Quantity</b>	0
<b>L3 Ineligible Per Unit Cost</b>	0.00
<b>L3 Tax %</b>	9.5%
<b>L3 Eligible Line item total + Tax</b>	2737.50
<b>L3 ineligible Line item total + Tax</b>	0.00
<b>L4 Function (Per Form 470)</b>	WAP
<b>L4 Item Description (Make &amp; Model etc,.)</b>	RUCKUS WIRELESS : ZoneFlex R720
<b>L4 Is installation included in price?</b>	No
<b>L4 Eligible Quantity</b>	55
<b>L4 Eligible Per Unit Cost</b>	500
<b>L4 Ineligible Quantity</b>	0
<b>L4 Ineligible Per Unit Cost</b>	0.00
<b>L4 Tax %</b>	9.5%
<b>L4 Eligible Line item total + Tax</b>	30112.50

<b>L4 ineligible Line item total + Tax</b>	0.00
<b>L5 Function (Per Form 470)</b>	WAP Controller
<b>L5 Item Description (Make &amp; Model etc,.)</b>	5yr Ruckus Cloud WiFi
<b>L5 Is installation included in price?</b>	No
<b>L5 Eligible Quantity</b>	55
<b>L5 Eligible Per Unit Cost</b>	150
<b>L5 Ineligible Quantity</b>	0
<b>L5 Ineligible Per Unit Cost</b>	0.00
<b>L5 Tax %</b>	Non-Taxable
<b>L5 Eligible Line item total + Tax</b>	8250.00
<b>L5 ineligible Line item total + Tax</b>	0.00
<b>Eligible Subtotal</b>	59382.00
<b>Eligible Tax Subtotal</b>	4857.54
<b>Eligible Shipping Costs</b>	0.00
<b>Eligible Installation/Labor Cost</b>	7000
<b>Ineligible Subtotal</b>	0.00
<b>Ineligible Tax Subtotal</b>	0.00
<b>Ineligible Shipping Costs</b>	0.00
<b>Ineligible Installation/Labor Cost</b>	0.00
<b>Total Eligible Cost</b>	71239.54
<b>Total Ineligible Cost</b>	0.00
<b>Ineligible + Eligible Total Cost</b>	71239.54
<b>Signature of Authorized Representative</b>	
<b>Last Update</b>	2019-02-04 20:05:20
<b>Start Time</b>	2019-02-04 19:50:01
<b>Finish Time</b>	2019-02-04 20:05:20
<b>IP</b>	47.180.114.143
<b>Browser</b>	Chrome

**OS**

Windows

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**Referrer**

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**Ken Hagopian**

**From:** form\_engine@fs28.formsite.com on behalf of Formsite <form\_engine@fs28.formsite.com>  
**Sent:** Saturday, February 2, 2019 12:09 PM  
**To:** Ken Hagopian  
**Subject:** C2 Pricing Form Result #2801882

<b>Reference #</b>	2801882
<b>Status</b>	Confirmed
<b>Applicant Name:</b>	Magnolia Public Schools
<b>Magnolia Public Schools Form 470#</b>	190002072
<b>Applicant Email address</b>	Magnolia Public Schools
<b>Vendor Company Name</b>	Digital Synergy Consulting, Inc.
<b>Service Provider Identification Number (SPIN)</b>	143036385
<b>Vendor Representative</b>	Ken Hagopian
<b>Vendor E-Mail Address</b>	<a href="mailto:ken@dsc.la">ken@dsc.la</a>
<b>Vendor Phone Number</b>	8186479900
<b>Service Type</b>	Basic Maintenance on Internal Connections
<b>This pricing form responds to RFP section</b>	B.3
<b>L1 Function (Per Form 470)</b>	Switches
<b>L1 Item Description (Make &amp; Model etc.,)</b>	Basic Maintenance of Internal Connections
<b>L1 Is installation included in price?</b>	No
<b>L1 Eligible Quantity</b>	160
<b>L1 Eligible Per Unit Cost</b>	125
<b>L1 Ineligible Quantity</b>	0
<b>L1 Ineligible Per Unit Cost</b>	0.00
<b>L1 Tax %</b>	Non-Taxable
<b>L1 Eligible Line item total + Tax</b>	20000.00
<b>L1 Ineligible Line item total + Tax</b>	0.00
<b>Eligible Subtotal</b>	20000.00

<b>Eligible Tax Subtotal</b>	0.00
<b>Eligible Shipping Costs</b>	0.00
<b>Eligible Installation/Labor Cost</b>	0.00
<b>Ineligible Subtotal</b>	0.00
<b>Ineligible Tax Subtotal</b>	0.00
<b>Ineligible Shipping Costs</b>	0.00
<b>Ineligible Installation/Labor Cost</b>	0.00
<b>Total Eligible Cost</b>	20000.00
<b>Total Ineligible Cost</b>	0.00
<b>Ineligible + Eligible Total Cost</b>	20000.00
<b>Signature of Authorized Representative</b>	
<b>Last Update</b>	2019-02-02 14:08:42
<b>Start Time</b>	2019-02-02 14:06:24
<b>Finish Time</b>	2019-02-02 14:08:42
<b>IP</b>	47.180.114.143
<b>Browser</b>	Chrome
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<b>Referrer</b>	https://fs28.formsite.com/kQm1gu/form1/index.html

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To: Magnolia Public Schools  
From: Patrick Ontiveros, MPS General Counsel  
Date: March 15, 2018

RE: Awarding the winning bids according to vendor evaluation matrices and adopt the purchase of E-Rate eligible equipment and services for each school

Magnolia Public Schools (MPS) Chief Executive Officer and MPS General Counsel acknowledge that they have read and reviewed the bid details pertaining to the above matter

A handwritten signature in blue ink that reads "Patrick Ontiveros".

Patrick Ontiveros  
MPS General Counsel

A handwritten date in blue ink: "03/15/2019".

Date

A handwritten signature in blue ink that reads "Alfredo Rubalcava".

Alfredo Rubalcava  
MPS CEO & Superintendent

A handwritten date in blue ink: "3/15/2018".

Date

# Cover Sheet

## Employee Pay Raise Scale for Full-Time Teaching Positions & Non-Classroom-Based Academic Positions

**Section:** III. Action Items  
**Item:** A. Employee Pay Raise Scale for Full-Time Teaching Positions &  
Non-Classroom-Based Academic Positions  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** III A REVISED Teacher Scale.pdf  
III A Teacher Pay Scale.pdf





Board Agenda Item #	Agenda # III A
Date:	03/21/2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Suat Acar, Chief Operations Officer
RE:	Employee Pay Raise Scale for Full-Time Teaching Positions & Non-Classroom Based Academic Positions & School Leaders

### Proposed Board Motion

I move the board to approve the new MPS Pay Raise Salary Scale for for Full-Time Teaching Positions & Non-Classroom Based Academic Positions & School Leaders.

### Introduction

Full-Time Teaching Positions & Non-Classroom Based Academic Positions & school leaders which cover positions mentioned in the scale such as teachers, college counselors, education specialists, librarians, title I coordinators, deans and principals.

MPS Operations department proposes increasing the base pay under the qualifications pay in the MPS Salary Scale for eligible staff of MSA 1, 2, 3, 4, 5, 6, 7, and 8 from \$46,600.00 to \$50,000.00 and of MSA-Santa Ana and MSA-San Diego from \$46,600.00 to \$48,000.00 starting from 2019-20 fiscal year. This will affect the salaries of all Full-Time Teaching Positions & Non-Classroom Based Academic Positions and School Leader Positions.

### Background

The teacher unions went on a strike within LAUSD within the 2018-19 school year. In the end the LAUSD and the Teacher Union reached out a deal to make significant raises to teacher salaries plus some retro pays. This is expected to increase the competition in the teacher market for our schools. Therefore, we wanted to come up with competitive salary increases by increasing the current base pay from \$46,600 to \$50,000 for MSA-1 through MSA-8 and from \$46,600 to \$48,000 for MSA-Santa Ana and MSA-San Diego. This will increase the overall individual salary of eligible staff by \$3,400.00 for MSA-1 through MSA-8 and by \$1,400.00 for MSA-Santa Ana and MSA-San Diego, excluding any additional add-ons, stipends and performance pays.

### Analysis & Budget impact

Below is a chart showing the number of staff whose salaries will be affected by the new school base pay increases. The dollar amounts are the gross increases per site.

**FOR MSA-1 THROUGH MSA-8**

	<b>X</b>	<b>CURRENT SCHOOL BASE SALARY</b>	<b>\$46,600</b>			
	<b>Y</b>	<b>PROPOSED SCHOOL BASE SALARY</b>	<b>\$50,000</b>			
	<b>Z</b>	<b>PROPOSED SCHOOL BASE INCREASE</b>	<b>\$3,400</b>			
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>A+B+C+D</b>	<b>(A+B+C+D)*Z</b>
<b>SCHOOL</b>	<b># OF TEACHERS</b>	<b># OF NON CLASSROOM BASED ACADEMIC POSITIONS</b>	<b># OF PRINCIPALS</b>	<b># OF DEANS</b>	<b># OF EMPLOYEES EFFECTED BY BASE INCREASE</b>	<b>TOTAL EXPECTED IMPACT</b>
MSA-1	31	4	1	4	40	\$136,000
MSA-2	22	5	1	3	31	\$105,400
MSA-3	21	3	1	3	28	\$95,200
MSA-4	11	1	1	1	14	\$47,600
MSA-5	13	2	1	1	17	\$57,800
MSA-6	8	1	1	1	11	\$37,400
MSA-7	12	2	1	1	16	\$54,400
MSA-8	18	6	1	3	28	\$95,200
<b>TOTAL</b>	<b>136</b>	<b>24</b>	<b>8</b>	<b>17</b>	<b>185</b>	<b>\$629,000</b>

**FOR MSA-SANTA ANA AND MSA- SAN DIEGO**

	<b>X</b>	<b>CURRENT SCHOOL BASE SALARY</b>	<b>\$46,600</b>			
	<b>Y</b>	<b>PROPOSED SCHOOL BASE SALARY</b>	<b>\$48,000</b>			
	<b>Z</b>	<b>PROPOSED SCHOOL BASE INCREASE</b>	<b>\$1,400</b>			
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>A+B+C+D</b>	<b>(A+B+C+D)*Z</b>
<b>SCHOOL</b>	<b># OF TEACHERS</b>	<b># OF NON CLASSROOM BASED ACADEMIC POSITIONS</b>	<b># OF PRINCIPALS</b>	<b># OF DEANS</b>	<b># OF EMPLOYEES EFFECTED BY BASE INCREASE</b>	<b>TOTAL EXPECTED IMPACT</b>
MSA-SA	30	6	1	4	41	\$57,400
MSA-SD	16	2	1	3	22	\$30,800
<b>TOTAL</b>	<b>46</b>	<b>8</b>	<b>2</b>	<b>7</b>	<b>63</b>	<b>\$88,200</b>



# **MPS EMPLOYEE PAY RAISE SCALE**

## **FULL-TIME TEACHING POSITIONS**

**&**

## **NON-CLASSROOM-BASED ACADEMIC POSITIONS**

Last Amended: 3/21/19

MPS EMPLOYEE PAY RAISE SCALE (FULL-TIME TEACHING POSITIONS & NON-CLASSROOM BASED ACADEMIC POSITIONS)

**SALARY CALCULATIONS**

**Components of Employee Pay**

School Level: Teaching Positions & Non-Classroom Based Academic Positions		
1	<p><b>Base School Salary</b></p>	
	+	➔ Base Employee Salary
2	<p><b>Employee Qualifications Pay</b></p>	
	+	
3	<p><b>Employee Performance Pay</b></p>	
	+	
4	<p><b>Pay for Additional Duties</b></p>	

**Narrative:**

- 1) The MPS Board of Directors will closely work with the Home Office to review and update this employee pay raise scale and approve it at one of its meetings prior to the fiscal year to which it applies.
- 2) This Board-approved pay raise scale will be in effect as of July 1, 2018 and until the next Board approval of an updated scale. MPS reserves the right to modify this pay raise scale, as well as any policies affecting employee compensation, including but not limited to maintaining any pay raise scale at all.
- 3) This policy replaces and overrides any previous pay/bonus policy.
- 4) This pay raise scale applies to all full-time teaching staff and non-classroom based academic staff.
- 5) Pay for full-time teaching positions and non-classroom-based academic positions have four major components: base school salary, employee qualifications pay, employee performance pay, and pay for additional duties. Base school salary and the employee qualifications pay make up the base employee salary. Employee Performance Pay and Pay for Additional Duties are variable pays based on employee's performance rating and additional duties assigned to the employee and are not part of the base employee salary.
- 6) Performance pay is given to existing full-time employees based on their performance in the finished year. Only those full-time employees who have finished the year at MPS and completed at least 90 business days in the finished year will be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year. Performance pay is **NOT** part of the employee's base salary and will be paid separately in a **one-time lump-sum amount** in July immediately following the school year during which the performance was evaluated. (See "Employee Performance" for details.)
- 7) Additional duties for employees will be assigned add-on points as explained further in this scale. These duties have

to be approved by the school administration and the Home Office. The add-on points for such additional duties are not part of employee's base salary; they are earnings on top of the base employee salary designated for the extra duties performed for the specific year of service. Payment for additional duties will be made during and only for the fiscal year in which the duties are performed. See "Additional Duties" for details.

8) Employees will be able to update their degree or credential during the new work year, and these updated qualifications will be used in prorated salary calculations as of the date of submission.

9) MPS would like to pay the semi-monthly salaries in whole dollar amounts; therefore, any semi-monthly salary that is not in whole dollar amount will be rounded up to the next whole dollar amount and the annual pay amount will be adjusted accordingly.

10) Retroactive salary increases are not permitted.

11) For employment-based visa holders, proposed salary based on scale cannot be under the prevailing wages as determined by the DOL.

12) A one-time signing bonus may be provided to new employees for hard-to-fill positions upon approval by the CEO on a case by case basis. Also, the pay raise scale limitations may be waived in unique situations with approval from the CEO that the waiver is financially sound, academically necessary, and consistent with MPS' commitment to equal opportunities for all staff without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, and all other bases as described by the EEOC. (See the Employee Handbook for details.)

13) Whether identified or not in this scale, the Home Office will make the final determination regarding salary calculations for any employee at any position and has the authority to make any revisions based on changing budget conditions.

**1) BASE SCHOOL SALARY**

<b>Base School Salary</b>		
<b><u>Location</u></b>	<b><u>School</u></b>	<b><u>Base</u></b>
Los Angeles County (Reseda)	MSA-1	\$50,000
Los Angeles County (Van Nuys)	MSA-2	\$50,000
Los Angeles County (Carson)	MSA-3	\$50,000
Los Angeles County (Los Angeles)	MSA-4	\$50,000
Los Angeles County (Reseda)	MSA-5	\$50,000
Los Angeles County (Los Angeles)	MSA-6	\$50,000
Los Angeles County (Northridge)	MSA-7	\$50,000
Los Angeles County (Bell)	MSA-Bell	\$50,000
San Diego County (San Diego)	MSA-San Diego	\$48,000
Orange County (Santa Ana)	MSA-Santa Ana	\$48,000

<b>Narrative:</b>	
<p>1) The Base School Salary for each school is determined based on the specific school budget, size, and challenge, as well as the cost of living at the school location.</p> <p>2) Based on the above parameters, the Board may adjust the Base School Salaries each year.</p>	

**2) EMPLOYEE QUALIFICATIONS PAY**

<b>Qualifications</b>				
<b>Field #</b>	<b>Qualification</b>	<b>Coefficient</b>	<b>Points</b>	<b>Max</b>
1	Position	\$1,015	See notes.	10
2	Degree	\$1,015	1 or 3. See notes.	3
3	Credential	\$1,015	1 or 2. See notes.	2
4	Prior Experience	\$750	1 for each year up to 15	15
5	MPS Experience	\$1,015	1 for each year up to a total* of 25	25

<b>Position Points</b>	
College Counselor, Librarian, EL Coordinator, Language/Literacy Coach, Title-I/Intervention Coordinator, Guidance Counselor	5
Education Specialist, Psychologist	10

<b>Narrative:</b>	
<p>1) Position: Staff with non-classroom-based academic positions will receive additional points based on their position. See the table above.</p> <p>2) Degree: 1 point for master's degree; 3 points for doctoral degree. Points are not added; the highest degree will be considered.</p> <p>3) Credential: 1 point for California Clear Teaching Credential; 1 point for California Preliminary or Clear Administrative Services Credential; 1 point for job-related credential or certificate, e.g., college counseling certificate; 2 points for National Board Certification. Points are not added. CA Preliminary Teaching Credential does not earn points.</p> <p>4) Prior Experience: Cap of 15 years will be applied for prior full-time, full-year teaching, school leader, and other related field work experience. Student teaching as part of the credentialing program does not count for experience. Employees need to verify their prior employment. Final decision will be made by the Home Office.</p>	

5) MPS experience is valued more than prior experience; both full and partial MPS years will be added and the sum will be rounded to the lower multiple of one-half.

\* Total experience, i.e., the sum of prior experience and MPS experience will be capped at 25 years. For total experience that is more than 25 years, MPS experience will be considered before prior experience.

**3) EMPLOYEE PERFORMANCE PAY**

Available Performance Pay	
Teaching & Non-Classroom Based Academic Positions	\$4,000

End-of-Year Overall Evaluation Ratings	
Rating	Earns % of Available Performance Pay
4: Highly Effective (HE)	100%
3: Effective (E)	50%
2: Developing (D)	N/A
1: Ineffective (I)	N/A

Narrative:
<p>1) The Home Office will develop a performance evaluation system where employees will earn annual performance points out of 100.</p> <p>2) Employees who receive a “4: Highly Effective (HE)” rating on their end-of-year overall evaluation will earn 100% of the available performance pay and those who receive a “3: Effective (E)” rating will earn 50% of the available performance pay.</p> <p>3) Available performance pay will be a maximum of \$4,000 for school-level teaching staff and non-classroom based academic staff.</p> <p>4) Performance pay is given to existing full-time employees based on their performance in the finished year. Only those full-time employees who have finished the year at MPS and completed at least 90 business days in the finished year will be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year. Performance pay is <b>NOT</b> part of the employee’s base salary and will be paid separately in a <b>one-time lump-sum amount</b> in July immediately following the school year during which the performance was evaluated. (See "Employee Performance" for details.)</p> <p>5) MPS believes in use of data in determining employee performance. As explained in detail in MPS’ board-approved employee evaluation protocols, survey and student assessment data as well as supervisor’s evaluation of the employee performance are used in evaluations of teaching and non-classroom based academic staff.</p>

**4) PAY FOR ADDITIONAL DUTIES**

<b>Coefficient</b>	
Coefficient for Additional Duties	\$1,000

<b>Additional Duties</b>	
<b>Duty</b>	<b>Add-on Points</b>
<b>Schoolwide Coordination Duties</b>	
Discipline Coordinator	5.0
I.T. Coordinator/Technician	5.0
Testing Coordinator	5.0
After School Coordinator	5.0
MTSS Coordinator (incl. RTI, SSPT, Title I, etc.)	5.0
EL Coordinator	5.0
Literacy Program Coordinator (incl. myON, A.R., etc.)	3.0
Athletic Director	3.0
STEAM Festival/Expo Coordinator	2.0
Community and Family Outreach Coordinator	2.0
WASC Self-Study Coordinator	1.5
Blended Learning Coordinator	1.0
Extracurricular Activities Coordinator	1.0
<b>Chair/Mentorship/Special Committee Duties</b>	
Department Chair	3.0 (for 5+) or 2.0 (for 1-4) *
Grade Level Chair	3.0 (for 5+) or 2.0 (for 1-4) *
Student Leadership/Gov't. Advisor	2.0
BTSA Mentor	1.5
CAP Mentor	1.0
Reflection Committee Team Member	1.0
<b>Club/Competition Duties</b>	
Special Club (Category 1)	1.0
Special Club (Category 2)	2.0
Extra Club	1.0
Seasonal Sports Coach	1.0



Additional Teaching Duties	
AP Teacher (per AP course)	2.0
Extra Teaching Hours	1.0 **

**Narrative:**

- 1) The coefficient for additional duties is \$1,000 per add-on point.
- 2) Additional duties for employees will be assigned add-on points as indicated in the table for additional duties. These duties have to be approved by the school administration and the Home Office annually prior to the duties are performed.
- 3) The add-on points for additional duties are not part of employee's base salary; they are earnings on top of the base employee salary designated for the extra duties performed for the specific year of service.
- 4) Payment for additional duties will be made during and only for the fiscal year in which the duties are performed. Depending on the duties, this amount can either be included in the semi-monthly salary or paid to the employee in several installments. Pay for additional duties will be prorated based on the date additional duties are assumed.
- 5) \* Department chair and grade level chair add-on points are 3.0 for supervising staff of five or more and 2.0 for supervising staff of one to four.
- 6) Special Club (Category 1) includes approved clubs that either have a STEM focus or prepare students for a special competition but do not require as extensive time commitment and preparation as a Category 2 club. Ex: Advanced Math/MathCounts, Science Olympiad, and other approved STEM clubs; Spelling Bee, Geography Bee, and other approved clubs that prepare for a competition. Special Club (Category 2) includes approved clubs that have a special focus, typically in STEM fields, require an extensive time commitment and preparation, and generally culminate in a competition. Ex: VEX/Seaperch Robotics, FIRST Lego, Future City, Academic Decathlon/Pentathlon.
- 7) Extra clubs are clubs employees offer in addition to their required two (2) after-school tutoring/club sessions.
- 8) \*\* For middle/high school grades, each additional weekly teaching hour over the standard 25 hours, plus 2.5 hours of SSR/Advisory, will earn the employee 1.0 point for their annual salary. For example; a teacher teaching 27 hours, plus 2.5 hours of SSR/Advisory per week, over a year will earn 2.0 add-on points, i.e., and additional \$2,000 for the year. MPS does not recommend extra teaching hours other than in extenuating circumstances.
- 9) Payments for any additional duties not described herein (Saturday tutoring, other approved hourly duties, etc.) will be resolved by the school administration and the Home Office via payroll.
- 10) Exceptions: The add-on points for additional duties are for full-time teaching staff and other approved staff on a case-by-case basis. Principals and assistant principals/deans do not earn add-on points for any of the additional duties listed in this table. After-school coordinators do not earn add-on points for after-school coordination if they are already being paid separately for that duty, e.g., through an after-school grant. Computer teachers who also do IT technician duties for less than 50% of their time can earn add-on points for their IT technician duties. If they do IT for 50% or more of their time, they will be regarded as IT Technician for salary calculations.
- 11) Final decision for any add-on points will be made by the school administration and the Home Office.

**Revision History:**

<b>Revision</b>	<b>Date</b>	<b>Description of changes</b>	<b>Requested By</b>
0	<b>5/12/14</b>	Initial Release	David Yilmaz
1	<b>3/10/16</b>	The difference in pay between teachers teaching different subjects is removed; one percent is added to base pay (excluding benefits).	Terri Boatman
2	<b>3/8/17</b>	Additional duties and corresponding add-on points are revised by the Home Office.	Orielle Revish
3	<b>3/8/18</b>	Edited to reflect new base school salaries and language for employee evaluation ratings. Prior and total experience caps, prior experience pay, and available performance pay amounts are revised. Added details for performance pay. Included position points for non-classroom-based academic positions. Also added language for signing bonus, waiver, and rounding semi-monthly salary to the next whole dollar amount.	David Yilmaz
4	<b>3/21/19</b>	Base school salary increased from \$46,600 to \$50,000 for MSA-1 through MSA-8 and from \$46,600 to \$48,000 for MSA-Santa Ana and MSA-San Diego.	Suat Acar



# **MPS EMPLOYEE PAY RAISE SCALE**

## **SCHOOL LEADER POSITIONS**

Last Amended: 3/21/19

MPS EMPLOYEE PAY RAISE SCALE (SCHOOL LEADER POSITIONS)

**SALARY CALCULATIONS**

**Components of Employee Pay**

School Level: School Leader Positions		
1	<div style="border: 1px dashed black; padding: 5px;"> <p><b>Base School Salary</b></p> </div>	
	+	➔ Base Employee Salary
2	<div style="border: 1px dashed black; padding: 5px;"> <p><b>Employee Qualifications Pay</b></p> </div>	
	+	
3	<p><b>Employee Performance Pay</b></p>	

**Narrative:**

- 1) The MPS Board of Directors will closely work with the Home Office to review and update this employee pay raise scale and approve it at one of its meetings prior to the fiscal year to which it applies.
- 2) This Board-approved pay raise scale will be in effect as of July 1, 2018 and until the next Board approval of an updated scale. MPS reserves the right to modify this pay raise scale, as well as any policies affecting employee compensation, including but not limited to maintaining any pay raise scale at all.
- 3) This policy replaces and overrides any previous pay/bonus policy.
- 4) This pay raise scale applies to all full-time school leaders, i.e., principals, APs, and deans.
- 5) Pay for school leader positions has three major components: base school salary, employee qualifications pay, and employee performance pay. Base school salary and the employee qualifications pay make up the base employee salary. Employee Performance Pay is a variable pay based on employee’s performance rating and is not part of the base employee salary.
- 6) Performance pay is given to existing full-time employees based on their performance in the finished year. Only those full-time employees who have finished the year at MPS and completed at least 90 business days in the finished year will be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year. Performance pay is **NOT** part of the employee’s base salary and will be paid separately in a **one-time lump-sum amount** in July immediately following the school year during which the performance was evaluated. (See "Employee Performance" for details.)
- 7) The following salary bands will be applied to school leader positions:
 

Assistant Principal/Dean	Minimum: \$70,000	Maximum: \$100,000
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Principal	Minimum: \$90,000	Maximum: \$130,000
<p>If the pay raise calculations for a school leader result in an amount either below the band minimum or above the band maximum, the minimum or the maximum amounts will be applied respectively.</p> <p>8) Employees will be able to update their degree or credential during the new work year, and these updated qualifications will be used in prorated salary calculations as of the date of submission.</p> <p>9) MPS would like to pay the semi-monthly salaries in whole dollar amounts; therefore, any semi-monthly salary that is not in whole dollar amount will be rounded up to the next whole dollar amount and the annual pay amount will be adjusted accordingly.</p> <p>10) Retroactive salary increases are not permitted.</p> <p>11) For employment-based visa holders, proposed salary based on scale cannot be under the prevailing wages as determined by the DOL.</p> <p>12) A one-time signing bonus may be provided to new employees for hard-to-fill positions upon approval by the CEO on a case by case basis. Also, the pay raise scale limitations may be waived in unique situations with approval from the CEO that the waiver is financially sound, academically necessary, and consistent with MPS' commitment to equal opportunities for all staff without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, and all other bases as described by the EEOC. (See the Employee Handbook for details.)</p> <p>13) Whether identified or not in this scale, the Home Office will make the final determination regarding salary calculations for any employee at any position and has the authority to make any revisions based on changing budget conditions.</p>		

**1) BASE SCHOOL SALARY**

Base School Salary		
<u>Location</u>	<u>School</u>	<u>Base</u>
Los Angeles County (Reseda)	MSA-1	\$50,000
Los Angeles County (Van Nuys)	MSA-2	\$50,000
Los Angeles County (Carson)	MSA-3	\$50,000
Los Angeles County (Los Angeles)	MSA-4	\$50,000
Los Angeles County (Reseda)	MSA-5	\$50,000
Los Angeles County (Los Angeles)	MSA-6	\$50,000
Los Angeles County (Northridge)	MSA-7	\$50,000
Los Angeles County (Bell)	MSA-Bell	\$50,000
San Diego County (San Diego)	MSA-San Diego	\$48,000
Orange County (Santa Ana)	MSA-Santa Ana	\$48,000

**Narrative:**

- 1) The Base School Salary for each school is determined based on the specific school budget, size, and challenge, as well as the cost of living at the school location.
- 2) Based on the above parameters, the Board may adjust the Base School Salaries each year.

**2) EMPLOYEE QUALIFICATIONS PAY**

<b>Qualifications</b>				
<b>Field #</b>	<b>Qualification</b>	<b>Coefficient</b>	<b>Points</b>	<b>Max</b>
1	Position	\$1,015	See table below.	50
2	Degree	\$1,015	1 or 3. See notes.	3
3	Credential	\$1,015	1 or 2. See notes.	2
4	Prior Experience (Other)	\$750	1 for each year up to 15	15
5	Prior Experience (AP/Dean)	\$1,125	1 for each year up to 15	15
6	Prior Experience (Principal)	\$1,350	1 for each year up to 15	15
7	MPS Experience (Other)	\$1,015	1 for each year up to a total* of 25	25
8	MPS Experience (AP/Dean)	\$1,250	1 for each year up to a total* of 25	25
9	MPS Experience (Principal)	\$1,500	1 for each year up to a total* of 25	25

<b>Position Points</b>				
Assistant Principal/Dean	20			
Principal	School Enrollment:			
Grade Span:	0-199	200-399	400-599	600+
K-5 or 6-8	25	30	35	40
K-8, 9-12 or 6-12	30	35	40	45
K-12	35	40	45	50

<b>Experience</b>						
Lower Priority			→	Higher Priority		
Prior Experience (Other)	Prior Experience (AP/Dean)	Prior Experience (Principal)	MPS Experience (Other)	MPS Experience (AP/Dean)	MPS Experience (Principal)	
Prior experience capped at 15 years			Total experience* capped at 25 years			

<b>Narrative:</b>
1) Position: See the table above for points for each position. Principal's position points will be based on the grade span of the school for the new work year and the school enrollment based on the P-2 report of the current year. Based on Census Day data of the new work year, i.e., first Wednesday of October, if an increase in enrollment requires an adjustment to the position points, updated position points will be used in prorated salary calculations as of November. Final decision will be made by the Home Office for extenuating circumstances.

2) Degree: 1 point for master's degree; 3 points for doctoral degree. Points are not added; the highest degree will be considered.

3) Credential: 1 point for California Preliminary Administrative Services Credential; 2 points for California Clear Administrative Services Credential. Points are not added.

4) Prior Experience: Cap of 15 years will be applied for prior full-time, full-year school leader, teaching, and other related field work experience. See the table above for coefficients. For prior experience that is more than 15 years, experience with higher coefficients will be prioritized, i.e., principal experience will be considered first, followed by AP/Dean experience and other related field work experience. Student teaching as part of the credentialing program does not count for experience. Employees need to verify their prior employment. Final decision will be made by the Home Office.

5) MPS experience is valued more than prior experience; both full and partial MPS years will be added and the sum will be rounded to the lower multiple of one-half.

\* Total experience, i.e., the sum of prior experience and MPS experience will be capped at 25 years. For total experience that is more than 25 years, MPS experience will be considered before prior experience and experience with higher coefficients will be prioritized. See the table above for experience in priority order to be counted towards the 25 years.



**3) EMPLOYEE PERFORMANCE PAY**

Available Performance Pay	
School Leader Positions	\$4,000

End-of-Year Overall Evaluation Ratings	
<b>Rating</b>	<b>Earns % of Available Performance Pay</b>
4: Highly Effective (HE)	100%
3: Effective (E)	50%
2: Developing (D)	N/A
1: Ineffective (I)	N/A

Narrative:
<p>1) The Home Office will develop a performance evaluation system where employees will earn annual performance points out of 100.</p> <p>2) Employees who receive a “4: Highly Effective (HE)” rating on their end-of-year overall evaluation will earn 100% of the available performance pay and those who receive a “3: Effective (E)” rating will earn 50% of the available performance pay.</p> <p>3) Available performance pay will be a maximum of \$4,000 for school leader positions.</p> <p>4) Performance pay is given to existing full-time employees based on their performance in the finished year. Only those full-time employees who have finished the year at MPS and completed at least 90 business days in the finished year will be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year. Performance pay is <b>NOT</b> part of the employee’s base salary and will be paid separately in a <b>one-time lump-sum amount</b> in July immediately following the school year during which the performance was evaluated. (See "Employee Performance" for details.)</p> <p>5) MPS believes in use of data in determining employee performance. As explained in detail in MPS’ board-approved employee evaluation protocols, survey and student assessment data as well as supervisor’s evaluation of the employee on California Professional Standards for Educational Leaders (CPSEL) are used in school leader evaluations.</p>

**Revision History:**

<b>Revision</b>	<b>Date</b>	<b>Description of changes</b>	<b>Requested By</b>
0	5/12/14	Initial Release	David Yilmaz
1	3/25/15	One percent is added to base pay (excluding benefits); base school salaries and coefficients for employee qualifications are revised.	Oswaldo Diaz
2	5/12/16	Salary bands are introduced.	Terri Boatman
3	3/8/18	Edited to reflect new base school salaries and language for employee evaluation ratings. The band maximums, coefficients for employee qualifications, and available performance pay amounts are revised; school enrollment is made a factor in principal position points. Added details for performance pay. Also added language for signing bonus, waiver, and rounding semi-monthly salary to the next whole dollar amount.	David Yilmaz
4	3/21/19	-Base school salary increased from \$46,600 to \$50,000 for MSA-1 through MSA-8 and from \$46,600 to \$48,000 for MSA-Santa Ana and MSA-San Diego.  -Position points for Assistant Principal/Dean under the "Employee Qualifications Pay" increased from 15 points to 20 points. (Proposed separately in Board Agenda Item III. C)	Suat Acar



Board Agenda Item #	Agenda # III. A
Date:	03/21/2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Suat Acar, Chief Operations Officer
RE:	Employee Pay Raise Scale for Full-Time Teaching Positions & Non-Classroom Based Academic Positions & School Leaders

### Proposed Board Motion

I move the board to approve the new MPS Pay Raise Salary Scale for for Full-Time Teaching Positions & Non-Classroom Based Academic Positions & School Leaders.

### Introduction

Full-Time Teaching Positions & Non-Classroom Based Academic Positions & school leaders which covers positions mentioned in the scale such as teachers, college counselors, education specialists, librarians, title I coordinators, deans and principals.

MPS Operations department proposes increasing the base pay under the qualifications pay in the MPS Salary Scale for eligible staff from \$46,600.00 to \$50,000.00 starting from 2019-20 fiscal year. This will affect the salaries of all Full-Time Teaching Positions & Non-Classroom Based Academic Positions and School Leader Positions.

### Background

The teacher unions went on a strike within LAUSD within the 2018-19 school year. In the end the LAUSD and the Teacher Union reached out a deal to make significant raises to teacher salaries plus some retro pays. This is expected to increase the competition in the teacher market for our schools. Therefore, we wanted to come up with competitive salary increases by increasing the current base pay from \$46,600 to \$50,000. This will increase the overall salaries of our individual salaries by minimum \$3,400.00, excluding any additional add-ons, stipends and performance pays.

### Analysis & Budget impact

Below is a chart showing the number of staff whose salaries will be affected by the new school base pay increase. The dollar amounts are the gross increases per site.

	<b>X</b>	<b>CURRENT SCHOOL BASE SALARY</b>			<b>\$46,600</b>	
	<b>Y</b>	<b>PROPOSED SCHOOL BASE SALARY</b>			<b>\$50,000</b>	
	<b>Z</b>	<b>PROPOSED SCHOOL BASE INCREASE</b>			<b>\$3,400</b>	
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>A+B+C+D</b>	<b>(A+B+C+D)*Z</b>
<b>SCHOOL</b>	<b># OF TEACHERS</b>	<b># OF NON CLASSROOM BASED ACADEMIC POSITIONS</b>	<b># OF PRINCIPALS</b>	<b># OF DEANS</b>	<b># OF EMPLOYEES EFFECTED BY BASE INCREASE</b>	<b>TOTAL EXPECTED IMPACT</b>
<b>MSA-1</b>	31	4	1	4	40	\$136,000
<b>MSA-2</b>	22	5	1	3	31	\$105,400
<b>MSA-3</b>	21	3	1	3	28	\$95,200
<b>MSA-4</b>	11	1	1	1	14	\$47,600
<b>MSA-5</b>	13	2	1	1	17	\$57,800
<b>MSA-6</b>	8	1	1	1	11	\$37,400
<b>MSA-7</b>	12	2	1	1	16	\$54,400
<b>MSA-8</b>	18	6	1	3	28	\$95,200
<b>MSA-SA</b>	30	6	1	4	41	\$139,400
<b>MSA-SD</b>	16	2	1	3	22	\$74,800
<b>TOTAL</b>	<b>182</b>	<b>32</b>	<b>10</b>	<b>24</b>	<b>248</b>	<b>\$843,200</b>



# **MPS EMPLOYEE PAY RAISE SCALE**

## **FULL-TIME TEACHING POSITIONS**

**&**

## **NON-CLASSROOM-BASED ACADEMIC POSITIONS**

Last Amended: 3/21/19

MPS EMPLOYEE PAY RAISE SCALE (FULL-TIME TEACHING POSITIONS & NON-CLASSROOM BASED ACADEMIC POSITIONS)

**SALARY CALCULATIONS**

**Components of Employee Pay**

School Level: Teaching Positions & Non-Classroom Based Academic Positions		
1	<b>Base School Salary</b>	
	+	→ Base Employee Salary
2	<b>Employee Qualifications Pay</b>	
	+	
3	<b>Employee Performance Pay</b>	
	+	
4	<b>Pay for Additional Duties</b>	

**Narrative:**

- 1) The MPS Board of Directors will closely work with the Home Office to review and update this employee pay raise scale and approve it at one of its meetings prior to the fiscal year to which it applies.
- 2) This Board-approved pay raise scale will be in effect as of July 1, 2018 and until the next Board approval of an updated scale. MPS reserves the right to modify this pay raise scale, as well as any policies affecting employee compensation, including but not limited to maintaining any pay raise scale at all.
- 3) This policy replaces and overrides any previous pay/bonus policy.
- 4) This pay raise scale applies to all full-time teaching staff and non-classroom based academic staff.
- 5) Pay for full-time teaching positions and non-classroom-based academic positions have four major components: base school salary, employee qualifications pay, employee performance pay, and pay for additional duties. Base school salary and the employee qualifications pay make up the base employee salary. Employee Performance Pay and Pay for Additional Duties are variable pays based on employee's performance rating and additional duties assigned to the employee and are not part of the base employee salary.
- 6) Performance pay is given to existing full-time employees based on their performance in the finished year. Only those full-time employees who have finished the year at MPS and completed at least 90 business days in the finished year will be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year. Performance pay is **NOT** part of the employee's base salary and will be paid separately in a **one-time lump-sum amount** in July immediately following the school year during which the performance was evaluated. (See "Employee Performance" for details.)
- 7) Additional duties for employees will be assigned add-on points as explained further in this scale. These duties have

to be approved by the school administration and the Home Office. The add-on points for such additional duties are not part of employee's base salary; they are earnings on top of the base employee salary designated for the extra duties performed for the specific year of service. Payment for additional duties will be made during and only for the fiscal year in which the duties are performed. See "Additional Duties" for details.

8) Employees will be able to update their degree or credential during the new work year, and these updated qualifications will be used in prorated salary calculations as of the date of submission.

9) MPS would like to pay the semi-monthly salaries in whole dollar amounts; therefore, any semi-monthly salary that is not in whole dollar amount will be rounded up to the next whole dollar amount and the annual pay amount will be adjusted accordingly.

10) Retroactive salary increases are not permitted.

11) For employment-based visa holders, proposed salary based on scale cannot be under the prevailing wages as determined by the DOL.

12) A one-time signing bonus may be provided to new employees for hard-to-fill positions upon approval by the CEO on a case by case basis. Also, the pay raise scale limitations may be waived in unique situations with approval from the CEO that the waiver is financially sound, academically necessary, and consistent with MPS' commitment to equal opportunities for all staff without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, and all other bases as described by the EEOC. (See the Employee Handbook for details.)

13) Whether identified or not in this scale, the Home Office will make the final determination regarding salary calculations for any employee at any position and has the authority to make any revisions based on changing budget conditions.

**1) BASE SCHOOL SALARY**

<b>Base School Salary</b>		
<b><u>Location</u></b>	<b><u>School</u></b>	<b><u>Base</u></b>
Los Angeles County (Reseda)	MSA-1	\$50,000
Los Angeles County (Van Nuys)	MSA-2	\$50,000
Los Angeles County (Carson)	MSA-3	\$50,000
Los Angeles County (Los Angeles)	MSA-4	\$50,000
Los Angeles County (Reseda)	MSA-5	\$50,000
Los Angeles County (Los Angeles)	MSA-6	\$50,000
Los Angeles County (Northridge)	MSA-7	\$50,000
Los Angeles County (Bell)	MSA-Bell	\$50,000
San Diego County (San Diego)	MSA-San Diego	\$50,000
Orange County (Santa Ana)	MSA-Santa Ana	\$50,000

<b>Narrative:</b>	
<p>1) The Base School Salary for each school is determined based on the specific school budget, size, and challenge, as well as the cost of living at the school location.</p> <p>2) Based on the above parameters, the Board may adjust the Base School Salaries each year.</p>	

**2) EMPLOYEE QUALIFICATIONS PAY**

<b>Qualifications</b>				
<b>Field #</b>	<b>Qualification</b>	<b>Coefficient</b>	<b>Points</b>	<b>Max</b>
1	Position	\$1,015	See notes.	10
2	Degree	\$1,015	1 or 3. See notes.	3
3	Credential	\$1,015	1 or 2. See notes.	2
4	Prior Experience	\$750	1 for each year up to 15	15
5	MPS Experience	\$1,015	1 for each year up to a total* of 25	25

<b>Position Points</b>	
College Counselor, Librarian, EL Coordinator, Language/Literacy Coach, Title-I/Intervention Coordinator, Guidance Counselor	5
Education Specialist, Psychologist	10

<b>Narrative:</b>	
<p>1) Position: Staff with non-classroom-based academic positions will receive additional points based on their position. See the table above.</p> <p>2) Degree: 1 point for master's degree; 3 points for doctoral degree. Points are not added; the highest degree will be considered.</p> <p>3) Credential: 1 point for California Clear Teaching Credential; 1 point for California Preliminary or Clear Administrative Services Credential; 1 point for job-related credential or certificate, e.g., college counseling certificate; 2 points for National Board Certification. Points are not added. CA Preliminary Teaching Credential does not earn points.</p> <p>4) Prior Experience: Cap of 15 years will be applied for prior full-time, full-year teaching, school leader, and other related field work experience. Student teaching as part of the credentialing program does not count for experience. Employees need to verify their prior employment. Final decision will be made by the Home Office.</p>	



5) MPS experience is valued more than prior experience; both full and partial MPS years will be added and the sum will be rounded to the lower multiple of one-half.

\* Total experience, i.e., the sum of prior experience and MPS experience will be capped at 25 years. For total experience that is more than 25 years, MPS experience will be considered before prior experience.

**3) EMPLOYEE PERFORMANCE PAY**

Available Performance Pay	
Teaching & Non-Classroom Based Academic Positions	\$4,000

End-of-Year Overall Evaluation Ratings	
Rating	Earns % of Available Performance Pay
4: Highly Effective (HE)	100%
3: Effective (E)	50%
2: Developing (D)	N/A
1: Ineffective (I)	N/A

Narrative:
<p>1) The Home Office will develop a performance evaluation system where employees will earn annual performance points out of 100.</p> <p>2) Employees who receive a “4: Highly Effective (HE)” rating on their end-of-year overall evaluation will earn 100% of the available performance pay and those who receive a “3: Effective (E)” rating will earn 50% of the available performance pay.</p> <p>3) Available performance pay will be a maximum of \$4,000 for school-level teaching staff and non-classroom based academic staff.</p> <p>4) Performance pay is given to existing full-time employees based on their performance in the finished year. Only those full-time employees who have finished the year at MPS and completed at least 90 business days in the finished year will be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year. Performance pay is <b>NOT</b> part of the employee’s base salary and will be paid separately in a <b>one-time lump-sum amount</b> in July immediately following the school year during which the performance was evaluated. (See "Employee Performance" for details.)</p> <p>5) MPS believes in use of data in determining employee performance. As explained in detail in MPS’ board-approved employee evaluation protocols, survey and student assessment data as well as supervisor’s evaluation of the employee performance are used in evaluations of teaching and non-classroom based academic staff.</p>

**4) PAY FOR ADDITIONAL DUTIES**

<b>Coefficient</b>	
Coefficient for Additional Duties	\$1,000

<b>Additional Duties</b>	
<b>Duty</b>	<b>Add-on Points</b>
<b>Schoolwide Coordination Duties</b>	
Discipline Coordinator	5.0
I.T. Coordinator/Technician	5.0
Testing Coordinator	5.0
After School Coordinator	5.0
MTSS Coordinator (incl. RTI, SSPT, Title I, etc.)	5.0
EL Coordinator	5.0
Literacy Program Coordinator (incl. myON, A.R., etc.)	3.0
Athletic Director	3.0
STEAM Festival/Expo Coordinator	2.0
Community and Family Outreach Coordinator	2.0
WASC Self-Study Coordinator	1.5
Blended Learning Coordinator	1.0
Extracurricular Activities Coordinator	1.0
<b>Chair/Mentorship/Special Committee Duties</b>	
Department Chair	3.0 (for 5+) or 2.0 (for 1-4) *
Grade Level Chair	3.0 (for 5+) or 2.0 (for 1-4) *
Student Leadership/Gov't. Advisor	2.0
BTSA Mentor	1.5
CAP Mentor	1.0
Reflection Committee Team Member	1.0
<b>Club/Competition Duties</b>	
Special Club (Category 1)	1.0
Special Club (Category 2)	2.0
Extra Club	1.0
Seasonal Sports Coach	1.0

Additional Teaching Duties	
AP Teacher (per AP course)	2.0
Extra Teaching Hours	1.0 **

**Narrative:**

- 1) The coefficient for additional duties is \$1,000 per add-on point.
- 2) Additional duties for employees will be assigned add-on points as indicated in the table for additional duties. These duties have to be approved by the school administration and the Home Office annually prior to the duties are performed.
- 3) The add-on points for additional duties are not part of employee's base salary; they are earnings on top of the base employee salary designated for the extra duties performed for the specific year of service.
- 4) Payment for additional duties will be made during and only for the fiscal year in which the duties are performed. Depending on the duties, this amount can either be included in the semi-monthly salary or paid to the employee in several installments. Pay for additional duties will be prorated based on the date additional duties are assumed.
- 5) \* Department chair and grade level chair add-on points are 3.0 for supervising staff of five or more and 2.0 for supervising staff of one to four.
- 6) Special Club (Category 1) includes approved clubs that either have a STEM focus or prepare students for a special competition but do not require as extensive time commitment and preparation as a Category 2 club. Ex: Advanced Math/MathCounts, Science Olympiad, and other approved STEM clubs; Spelling Bee, Geography Bee, and other approved clubs that prepare for a competition. Special Club (Category 2) includes approved clubs that have a special focus, typically in STEM fields, require an extensive time commitment and preparation, and generally culminate in a competition. Ex: VEX/Seaperch Robotics, FIRST Lego, Future City, Academic Decathlon/Pentathlon.
- 7) Extra clubs are clubs employees offer in addition to their required two (2) after-school tutoring/club sessions.
- 8) \*\* For middle/high school grades, each additional weekly teaching hour over the standard 25 hours, plus 2.5 hours of SSR/Advisory, will earn the employee 1.0 point for their annual salary. For example; a teacher teaching 27 hours, plus 2.5 hours of SSR/Advisory per week, over a year will earn 2.0 add-on points, i.e., and additional \$2,000 for the year. MPS does not recommend extra teaching hours other than in extenuating circumstances.
- 9) Payments for any additional duties not described herein (Saturday tutoring, other approved hourly duties, etc.) will be resolved by the school administration and the Home Office via payroll.
- 10) Exceptions: The add-on points for additional duties are for full-time teaching staff and other approved staff on a case-by-case basis. Principals and assistant principals/deans do not earn add-on points for any of the additional duties listed in this table. After-school coordinators do not earn add-on points for after-school coordination if they are already being paid separately for that duty, e.g., through an after-school grant. Computer teachers who also do IT technician duties for less than 50% of their time can earn add-on points for their IT technician duties. If they do IT for 50% or more of their time, they will be regarded as IT Technician for salary calculations.
- 11) Final decision for any add-on points will be made by the school administration and the Home Office.

**Revision History:**

<b>Revision</b>	<b>Date</b>	<b>Description of changes</b>	<b>Requested By</b>
0	5/12/14	Initial Release	David Yilmaz
1	3/10/16	The difference in pay between teachers teaching different subjects is removed; one percent is added to base pay (excluding benefits).	Terri Boatman
2	3/8/17	Additional duties and corresponding add-on points are revised by the Home Office.	Orielle Revish
3	3/8/18	Edited to reflect new base school salaries and language for employee evaluation ratings. Prior and total experience caps, prior experience pay, and available performance pay amounts are revised. Added details for performance pay. Included position points for non-classroom-based academic positions. Also added language for signing bonus, waiver, and rounding semi-monthly salary to the next whole dollar amount.	David Yilmaz
4	3/21/19	Base school salary increased from \$46,600 to \$50,000.	Suat Acar



# **MPS EMPLOYEE PAY RAISE SCALE**

## **SCHOOL LEADER POSITIONS**

Last Amended: 3/21/19

MPS EMPLOYEE PAY RAISE SCALE (SCHOOL LEADER POSITIONS)

**SALARY CALCULATIONS**

**Components of Employee Pay**

School Level: School Leader Positions		
1	<div style="border: 1px dashed black; padding: 5px;"> <p><b>Base School Salary</b></p> </div>	
	+	➔ Base Employee Salary
2	<div style="border: 1px dashed black; padding: 5px;"> <p><b>Employee Qualifications Pay</b></p> </div>	
	+	
3	<p><b>Employee Performance Pay</b></p>	

**Narrative:**

- 1) The MPS Board of Directors will closely work with the Home Office to review and update this employee pay raise scale and approve it at one of its meetings prior to the fiscal year to which it applies.
- 2) This Board-approved pay raise scale will be in effect as of July 1, 2018 and until the next Board approval of an updated scale. MPS reserves the right to modify this pay raise scale, as well as any policies affecting employee compensation, including but not limited to maintaining any pay raise scale at all.
- 3) This policy replaces and overrides any previous pay/bonus policy.
- 4) This pay raise scale applies to all full-time school leaders, i.e., principals, APs, and deans.
- 5) Pay for school leader positions has three major components: base school salary, employee qualifications pay, and employee performance pay. Base school salary and the employee qualifications pay make up the base employee salary. Employee Performance Pay is a variable pay based on employee's performance rating and is not part of the base employee salary.
- 6) Performance pay is given to existing full-time employees based on their performance in the finished year. Only those full-time employees who have finished the year at MPS and completed at least 90 business days in the finished year will be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year. Performance pay is **NOT** part of the employee's base salary and will be paid separately in a **one-time lump-sum amount** in July immediately following the school year during which the performance was evaluated. (See "Employee Performance" for details.)
- 7) The following salary bands will be applied to school leader positions:
 

Assistant Principal/Dean	Minimum: \$70,000	Maximum: \$100,000
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Principal	Minimum: \$90,000	Maximum: \$130,000
<p>If the pay raise calculations for a school leader result in an amount either below the band minimum or above the band maximum, the minimum or the maximum amounts will be applied respectively.</p> <p>8) Employees will be able to update their degree or credential during the new work year, and these updated qualifications will be used in prorated salary calculations as of the date of submission.</p> <p>9) MPS would like to pay the semi-monthly salaries in whole dollar amounts; therefore, any semi-monthly salary that is not in whole dollar amount will be rounded up to the next whole dollar amount and the annual pay amount will be adjusted accordingly.</p> <p>10) Retroactive salary increases are not permitted.</p> <p>11) For employment-based visa holders, proposed salary based on scale cannot be under the prevailing wages as determined by the DOL.</p> <p>12) A one-time signing bonus may be provided to new employees for hard-to-fill positions upon approval by the CEO on a case by case basis. Also, the pay raise scale limitations may be waived in unique situations with approval from the CEO that the waiver is financially sound, academically necessary, and consistent with MPS' commitment to equal opportunities for all staff without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, and all other bases as described by the EEOC. (See the Employee Handbook for details.)</p> <p>13) Whether identified or not in this scale, the Home Office will make the final determination regarding salary calculations for any employee at any position and has the authority to make any revisions based on changing budget conditions.</p>		

**1) BASE SCHOOL SALARY**

Base School Salary		
<u>Location</u>	<u>School</u>	<u>Base</u>
Los Angeles County (Reseda)	MSA-1	\$50,000
Los Angeles County (Van Nuys)	MSA-2	\$50,000
Los Angeles County (Carson)	MSA-3	\$50,000
Los Angeles County (Los Angeles)	MSA-4	\$50,000
Los Angeles County (Reseda)	MSA-5	\$50,000
Los Angeles County (Los Angeles)	MSA-6	\$50,000
Los Angeles County (Northridge)	MSA-7	\$50,000
Los Angeles County (Bell)	MSA-Bell	\$50,000
San Diego County (San Diego)	MSA-San Diego	\$50,000
Orange County (Santa Ana)	MSA-Santa Ana	\$50,000

**Narrative:**

- 1) The Base School Salary for each school is determined based on the specific school budget, size, and challenge, as well as the cost of living at the school location.
- 2) Based on the above parameters, the Board may adjust the Base School Salaries each year.



**2) EMPLOYEE QUALIFICATIONS PAY**

<b>Qualifications</b>				
<b>Field #</b>	<b>Qualification</b>	<b>Coefficient</b>	<b>Points</b>	<b>Max</b>
1	Position	\$1,015	See table below.	50
2	Degree	\$1,015	1 or 3. See notes.	3
3	Credential	\$1,015	1 or 2. See notes.	2
4	Prior Experience (Other)	\$750	1 for each year up to 15	15
5	Prior Experience (AP/Dean)	\$1,125	1 for each year up to 15	15
6	Prior Experience (Principal)	\$1,350	1 for each year up to 15	15
7	MPS Experience (Other)	\$1,015	1 for each year up to a total* of 25	25
8	MPS Experience (AP/Dean)	\$1,250	1 for each year up to a total* of 25	25
9	MPS Experience (Principal)	\$1,500	1 for each year up to a total* of 25	25

<b>Position Points</b>				
Assistant Principal/Dean	20			
Principal	School Enrollment:			
Grade Span:	0-199	200-399	400-599	600+
K-5 or 6-8	25	30	35	40
K-8, 9-12 or 6-12	30	35	40	45
K-12	35	40	45	50

<b>Experience</b>						
Lower Priority			→	Higher Priority		
Prior Experience (Other)	Prior Experience (AP/Dean)	Prior Experience (Principal)	MPS Experience (Other)	MPS Experience (AP/Dean)	MPS Experience (Principal)	
Prior experience capped at 15 years			Total experience* capped at 25 years			

<b>Narrative:</b>
1) Position: See the table above for points for each position. Principal's position points will be based on the grade span of the school for the new work year and the school enrollment based on the P-2 report of the current year. Based on Census Day data of the new work year, i.e., first Wednesday of October, if an increase in enrollment requires an adjustment to the position points, updated position points will be used in prorated salary calculations as of November. Final decision will be made by the Home Office for extenuating circumstances.

2) Degree: 1 point for master's degree; 3 points for doctoral degree. Points are not added; the highest degree will be considered.

3) Credential: 1 point for California Preliminary Administrative Services Credential; 2 points for California Clear Administrative Services Credential. Points are not added.

4) Prior Experience: Cap of 15 years will be applied for prior full-time, full-year school leader, teaching, and other related field work experience. See the table above for coefficients. For prior experience that is more than 15 years, experience with higher coefficients will be prioritized, i.e., principal experience will be considered first, followed by AP/Dean experience and other related field work experience. Student teaching as part of the credentialing program does not count for experience. Employees need to verify their prior employment. Final decision will be made by the Home Office.

5) MPS experience is valued more than prior experience; both full and partial MPS years will be added and the sum will be rounded to the lower multiple of one-half.

\* Total experience, i.e., the sum of prior experience and MPS experience will be capped at 25 years. For total experience that is more than 25 years, MPS experience will be considered before prior experience and experience with higher coefficients will be prioritized. See the table above for experience in priority order to be counted towards the 25 years.

**3) EMPLOYEE PERFORMANCE PAY**

Available Performance Pay	
School Leader Positions	\$4,000

End-of-Year Overall Evaluation Ratings	
<u>Rating</u>	<u>Earns % of Available Performance Pay</u>
4: Highly Effective (HE)	100%
3: Effective (E)	50%
2: Developing (D)	N/A
1: Ineffective (I)	N/A

Narrative:
<p>1) The Home Office will develop a performance evaluation system where employees will earn annual performance points out of 100.</p> <p>2) Employees who receive a “4: Highly Effective (HE)” rating on their end-of-year overall evaluation will earn 100% of the available performance pay and those who receive a “3: Effective (E)” rating will earn 50% of the available performance pay.</p> <p>3) Available performance pay will be a maximum of \$4,000 for school leader positions.</p> <p>4) Performance pay is given to existing full-time employees based on their performance in the finished year. Only those full-time employees who have finished the year at MPS and completed at least 90 business days in the finished year will be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year. Performance pay is <b>NOT</b> part of the employee’s base salary and will be paid separately in a <b>one-time lump-sum amount</b> in July immediately following the school year during which the performance was evaluated. (See "Employee Performance" for details.)</p> <p>5) MPS believes in use of data in determining employee performance. As explained in detail in MPS’ board-approved employee evaluation protocols, survey and student assessment data as well as supervisor’s evaluation of the employee on California Professional Standards for Educational Leaders (CPSEL) are used in school leader evaluations.</p>

**Revision History:**

<b>Revision</b>	<b>Date</b>	<b>Description of changes</b>	<b>Requested By</b>
0	5/12/14	Initial Release	David Yilmaz
1	3/25/15	One percent is added to base pay (excluding benefits); base school salaries and coefficients for employee qualifications are revised.	Oswaldo Diaz
2	5/12/16	Salary bands are introduced.	Terri Boatman
3	3/8/18	Edited to reflect new base school salaries and language for employee evaluation ratings. The band maximums, coefficients for employee qualifications, and available performance pay amounts are revised; school enrollment is made a factor in principal position points. Added details for performance pay. Also added language for signing bonus, waiver, and rounding semi-monthly salary to the next whole dollar amount.	David Yilmaz
4	3/21/19	-Base school salary increased from \$46,600 to \$50,000  -Position points for Assistant Principal/Dean under the "Employee Qualifications Pay" increased from 15 points to 20 points. (Proposed separately in Board Agenda Item III. C)	Suat Acar

# Cover Sheet

## MPS Employee Pay Raise Scale for School Leader Positions

**Section:** III. Action Items  
**Item:** B. MPS Employee Pay Raise Scale for School Leader Positions  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** III B School Leaders Pay Scale.pdf  
REVISED III B Leader Pay Scale.pdf



Board Agenda Item #	Agenda # III B- Action Item
Date:	03/21/2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Suat Acar, Chief Operations Officer
RE:	MPS Employee Pay Raise Scale for Assistant Principal/Dean Position

### Proposed Board Motion

I move the board to approve the new MPS Pay Raise Salary Scale for Assistant Principal/Dean Positions.

### Introduction

MPS Operations Department Proposes increasing the positions pay under the qualifications pay for the Assistant Principal/Dean Positions -only- from 15 points to 20 points starting from 2019-20 fiscal year. Each point refers to \$1,015.00 in the current and proposed salary scale with no change.

### Background

After speaking with the site principals, the principals mentioned the overload on the Assistant Principals/Deans and requested additional salary increase.

### Analysis & Budget impact

Below is a chart showing the number of deans per site who will get additional \$5,075.00 (5 points x \$1,015) increase to their qualifications pays. The dollar amounts are the gross increases per site.

<b>K</b>	<b>CURRENT ASSISTANT PRINCIPAL/DEAN POSITION QUALIFICATION POINT</b>	15
<b>L</b>	<b>PROPOSED DEAN ASSISTANT PRINCIPAL/DEAN POSITION QUALIFICATION POINT</b>	20
<b>M</b>	<b>PROPOSED POINT CHANGE (L-K)</b>	5
<b>N</b>	<b>POINT DOLLAR VALUE</b>	\$1,015
<b>P</b>	<b>PROPOSED \$ CHANGE FOR ASSISTANT PRINCIPAL/DEAN POSITION (M*N)</b>	\$5,075
	<b>A</b>	<b>A*P</b>
<b>SCHOOL</b>	<b># OF ASSISTANT PRINCIPAL/DEANS</b>	<b>TOTAL EXPECTED IMPACT</b>
MSA-1	4	\$20,300
MSA-2	3	\$15,225
MSA-3	3	\$15,225
MSA-4	1	\$5,075
MSA-5	1	\$5,075
MSA-6	1	\$5,075
MSA-7	1	\$5,075
MSA-8	3	\$15,225
MSA-SA	4	\$20,300
MSA-SD	3	\$15,225
<b>TOTAL</b>	<b>24</b>	<b>\$121,800</b>



# **MPS EMPLOYEE PAY RAISE SCALE**

## **SCHOOL LEADER POSITIONS**

Last Amended: 3/21/19



MPS EMPLOYEE PAY RAISE SCALE (SCHOOL LEADER POSITIONS)

**SALARY CALCULATIONS**

**Components of Employee Pay**

School Level: School Leader Positions		
1	<div style="border: 1px dashed black; padding: 5px; display: inline-block;"> <p><b>Base School Salary</b></p> </div>	
	+	➔ Base Employee Salary
2	<div style="border: 1px dashed black; padding: 5px; display: inline-block;"> <p><b>Employee Qualifications Pay</b></p> </div>	
	+	
3	<p><b>Employee Performance Pay</b></p>	

**Narrative:**

- 1) The MPS Board of Directors will closely work with the Home Office to review and update this employee pay raise scale and approve it at one of its meetings prior to the fiscal year to which it applies.
- 2) This Board-approved pay raise scale will be in effect as of July 1, 2018 and until the next Board approval of an updated scale. MPS reserves the right to modify this pay raise scale, as well as any policies affecting employee compensation, including but not limited to maintaining any pay raise scale at all.
- 3) This policy replaces and overrides any previous pay/bonus policy.
- 4) This pay raise scale applies to all full-time school leaders, i.e., principals, APs, and deans.
- 5) Pay for school leader positions has three major components: base school salary, employee qualifications pay, and employee performance pay. Base school salary and the employee qualifications pay make up the base employee salary. Employee Performance Pay is a variable pay based on employee's performance rating and is not part of the base employee salary.
- 6) Performance pay is given to existing full-time employees based on their performance in the finished year. Only those full-time employees who have finished the year at MPS and completed at least 90 business days in the finished year will be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year. Performance pay is **NOT** part of the employee's base salary and will be paid separately in a **one-time lump-sum amount** in July immediately following the school year during which the performance was evaluated. (See "Employee Performance" for details.)
- 7) The following salary bands will be applied to school leader positions:
 

Assistant Principal/Dean	Minimum: \$70,000	Maximum: \$100,000
--------------------------	-------------------	--------------------

Principal	Minimum: \$90,000	Maximum: \$130,000
<p>If the pay raise calculations for a school leader result in an amount either below the band minimum or above the band maximum, the minimum or the maximum amounts will be applied respectively.</p> <p>8) Employees will be able to update their degree or credential during the new work year, and these updated qualifications will be used in prorated salary calculations as of the date of submission.</p> <p>9) MPS would like to pay the semi-monthly salaries in whole dollar amounts; therefore, any semi-monthly salary that is not in whole dollar amount will be rounded up to the next whole dollar amount and the annual pay amount will be adjusted accordingly.</p> <p>10) Retroactive salary increases are not permitted.</p> <p>11) For employment-based visa holders, proposed salary based on scale cannot be under the prevailing wages as determined by the DOL.</p> <p>12) A one-time signing bonus may be provided to new employees for hard-to-fill positions upon approval by the CEO on a case by case basis. Also, the pay raise scale limitations may be waived in unique situations with approval from the CEO that the waiver is financially sound, academically necessary, and consistent with MPS' commitment to equal opportunities for all staff without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, and all other bases as described by the EEOC. (See the Employee Handbook for details.)</p> <p>13) Whether identified or not in this scale, the Home Office will make the final determination regarding salary calculations for any employee at any position and has the authority to make any revisions based on changing budget conditions.</p>		

**1) BASE SCHOOL SALARY**

Base School Salary		
<u>Location</u>	<u>School</u>	<u>Base</u>
Los Angeles County (Reseda)	MSA-1	\$50,000
Los Angeles County (Van Nuys)	MSA-2	\$50,000
Los Angeles County (Carson)	MSA-3	\$50,000
Los Angeles County (Los Angeles)	MSA-4	\$50,000
Los Angeles County (Reseda)	MSA-5	\$50,000
Los Angeles County (Los Angeles)	MSA-6	\$50,000
Los Angeles County (Northridge)	MSA-7	\$50,000
Los Angeles County (Bell)	MSA-Bell	\$50,000
San Diego County (San Diego)	MSA-San Diego	\$50,000
Orange County (Santa Ana)	MSA-Santa Ana	\$50,000

**Narrative:**

- 1) The Base School Salary for each school is determined based on the specific school budget, size, and challenge, as well as the cost of living at the school location.
- 2) Based on the above parameters, the Board may adjust the Base School Salaries each year.

**2) EMPLOYEE QUALIFICATIONS PAY**

<b>Qualifications</b>				
<b>Field #</b>	<b>Qualification</b>	<b>Coefficient</b>	<b>Points</b>	<b>Max</b>
1	Position	\$1,015	See table below.	50
2	Degree	\$1,015	1 or 3. See notes.	3
3	Credential	\$1,015	1 or 2. See notes.	2
4	Prior Experience (Other)	\$750	1 for each year up to 15	15
5	Prior Experience (AP/Dean)	\$1,125	1 for each year up to 15	15
6	Prior Experience (Principal)	\$1,350	1 for each year up to 15	15
7	MPS Experience (Other)	\$1,015	1 for each year up to a total* of 25	25
8	MPS Experience (AP/Dean)	\$1,250	1 for each year up to a total* of 25	25
9	MPS Experience (Principal)	\$1,500	1 for each year up to a total* of 25	25

<b>Position Points</b>				
Assistant Principal/Dean	20			
Principal	School Enrollment:			
Grade Span:	0-199	200-399	400-599	600+
K-5 or 6-8	25	30	35	40
K-8, 9-12 or 6-12	30	35	40	45
K-12	35	40	45	50

<b>Experience</b>						
Lower Priority			→	Higher Priority		
Prior Experience (Other)	Prior Experience (AP/Dean)	Prior Experience (Principal)	MPS Experience (Other)	MPS Experience (AP/Dean)	MPS Experience (Principal)	
Prior experience capped at 15 years			Total experience* capped at 25 years			

<b>Narrative:</b>
1) Position: See the table above for points for each position. Principal's position points will be based on the grade span of the school for the new work year and the school enrollment based on the P-2 report of the current year. Based on Census Day data of the new work year, i.e., first Wednesday of October, if an increase in enrollment requires an adjustment to the position points, updated position points will be used in prorated salary calculations as of November. Final decision will be made by the Home Office for extenuating circumstances.

2) Degree: 1 point for master's degree; 3 points for doctoral degree. Points are not added; the highest degree will be considered.

3) Credential: 1 point for California Preliminary Administrative Services Credential; 2 points for California Clear Administrative Services Credential. Points are not added.

4) Prior Experience: Cap of 15 years will be applied for prior full-time, full-year school leader, teaching, and other related field work experience. See the table above for coefficients. For prior experience that is more than 15 years, experience with higher coefficients will be prioritized, i.e., principal experience will be considered first, followed by AP/Dean experience and other related field work experience. Student teaching as part of the credentialing program does not count for experience. Employees need to verify their prior employment. Final decision will be made by the Home Office.

5) MPS experience is valued more than prior experience; both full and partial MPS years will be added and the sum will be rounded to the lower multiple of one-half.

\* Total experience, i.e., the sum of prior experience and MPS experience will be capped at 25 years. For total experience that is more than 25 years, MPS experience will be considered before prior experience and experience with higher coefficients will be prioritized. See the table above for experience in priority order to be counted towards the 25 years.

**3) EMPLOYEE PERFORMANCE PAY**

Available Performance Pay	
School Leader Positions	\$4,000

End-of-Year Overall Evaluation Ratings	
<b>Rating</b>	<b>Earns % of Available Performance Pay</b>
4: Highly Effective (HE)	100%
3: Effective (E)	50%
2: Developing (D)	N/A
1: Ineffective (I)	N/A

Narrative:
<p>1) The Home Office will develop a performance evaluation system where employees will earn annual performance points out of 100.</p> <p>2) Employees who receive a “4: Highly Effective (HE)” rating on their end-of-year overall evaluation will earn 100% of the available performance pay and those who receive a “3: Effective (E)” rating will earn 50% of the available performance pay.</p> <p>3) Available performance pay will be a maximum of \$4,000 for school leader positions.</p> <p>4) Performance pay is given to existing full-time employees based on their performance in the finished year. Only those full-time employees who have finished the year at MPS and completed at least 90 business days in the finished year will be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year. Performance pay is <b>NOT</b> part of the employee’s base salary and will be paid separately in a <b>one-time lump-sum amount</b> in July immediately following the school year during which the performance was evaluated. (See "Employee Performance" for details.)</p> <p>5) MPS believes in use of data in determining employee performance. As explained in detail in MPS’ board-approved employee evaluation protocols, survey and student assessment data as well as supervisor’s evaluation of the employee on California Professional Standards for Educational Leaders (CPSEL) are used in school leader evaluations.</p>

**Revision History:**

<b>Revision</b>	<b>Date</b>	<b>Description of changes</b>	<b>Requested By</b>
0	5/12/14	Initial Release	David Yilmaz
1	3/25/15	One percent is added to base pay (excluding benefits); base school salaries and coefficients for employee qualifications are revised.	Oswaldo Diaz
2	5/12/16	Salary bands are introduced.	Terri Boatman
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4	3/21/19	-Base school salary increased from \$46,600 to \$50,000 (Proposed separately in Board Agenda Item III. B)  -Position points for Assistant Principal/Dean under the "Employee Qualifications Pay" increased from 15 points to 20 points. (Proposed in Board Agenda Item III. C)	Suat Acar



Board Agenda Item #	Agenda # II B
Date:	03/21/2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Suat Acar, Chief Operations Officer
RE:	MPS Employee Pay Raise Scale for Assistant Principal/Dean Position

### Proposed Board Motion

I move the board to approve the new MPS Pay Raise Salary Scale for Assistant Principal/Dean Positions.

### Introduction

MPS Operations Department Proposes increasing the positions pay under the qualifications pay for the Assistant Principal/Dean Positions -only- from 15 points to 20 points starting from 2019-20 fiscal year. Each point refers to \$1,015.00 in the current and proposed salary scale with no change.

### Background

After speaking with the site principals, the principals mentioned the overload on the Assistant Principals/Deans and requested additional salary increase.

### Analysis & Budget impact

Below is a chart showing the number of deans per site who will get additional \$5,075.00 (5 points x \$1,015) increase to their qualifications pays. The dollar amounts are the gross increases per site.



<b>K</b>	<b>CURRENT ASSISTANT PRINCIPAL/DEAN POSITION QUALIFICATION POINT</b>	15
<b>L</b>	<b>PROPOSED DEAN ASSISTANT PRINCIPAL/DEAN POSITION QUALIFICATION POINT</b>	20
<b>M</b>	<b>PROPOSED POINT CHANGE (L-K)</b>	5
<b>N</b>	<b>POINT DOLLAR VALUE</b>	\$1,015
<b>P</b>	<b>PROPOSED \$ CHANGE FOR ASSISTANT PRINCIPAL/DEAN POSITION (M*N)</b>	\$5,075
	<b>A</b>	<b>A*P</b>
<b>SCHOOL</b>	<b># OF ASSISTANT PRINCIPAL/DEANS</b>	<b>TOTAL EXPECTED IMPACT</b>
MSA-1	4	\$20,300
MSA-2	3	\$15,225
MSA-3	3	\$15,225
MSA-4	1	\$5,075
MSA-5	1	\$5,075
MSA-6	1	\$5,075
MSA-7	1	\$5,075
MSA-8	3	\$15,225
MSA-SA	4	\$20,300
MSA-SD	3	\$15,225
<b>TOTAL</b>	<b>24</b>	<b>\$121,800</b>



# **MPS EMPLOYEE PAY RAISE SCALE**

## **SCHOOL LEADER POSITIONS**

Last Amended: 3/21/19

MPS EMPLOYEE PAY RAISE SCALE (SCHOOL LEADER POSITIONS)

**SALARY CALCULATIONS**

**Components of Employee Pay**

School Level: School Leader Positions		
1	<div style="border: 1px dashed black; padding: 5px;"> <p><b>Base School Salary</b></p> </div>	
	+	➔ Base Employee Salary
2	<div style="border: 1px dashed black; padding: 5px;"> <p><b>Employee Qualifications Pay</b></p> </div>	
	+	
3	<p><b>Employee Performance Pay</b></p>	

**Narrative:**

- 1) The MPS Board of Directors will closely work with the Home Office to review and update this employee pay raise scale and approve it at one of its meetings prior to the fiscal year to which it applies.
- 2) This Board-approved pay raise scale will be in effect as of July 1, 2018 and until the next Board approval of an updated scale. MPS reserves the right to modify this pay raise scale, as well as any policies affecting employee compensation, including but not limited to maintaining any pay raise scale at all.
- 3) This policy replaces and overrides any previous pay/bonus policy.
- 4) This pay raise scale applies to all full-time school leaders, i.e., principals, APs, and deans.
- 5) Pay for school leader positions has three major components: base school salary, employee qualifications pay, and employee performance pay. Base school salary and the employee qualifications pay make up the base employee salary. Employee Performance Pay is a variable pay based on employee's performance rating and is not part of the base employee salary.
- 6) Performance pay is given to existing full-time employees based on their performance in the finished year. Only those full-time employees who have finished the year at MPS and completed at least 90 business days in the finished year will be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year. Performance pay is **NOT** part of the employee's base salary and will be paid separately in a **one-time lump-sum amount** in July immediately following the school year during which the performance was evaluated. (See "Employee Performance" for details.)
- 7) The following salary bands will be applied to school leader positions:
 

Assistant Principal/Dean	Minimum: \$70,000	Maximum: \$100,000
--------------------------	-------------------	--------------------

Principal	Minimum: \$90,000	Maximum: \$130,000
<p>If the pay raise calculations for a school leader result in an amount either below the band minimum or above the band maximum, the minimum or the maximum amounts will be applied respectively.</p> <p>8) Employees will be able to update their degree or credential during the new work year, and these updated qualifications will be used in prorated salary calculations as of the date of submission.</p> <p>9) MPS would like to pay the semi-monthly salaries in whole dollar amounts; therefore, any semi-monthly salary that is not in whole dollar amount will be rounded up to the next whole dollar amount and the annual pay amount will be adjusted accordingly.</p> <p>10) Retroactive salary increases are not permitted.</p> <p>11) For employment-based visa holders, proposed salary based on scale cannot be under the prevailing wages as determined by the DOL.</p> <p>12) A one-time signing bonus may be provided to new employees for hard-to-fill positions upon approval by the CEO on a case by case basis. Also, the pay raise scale limitations may be waived in unique situations with approval from the CEO that the waiver is financially sound, academically necessary, and consistent with MPS' commitment to equal opportunities for all staff without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, and all other bases as described by the EEOC. (See the Employee Handbook for details.)</p> <p>13) Whether identified or not in this scale, the Home Office will make the final determination regarding salary calculations for any employee at any position and has the authority to make any revisions based on changing budget conditions.</p>		

**1) BASE SCHOOL SALARY**

Base School Salary		
<u>Location</u>	<u>School</u>	<u>Base</u>
Los Angeles County (Reseda)	MSA-1	\$50,000
Los Angeles County (Van Nuys)	MSA-2	\$50,000
Los Angeles County (Carson)	MSA-3	\$50,000
Los Angeles County (Los Angeles)	MSA-4	\$50,000
Los Angeles County (Reseda)	MSA-5	\$50,000
Los Angeles County (Los Angeles)	MSA-6	\$50,000
Los Angeles County (Northridge)	MSA-7	\$50,000
Los Angeles County (Bell)	MSA-Bell	\$50,000
San Diego County (San Diego)	MSA-San Diego	\$48,000
Orange County (Santa Ana)	MSA-Santa Ana	\$48,000

**Narrative:**

- 1) The Base School Salary for each school is determined based on the specific school budget, size, and challenge, as well as the cost of living at the school location.
- 2) Based on the above parameters, the Board may adjust the Base School Salaries each year.

**2) EMPLOYEE QUALIFICATIONS PAY**

<b>Qualifications</b>				
<b>Field #</b>	<b>Qualification</b>	<b>Coefficient</b>	<b>Points</b>	<b>Max</b>
1	Position	\$1,015	See table below.	50
2	Degree	\$1,015	1 or 3. See notes.	3
3	Credential	\$1,015	1 or 2. See notes.	2
4	Prior Experience (Other)	\$750	1 for each year up to 15	15
5	Prior Experience (AP/Dean)	\$1,125	1 for each year up to 15	15
6	Prior Experience (Principal)	\$1,350	1 for each year up to 15	15
7	MPS Experience (Other)	\$1,015	1 for each year up to a total* of 25	25
8	MPS Experience (AP/Dean)	\$1,250	1 for each year up to a total* of 25	25
9	MPS Experience (Principal)	\$1,500	1 for each year up to a total* of 25	25

<b>Position Points</b>				
Assistant Principal/Dean	20			
Principal	School Enrollment:			
Grade Span:	0-199	200-399	400-599	600+
K-5 or 6-8	25	30	35	40
K-8, 9-12 or 6-12	30	35	40	45
K-12	35	40	45	50

<b>Experience</b>						
Lower Priority			→	Higher Priority		
Prior Experience (Other)	Prior Experience (AP/Dean)	Prior Experience (Principal)	MPS Experience (Other)	MPS Experience (AP/Dean)	MPS Experience (Principal)	
Prior experience capped at 15 years			Total experience* capped at 25 years			

<b>Narrative:</b>
1) Position: See the table above for points for each position. Principal's position points will be based on the grade span of the school for the new work year and the school enrollment based on the P-2 report of the current year. Based on Census Day data of the new work year, i.e., first Wednesday of October, if an increase in enrollment requires an adjustment to the position points, updated position points will be used in prorated salary calculations as of November. Final decision will be made by the Home Office for extenuating circumstances.

2) Degree: 1 point for master's degree; 3 points for doctoral degree. Points are not added; the highest degree will be considered.

3) Credential: 1 point for California Preliminary Administrative Services Credential; 2 points for California Clear Administrative Services Credential. Points are not added.

4) Prior Experience: Cap of 15 years will be applied for prior full-time, full-year school leader, teaching, and other related field work experience. See the table above for coefficients. For prior experience that is more than 15 years, experience with higher coefficients will be prioritized, i.e., principal experience will be considered first, followed by AP/Dean experience and other related field work experience. Student teaching as part of the credentialing program does not count for experience. Employees need to verify their prior employment. Final decision will be made by the Home Office.

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\* Total experience, i.e., the sum of prior experience and MPS experience will be capped at 25 years. For total experience that is more than 25 years, MPS experience will be considered before prior experience and experience with higher coefficients will be prioritized. See the table above for experience in priority order to be counted towards the 25 years.

**3) EMPLOYEE PERFORMANCE PAY**

Available Performance Pay	
School Leader Positions	\$4,000

End-of-Year Overall Evaluation Ratings	
Rating	Earns % of Available Performance Pay
4: Highly Effective (HE)	100%
3: Effective (E)	50%
2: Developing (D)	N/A
1: Ineffective (I)	N/A

**Narrative:**

1) The Home Office will develop a performance evaluation system where employees will earn annual performance points out of 100.

2) Employees who receive a “4: Highly Effective (HE)” rating on their end-of-year overall evaluation will earn 100% of the available performance pay and those who receive a “3: Effective (E)” rating will earn 50% of the available performance pay.

3) Available performance pay will be a maximum of \$4,000 for school leader positions.

4) Performance pay is given to existing full-time employees based on their performance in the finished year. Only those full-time employees who have finished the year at MPS and completed at least 90 business days in the finished year will be eligible for performance pay. No performance pay will be given in the case of voluntary or involuntary termination before the end of the school year. Performance pay is **NOT** part of the employee’s base salary and will be paid separately in a **one-time lump-sum amount** in July immediately following the school year during which the performance was evaluated. (See "Employee Performance" for details.)

5) MPS believes in use of data in determining employee performance. As explained in detail in MPS’ board-approved employee evaluation protocols, survey and student assessment data as well as supervisor’s evaluation of the employee on California Professional Standards for Educational Leaders (CPSEL) are used in school leader evaluations.



**Revision History:**

<b>Revision</b>	<b>Date</b>	<b>Description of changes</b>	<b>Requested By</b>
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4	3/21/19	-Base school salary increased from \$46,600 to \$50,000 for MSA-1 through MSA-8 and from \$46,600 to \$48,000 for MSA-Santa Ana and MSA-San Diego (Proposed separately in Board Agenda Item III. B)  -Position points for Assistant Principal/Dean under the "Employee Qualifications Pay" increased from 15 points to 20 points. (Proposed in Board Agenda Item III. C)	Suat Acar

# Cover Sheet

## Approval of Facility Clerk for the Home Office Facility Department

**Section:** III. Action Items  
**Item:** C. Approval of Facility Clerk for the Home Office Facility  
Department  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** III C Approval to Hire Facilities Clerk for Home Office.pdf



Board Agenda Item #:	III C - Action Item
Date:	March 21, 2019
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS") Board of Directors (the "Board")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Approval to Hire a Project Manager / Facilities Clerk for the Facilities Department to Work under the Supervision of the Director of Facilities

## I. Proposed Recommendation

Staff recommends and moves that the Board authorize MPS management to hire a facilities clerk / project manager to work under the guidance and supervision of the Director of Facilities for the purpose of supporting all MPS schools with facilities related matters and issues.

## II. Background

Presently, Mr. Patrick Ontiveros splits his time between legal matters and facilities matters each of which individually demands a great deal of attention. MPS's schools would be better supported if at least one additional person were dedicated to helping address facilities issues in a timely manner.

## III. Duties of a Project Manager / Facilities Clerk

The facilities clerk will help the Director of Facilities address facilities matters in a timely manner. In the short term, the facilities clerk will assist with making sure that MPS spends all the grant money that sunsets in mid-2019, specifically its Prop 39 energy efficiency grants and its Charter School Facility Incentive Grants.

In addition, in no particular order of importance, the facilities clerk will help the Director of Facilities with the following duties:

- Assist with insure that all contracts are stored both in hard copy and electronic format in a logical manner
- Support annual prop 39 co-location requests
- Track and respond to all school site requests for support—for example, maintenance issues that arise from time to time



- Identify a bench of go to vendors for routine maintenance matters
- Assist with making sure vendors submit all documentation needed to pay said vendors and insuring that said vendors are paid on a timely basis
- Assist with site searches for schools desiring a private facility as opposed to being co-located with District schools
- Assist Director of Facilities with implementing an asset management system to insure the maintenance of all major facilities systems and assets
- Assist with project managing any capital improvement projects
- Supervise vendors contracted with to perform facilities related projects
- Assist Director of Facilities in addressing any issues that may arise at co-located sites
- Visit schools on a periodic basis to assess any support needed
- Assist Director of Facilities in preparing committee and board reports
- Maintain accurate file of all Certificates of Occupancy (CofO) and ensure that all schools adhere to their CofO occupancy limits
- Ensure that a database of individual lease terms is accurately maintained
- Other duties as assigned

The aforementioned list will be finalized by the C-Team prior to being published.

#### **IV. Budget Impacts**

MPS's head office budget can support the hiring of a project manager. Staff proposes that someone be hired on a "probationary" period for six months at a salary at or about \$50,000 per annum. After the probationary period, the individual would be promoted and his/her salary would be adjusted upwards accordingly. The higher salary to be determined by Staff. The cost of such individual will be included in the 2019-20 budget for the home office.

# Cover Sheet

## Approval of Payment for MSA-4 Facility Use Agreement Violation

**Section:** V. Additional Action Items  
**Item:** A. Approval of Payment for MSA-4 Facility Use Agreement  
Violation  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** V A MSA 4 Payment to LAUSD.pdf



Board Agenda Item #:	VA- Action Item
Date:	March 21, 2019
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	MPS Payment to LAUSD per Notice of Violation

## I. Proposed Recommendation

Staff recommends and moves that the Board authorize the payment to LAUSD of **\$25,772.92** per the notice of violation received from LAUSD for summer use of the Webster campus which allegedly violated the co-location agreement between MSA-4 and LAUSD.

## II. Background

MPS and MSA-4 entered into an educational collaboration agreement with Johns Hopkins University’s Center for Talented Youth for a summer program run at MSA-4’s campus at the Webster campus. Following completion of the summer program, MSA-4 received a notice of violation that specified that MSA-4’s use of the campus for the collaboration violated the co-location agreement entered into by and between MSA-4 and LAUSD.

## III. Budget Impacts

The cost of the fee will be paid by the MPS home office and will not impact MSA-4’s budget.

# Cover Sheet

## 2018-19 MPS Stakeholder Survey Results & Reflections and Public Feedback to Inform LCAP

**Section:** VI. Information/Discussion Items  
**Item:** A. 2018-19 MPS Stakeholder Survey Results & Reflections and  
Public Feedback to Inform LCAP  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** VI A 2018-19 MPS Stakeholder Survey Results.pdf



Board Agenda Item #	VI A- Discussion Item
Date:	March 21, 2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	David Yilmaz, Chief Accountability Officer
RE:	2018-19 MPS Stakeholder Survey Results & Reflections and Public Feedback to Inform LCAP

### Proposed Board Recommendation

Information/Discussion Item

### Background

#### ***Annual Stakeholder Surveys***

MPS annually conducts student, parent, and staff surveys to improve our stakeholders' school experience. Conducting such stakeholder surveys is an essential part of MPS' LCAP development process. State priority 6 under LCFF asks the schools to set annual measurable outcomes about school climate:

**School climate:** pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

MPS uses the *Panorama Education* online platform to conduct stakeholder surveys and analyze results. Our students and staff complete the survey online while parents have access to both online and paper surveys, in English and Spanish.

The survey questions were developed by WestEd for the California Department of Education and are used by the CORE Districts. The CORE Districts are situated in Fresno, Garden Grove, Long Beach, Los Angeles, Oakland, Sacramento, San Francisco and Santa Ana. Using the same survey enables MPS to compare its results with the average results of the CORE Districts.

Our typical timeline for stakeholder survey implementation is January through mid-February, with the intent to receive results by the end of February so that we can analyze the results in March to inform our LCAP and



budget development. The survey questions use Likert-type scale to measure school experience in eight topics for students (Topics 1-8) and four topics for parents and staff (Topics 1-4). Each topic has multiple questions that allow us to further analyze why a certain topic is rated relatively high or low. Following are the topics:

Topic 1:	Climate of Support for Academic Learning
Topic 2:	Knowledge and Fairness of Discipline, Rules and Norms
Topic 3:	Safety
Topic 4:	Sense of Belonging (School Connectedness)

In addition to the CORE Districts survey questions, MPS also asks our stakeholders an overall school experience question to measure stakeholders' overall satisfaction with the school.

Overall School Experience:

- **Overall, I am satisfied and would recommend this school to other students.**
- **Overall, I am satisfied and would recommend this school to other parents.**
- **Overall, I am satisfied and would recommend this school to other educators.**

To further engage our stakeholders in the evaluation of their experience MPS also asks three open-ended free-response questions:

- 1) WHAT DO YOU LIKE BEST ABOUT YOUR SCHOOL?
- 2) WHAT DO YOU LIKE LEAST ABOUT YOUR SCHOOL?
- 3) WHAT IS ONE SUGGESTION YOU WOULD LIKE TO OFFER TO IMPROVE YOUR SCHOOL?

### ***Why Are Stakeholder Surveys Important?***

#### *Student, Parent, and Staff Voices*

Research into school effectiveness indicates that student, parent, and staff voices play a powerful role in helping schools and districts learn how to improve stakeholders' school experience. Surveys have been the primary means of collecting student, parent, and staff voices about our stakeholders' school experience. MPS uses an online platform to provide students, parents, and staff with groups of questions that measure their perceptions of teaching and learning, as well as their perceptions of school climate and students' own strengths and weaknesses. MPS believes that students, parents, and staff have an essential role to play in informing school climate and effectiveness: this feedback instrument provides our employees with valuable data about how students see their classes, how much parents are involved, how supported staff feel and how to facilitate improvement.

Following are sample survey questions that MPS uses to hear student, parent, and staff voices.

Student Survey Sample Questions:

Besides many other aspects of their experience with the school, students are also asked their opinions about the support they get from the adults (teachers, school administration, the main office, and support staff), as well as their overall school satisfaction. Following are sample questions MPS asks students about the support they get.

How strongly do you agree or disagree with the following items?

- Adults at this school encourage me to work hard so I can be successful in college or at the job I choose.
- This school promotes academic success for all students.
- This school is a supportive and inviting place for students to learn.
- I feel close to people at this school.
- I am happy to be at this school.
- I feel like I am part of this school.
- I feel safe in my school.
- Adults at this school treat all students with respect.

Overall School Experience:

- **Overall, I am satisfied and would recommend this school to other students.**

Parent Survey Sample Questions:

Besides many other aspects of their experience with the school, parents are also asked their opinions about the support they get from the adults (teachers, school administration, the main office, and support staff), as well as their overall school satisfaction. Following are sample questions MPS asks parents about their experience.

How strongly do you agree or disagree with the following statements about your experience with this school this year?

- This school provides high quality instruction to my child.
- This school has high expectations for all students.
- I feel welcome to participate at this school.
- School staff treats me with respect.
- School staff takes my concerns seriously.
- School staff welcomes my suggestions.
- School staff responds to my needs in a timely manner.
- School staff is helpful.
- My child's background (race, ethnicity, religion, economic status) is valued at this school.

Overall School Experience:

- **Overall, I am satisfied and would recommend this school to other parents.**

Staff Survey Sample Questions:

Besides many other aspects of their experience with the school, staff are also asked their opinions about the support they get from other adults (teachers, school administration, the main office, and support staff), as well as their overall school satisfaction. Following are sample questions MPS asks staff about their experience.

Please rate how strongly you agree or disagree with following statements about this school.

- This school is a supportive and inviting place for students to learn.
- This school promotes academic success for all students.
- This school emphasizes helping students academically when they need it.
- ...

Please respond to the following questions about the adults in this school.

- How many adults at this school have close professional relationships with one another?
- How many adults at this school support and treat each other with respect?
- How many adults at this school feel a responsibility to improve this school?

For the following questions, please indicate how much you agree or disagree with following statements about this school.

- This school is a supportive and inviting place for staff to work.
- This school promotes trust and collegiality among staff.
- This school promotes personnel participation in decision-making that affects school practices and policies.

Overall School Experience:

- **Overall, I am satisfied and would recommend this school to other educators.**

### Using Student, Parent, and Staff Voices as a Measure of Employee Evaluation

Student, parent, and staff surveys provide valuable feedback to the employee about stakeholders' perceptions on employees' effectiveness. MPS makes every effort to reach out to our students, parents, and staff to ensure a high response rate on the surveys. MPS has designed its surveys so that they provide individualized feedback about a variety of topics, as well as stakeholders' overall school satisfaction. MPS will use both individualized and general feedback to provide constructive critical feedback to the employees. Employees can use this feedback to improve their effectiveness.

As Core Value Area 9 states, the employee "works positively as part of the organization, follows lines of communication, and understands contribution to total effort; exercises flexibility and willingness to be helpful in making necessary compromises to accomplish a common goal" and "maintains positive relationships and works collaboratively with colleagues, teachers, students, families, and community resources to support the success of the organization." Collaboration linked to shared goals focused on student achievement lead to higher levels of adult commitment and greater gains in student achievement. MPS values collective commitment and collaboration for shared goals; therefore, MPS will use the average approval rates on the student, parent, and staff surveys as a metric in employee evaluation.

MPS will use the survey average approval rates as a metric that represents stakeholder voices. MPS will base 15 percent of employee's end-of-year overall evaluation on student, parent, and staff surveys. Student, parent, and staff voices will share equal weights of 5 percent. The following table shows how average approval rates will be converted to points on the end-of-year overall evaluation. MPS will use both status (percent for current year) and change (percent change from prior year) in determining the final points for student, parent, and staff voices.

AVERAGE APPROVAL RATE		CHANGE (FROM PRIOR YEAR)				
		Declined Significantly by 10% or more	Declined by 5% to less than 10%	Maintained Declined or improved by less than 5%	Increased by 5% to less than 10%	Increased Significantly by 10% or more
STATUS (CURRENT YEAR)	Very High 85% or greater	4	4	5	5	5
	High 70% to less than 85%	3	4	4	4	5
	Medium 60% to less than 70%	2	3	3	4	4
	Low 50% to less than 60%	2	2	2	3	3
	Very Low Less than 50%	1	1	1	2	3

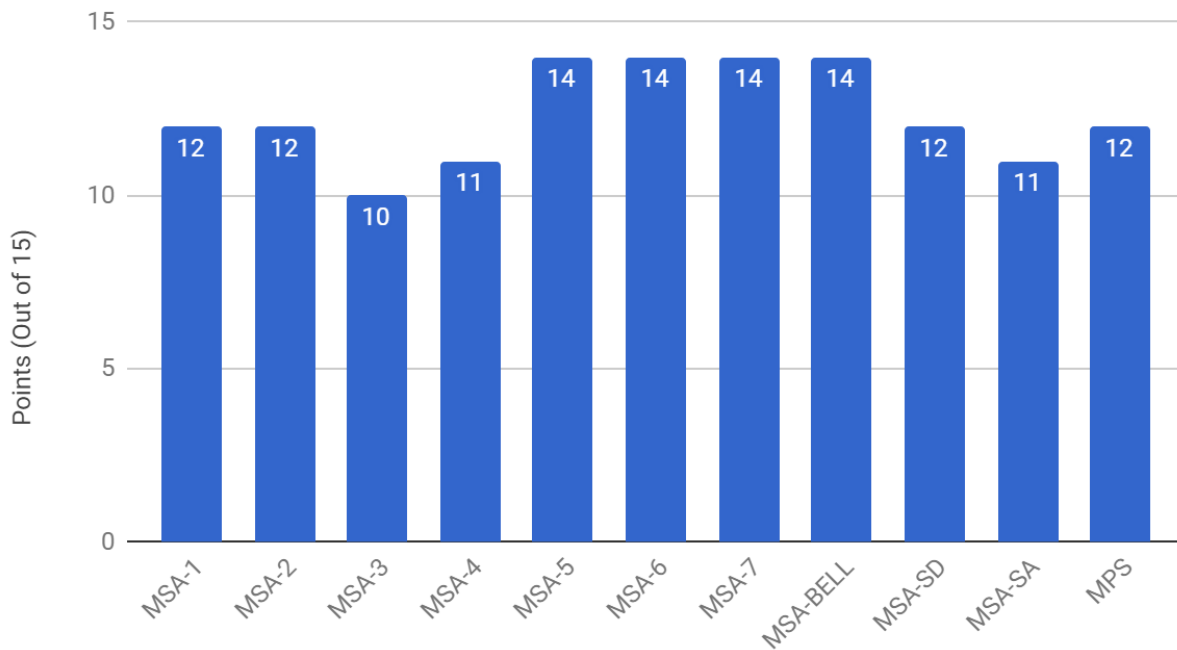
Example: A school with parent average approval rate of 75% in the current year and 63% in the prior year would earn its employees 5 points for parent voice on the end-of-year overall employee evaluation. Similarly, the same school with student average approval rates of 68% in the current year and 60% in the prior year would earn its employees 4 points for student voice. If staff average approval rate increased from 80% to 83% from the prior year, it would correspond to 4 points for staff voice. A total of 13 points (out of 15) would be used as the overall score for Student, Parent, and Staff Voices. *(For Home Office employees, overall MPS average approval rates will be used.)*

Employees are expected to check their school's targets for student, parent, and staff average approval rates in their Local Control and Accountability Plans (LCAP).

Using the table and the method described above, the following are the evaluation scores received by each MPS in 2018-19. **(Total points are out of 15.)**

AVERAGE APPROVAL Rates: 2018-19 vs. 2017-18													
	Student				Family				Staff				TOTAL
	2017-18	2018-19	Change	Points	2017-18	2018-19	Change	Points	2017-18	2018-19	Change	Points	
MSA-1	62%	66%	4%	3	91%	95%	4%	5	86%	81%	-5%	4	12
MSA-2	60%	63%	3%	3	91%	94%	3%	5	73%	73%	0%	4	12
MSA-3	59%	56%	-3%	2	91%	91%	0%	5	72%	69%	-3%	3	10
MSA-4	65%	58%	-7%	2	98%	94%	-4%	5	80%	71%	-9%	4	11
MSA-5	64%	72%	8%	4	97%	96%	-1%	5	93%	93%	0%	5	14
MSA-6	62%	70%	8%	4	97%	96%	-1%	5	95%	94%	-1%	5	14
MSA-7	69%	75%	6%	4	98%	98%	0%	5	92%	95%	3%	5	14
MSA-BELL	68%	71%	3%	4	96%	94%	-2%	5	78%	86%	8%	5	14
MSA-SD	66%	53%	-13%	2	92%	95%	3%	5	84%	85%	1%	5	12
MSA-SA	61%	59%	-2%	2	88%	89%	1%	5	64%	72%	8%	4	11
MPS	64%	63%	-1%	3	93%	94%	1%	5	79%	80%	1%	4	12

## 2018-19 Evaluation Points Based on the Stakeholder Survey Results



### ***Student SEL Surveys:***

Separate than the annual stakeholder experience survey, our “students” also take the CORE DISTRICTS Social Emotional Learning (SEL) survey in the fall and spring. The SEL survey asks questions in additional four topics which include indicators for social-emotional competencies:

- Growth Mindset;
- Self-Efficacy;
- Self-Management;
- Social Awareness.

As part of our MTSS efforts school leadership, teachers, and support staff analyze student SEL survey results in the fall to provide our students with targeted social-emotional support and then measure student responses again in the spring to measure growth, identify greatest progress and needs in order to inform our next steps.

Note: This document is about our reflections on the annual stakeholder experience survey results. Schools write their reflections on the student SEL surveys in a separate document.

**Participation Rates:**

In 2018-19, MPS had an average stakeholder participation rate of **96.1%** for students, **80.3%** for families, and **98.1%** for staff. (Last year the participations rates were 92.4%, 85.5%, and 95.5% respectively.)

2018-19 Survey Participation Rates									
	Students			Families			Staff		
MSA-1	100.0%	590	590	72.3%	331	458	100.0%	50	50
MSA-2	97.0%	417	430	103.4%	390	377	100.0%	40	40
MSA-3	96.8%	487	503	100.0%	425	425	100.0%	35	35
MSA-4	80.7%	142	176	18.1%	27	149	100.0%	15	15
MSA-5	99.6%	239	240	102.3%	219	214	100.0%	20	20
MSA-6	100.0%	160	160	86.8%	125	144	100.0%	14	14
MSA-7	99.1%	113	114	83.3%	199	239	100.0%	19	19
MSA-BELL	100.0%	463	463	95.4%	413	433	100.0%	38	38
MSA-SD	89.2%	356	399	55.4%	205	370	88.2%	30	34
MSA-SA	93.6%	469	501	62.1%	272	438	96.3%	52	54
AVERAGE	96.1%	3,436	3,576	80.3%	2,606	3,247	98.1%	313	319

As can be seen below, the majority of our schools met their LCAP survey participation rates:

Survey Participation Rates: 2018-19 vs. 2017-18															
	Students					Families					Staff				
	2017-18	2018-19	Change	2018-19 LCAP Target	Met?	2017-18	2018-19	Change	2018-19 LCAP Target	Met?	2017-18	2018-19	Change	2018-19 LCAP Target	Met?
MSA-1	93.2%	100.0%	6.8%	90.0%	Yes	94.8%	72.3%	-22.5%	95.0%	No	97.6%	100.0%	2.4%	85.0%	Yes
MSA-2	88.9%	97.0%	8.1%	85.0%	Yes	109.1%	103.4%	-5.7%	85.0%	Yes	94.7%	100.0%	5.3%	85.0%	Yes
MSA-3	86.3%	96.8%	10.5%	85.0%	Yes	90.7%	100.0%	9.3%	85.0%	Yes	100.0%	100.0%	0.0%	85.0%	Yes
MSA-4	97.8%	80.7%	-17.1%	90.0%	No	28.4%	18.1%	-10.3%	40.0%	No	100.0%	100.0%	0.0%	100.0%	Yes
MSA-5	96.7%	99.6%	2.9%	97.0%	Yes	96.2%	102.3%	6.1%	96.0%	Yes	100.0%	100.0%	0.0%	100.0%	Yes
MSA-6	99.4%	100.0%	0.6%	98.0%	Yes	84.2%	86.8%	2.6%	70.0%	Yes	100.0%	100.0%	0.0%	95.0%	Yes
MSA-7	98.7%	99.1%	0.4%	98.0%	Yes	98.3%	83.3%	-15.1%	98.0%	No	90.0%	100.0%	10.0%	90.0%	Yes
MSA-BELL	100.0%	100.0%	0.0%	90.0%	Yes	105.1%	95.4%	-9.7%	90.0%	Yes	100.0%	100.0%	0.0%	90.0%	Yes
MSA-SD	88.7%	89.2%	0.5%	85.0%	Yes	51.9%	55.4%	3.5%	55.0%	Yes	86.7%	88.2%	1.6%	85.0%	Yes
MSA-SA	88.5%	93.6%	5.1%	90.0%	Yes	70.7%	62.1%	-8.6%	80.0%	No	91.4%	96.3%	4.9%	90.0%	Yes
AVERAGE	92.4%	96.1%	3.7%			85.5%	80.3%	-5.2%			95.5%	98.1%	2.6%		

**Average Approval Rates**

The following tables show the **AVERAGE APPROVAL** rates based on our stakeholders' responses to **all questions**: **63%** for students; **94%** for parents; **80%** for staff. (Last year the average approval rates were 64%, 93%, and 79% respectively.)

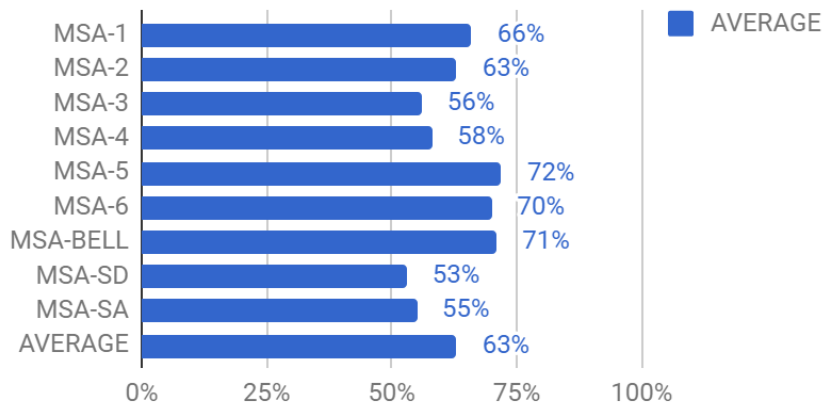
STUDENTS: **Average Approval Rate of 63%** compared to 64% last year

2018-19 Secondary Student Survey Summary - Percent Favorable						
	AVERAGE	Topic 1	Topic 2	Topic 3	Topic 4	OVERALL
MSA-1	66%	75%	62%	66%	56%	75%
MSA-2	63%	70%	58%	66%	56%	75%
MSA-3	56%	63%	53%	58%	47%	65%
MSA-4	58%	69%	51%	63%	51%	64%
MSA-5	72%	81%	74%	65%	66%	87%
MSA-6	70%	78%	66%	71%	63%	78%
MSA-BELL	71%	79%	69%	70%	67%	85%
MSA-SD	53%	60%	51%	54%	47%	64%
MSA-SA	55%	62%	49%	61%	45%	58%
AVERAGE	63%	70%	59%	64%	55%	73%

2018-19 Elementary Student Survey Summary - Percent Favorable						
	AVERAGE	Topic 1	Topic 2	Topic 3	Topic 4	OVERALL
MSA-7	75%	82%	77%	65%	76%	89%
MSA-SA	66%	72%	68%	59%	65%	80%
AVERAGE	69%	76%	72%	61%	69%	84%

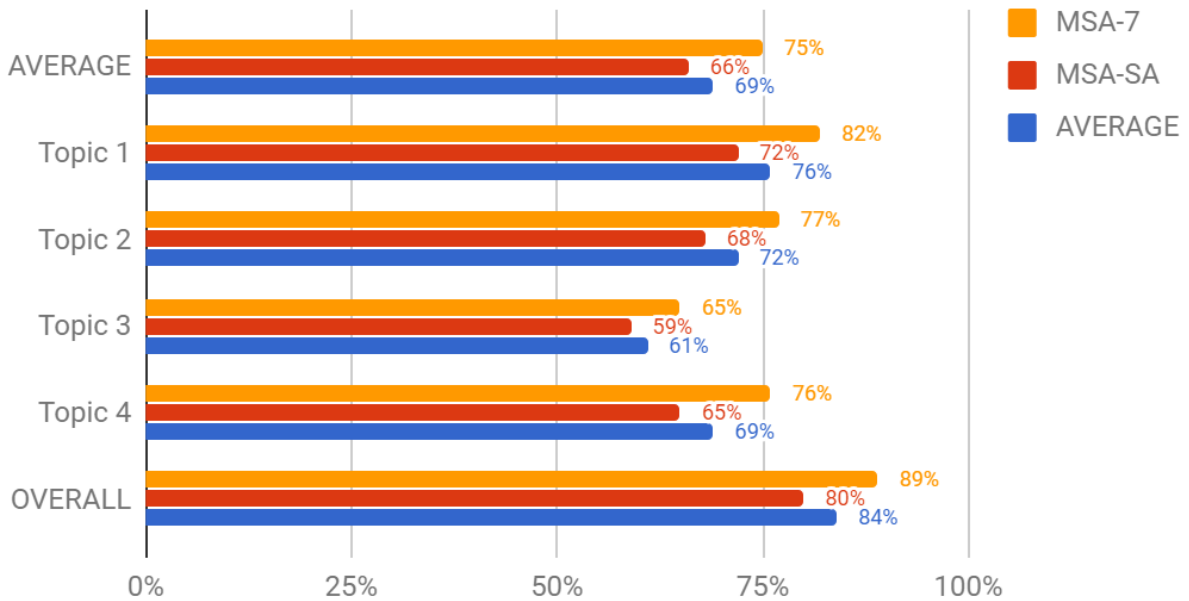
2018-19 Combined Student Survey Summary - Percent Favorable						
	AVERAGE	Topic 1	Topic 2	Topic 3	Topic 4	OVERALL
MSA-SA	59%	66%	56%	60%	52%	66%
MPS	63%	70%	60%	64%	56%	74%

**2018-19 SECONDARY STUDENT SURVEY - AVERAGE APPROVAL**



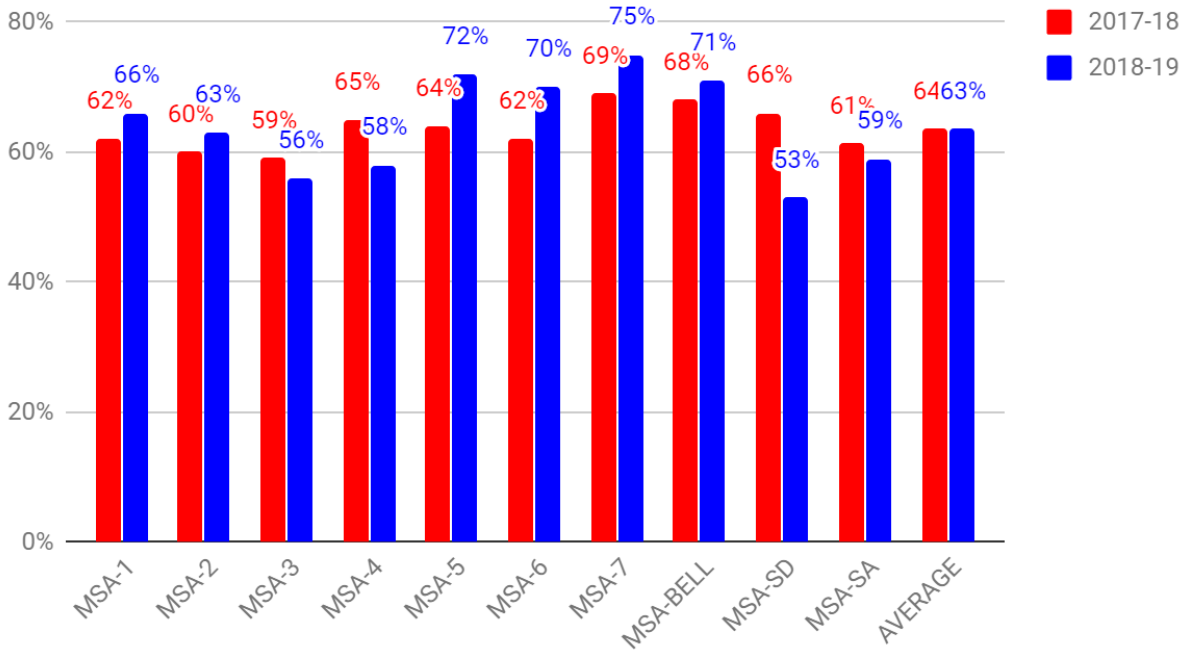


### 2018-19 ELEMENTARY STUDENT SURVEY - MSA-7, MSA-SA and MPS AVERAGE

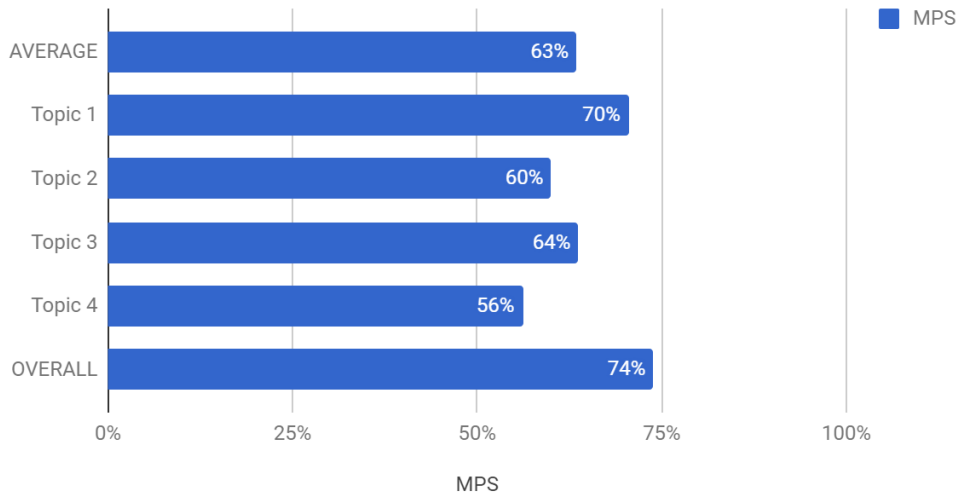


AVERAGE APPROVAL Rates: 2018-19 vs. 2017-18					
	Students				
	2017-18	2018-19	Change	2018-19 LCAP Target	Met?
MSA-1	62%	66%	4%	66%	Yes
MSA-2	60%	63%	3%	85%	No
MSA-3	59%	56%	-3%	69%	No
MSA-4	65%	58%	-7%	79%	No
MSA-5	64%	72%	8%	65%	Yes
MSA-6	62%	70%	8%	65%	Yes
MSA-7	69%	75%	6%	71%	Yes
MSA-BELL	68%	71%	3%	80%	No
MSA-SD	66%	53%	-13%	70%	No
MSA-SA	61%	59%	-2%	70%	No
AVERAGE	64%	63%	0%		

### 2018-19 vs. 2017-18 AVERAGE APPROVAL RATES - STUDENTS



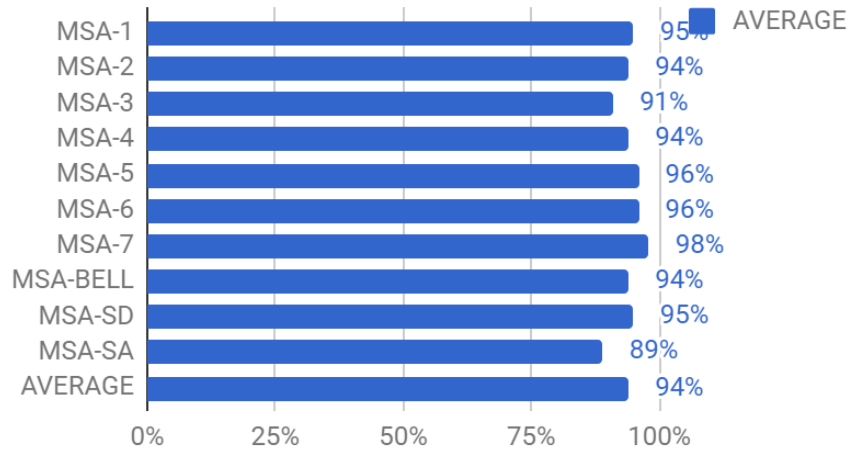
### 2018-19 ELEMENTARY & SECONDARY COMBINED STUDENT SURVEY SUMMARY BY TOPIC



FAMILIES: **Average Approval Rate of 94%** compared to 93% last year

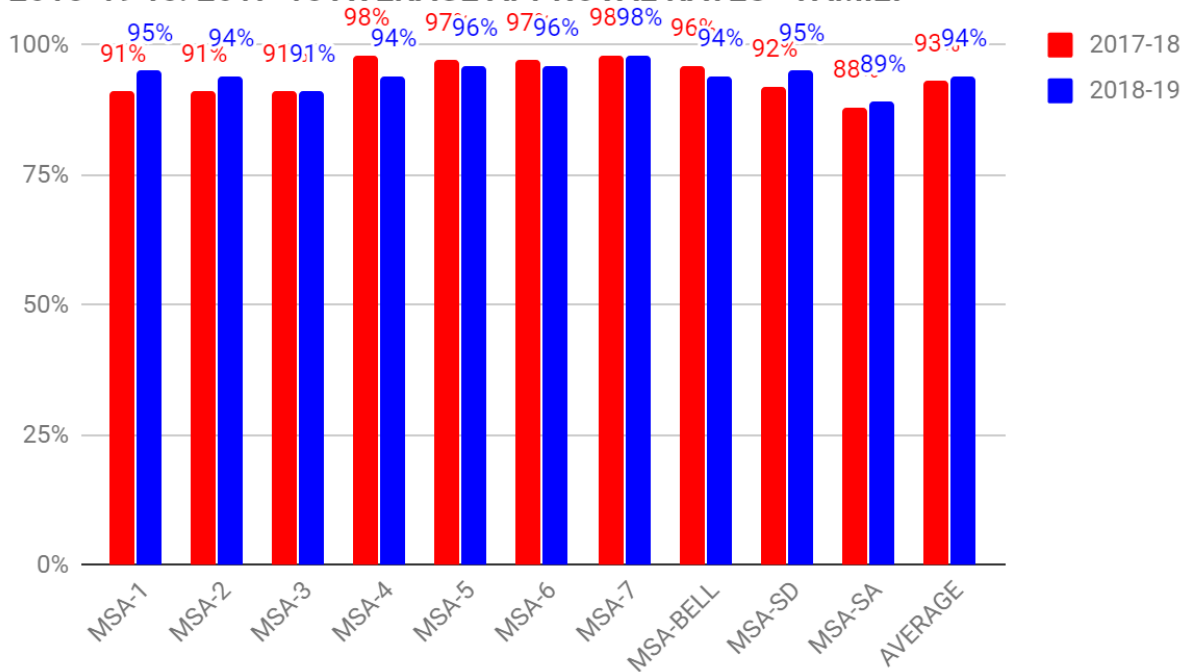
2018-19 Family Survey Summary - Percent Favorable						
	AVERAGE	Topic 1	Topic 2	Topic 3	Topic 4	OVERALL
MSA-1	95%	97%	93%	87%	97%	95%
MSA-2	94%	95%	93%	96%	94%	93%
MSA-3	91%	93%	88%	92%	92%	90%
MSA-4	94%	95%	96%	91%	94%	93%
MSA-5	96%	97%	94%	96%	96%	97%
MSA-6	96%	97%	94%	96%	96%	97%
MSA-7	98%	98%	98%	98%	98%	98%
MSA-BELL	94%	96%	94%	95%	94%	94%
MSA-SD	95%	96%	94%	97%	94%	92%
MSA-SA	89%	91%	87%	85%	91%	90%
<b>AVERAGE</b>	<b>94%</b>	<b>95%</b>	<b>93%</b>	<b>93%</b>	<b>95%</b>	<b>94%</b>

### 2018-19 FAMILY SURVEY - AVERAGE APPROVAL

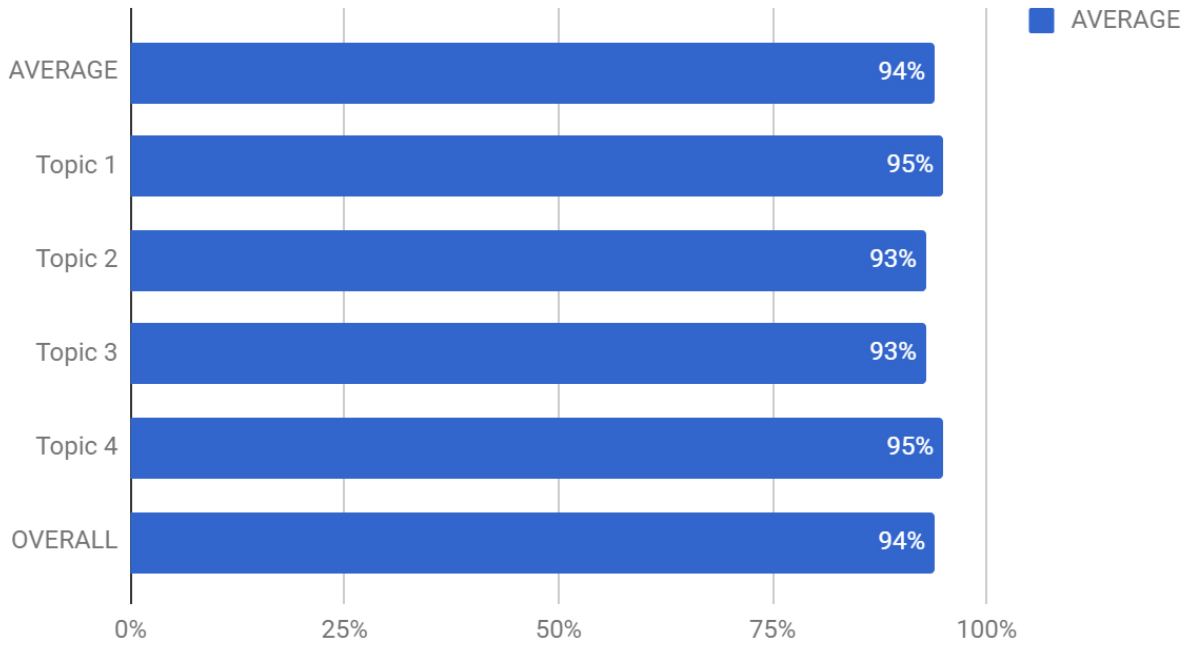


AVERAGE APPROVAL Rates: 2018-19 vs. 2017-18					
	Family				
	2017-18	2018-19	Change	2018-19 LCAP Target	Met?
MSA-1	91%	95%	4%	91%	Yes
MSA-2	91%	94%	3%	85%	Yes
MSA-3	91%	91%	0%	90%	Yes
MSA-4	98%	94%	-4%	99%	No
MSA-5	97%	96%	-1%	90%	Yes
MSA-6	97%	96%	-1%	95%	Yes
MSA-7	98%	98%	0%	98%	Yes
MSA-BELL	96%	94%	-2%	90%	Yes
MSA-SD	92%	95%	3%	95%	Yes
MSA-SA	88%	89%	1%	80%	Yes
AVERAGE	93%	94%	1%		

**2018-19 vs. 2017-18 AVERAGE APPROVAL RATES - FAMILY**



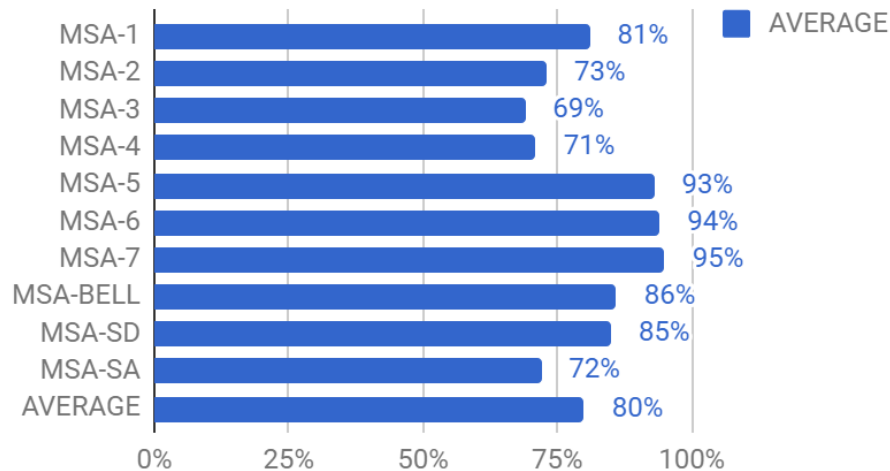
### 2018-19 Family Survey Summary - MPS Averages by Topic



STAFF: Average Approval Rate of **80%** compared to 79% last year

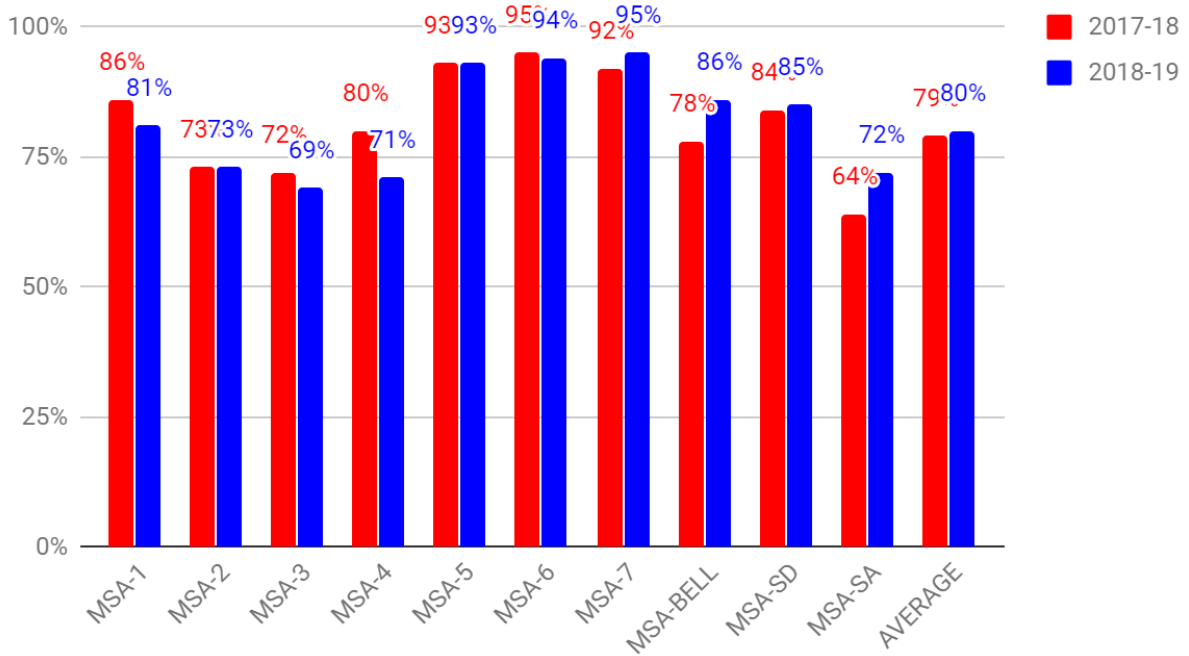
2018-19 Staff Survey Summary - Percent Favorable						
	AVERAGE	Topic 1	Topic 2	Topic 3	Topic 4	OVERALL
MSA-1	81%	92%	80%	80%	71%	84%
MSA-2	73%	85%	69%	62%	74%	77%
MSA-3	69%	90%	65%	50%	70%	83%
MSA-4	71%	89%	66%	57%	69%	87%
MSA-5	93%	98%	98%	83%	89%	100%
MSA-6	94%	100%	100%	79%	90%	93%
MSA-7	95%	100%	96%	94%	89%	95%
MSA-BELL	86%	98%	86%	71%	85%	95%
MSA-SD	85%	95%	81%	78%	87%	83%
MSA-SA	72%	86%	69%	57%	75%	75%
AVERAGE	80%	92%	78%	69%	78%	85%

### 2018-19 STAFF SURVEY - AVERAGE APPROVAL

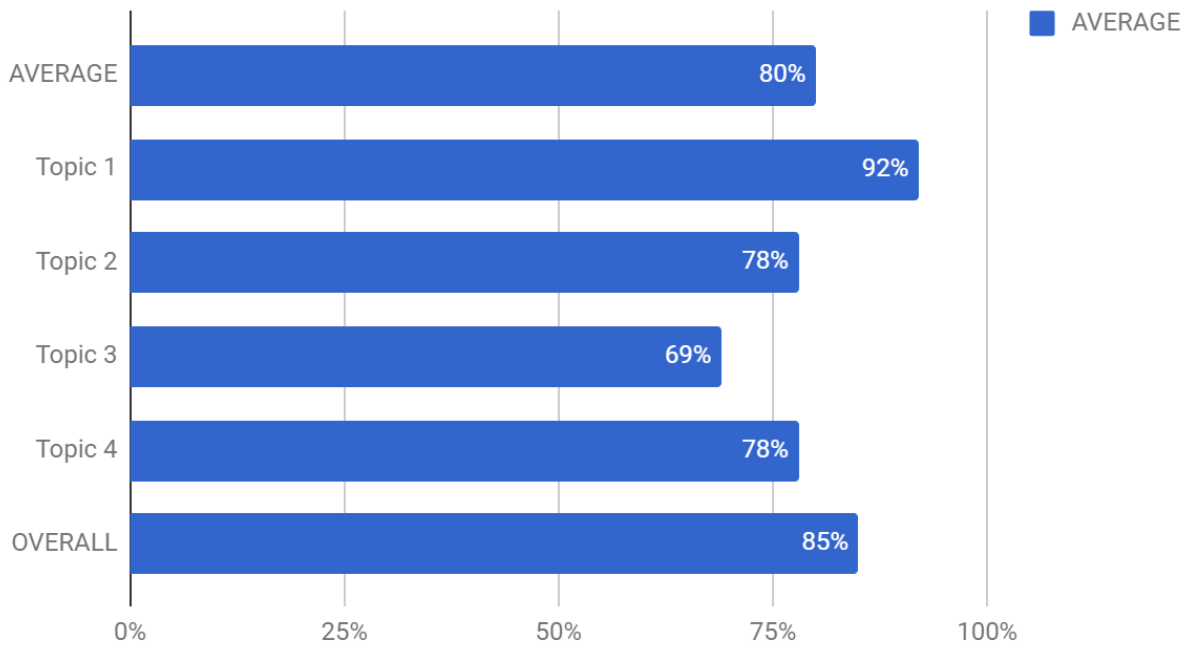


AVERAGE APPROVAL Rates: 2018-19 vs. 2017-18					
			Staff		
	2017-18	2018-19	Change	2018-19 LCAP Target	Met?
MSA-1	86%	81%	-5%	86%	No
MSA-2	73%	73%	0%	85%	No
MSA-3	72%	69%	-3%	81%	No
MSA-4	80%	71%	-9%	90%	No
MSA-5	93%	93%	0%	90%	Yes
MSA-6	95%	94%	-1%	90%	Yes
MSA-7	92%	95%	3%	93%	Yes
MSA-BELL	78%	86%	8%	85%	Yes
MSA-SD	84%	85%	1%	85%	Yes
MSA-SA	64%	72%	8%	80%	No
AVERAGE	79%	80%	1%		

**2018-19 vs. 2017-18 AVERAGE APPROVAL RATES - STAFF**



### 2018-19 Staff Survey Summary - MPS Averages by Topic





### ***Approval Ratings by Topic & Question***

Please see the **attachments** for detailed reports on approval ratings by topic and question. For simplicity, we will include here the highest and lowest rated topics and questions.

#### **ELEMENTARY STUDENTS:**

Highest Rated Topic:

**Climate of Support for Academic Learning**

**76%**



0th - 19th percentile compared to others in the CORE Districts dataset

Highest Rated Questions:

QUESTION

➤ Do your teachers work hard to help you with your schoolwork when you need it?

**81%**

responded favorably

QUESTION

➤ Does this school help all students be successful in school?

**82%**

responded favorably

QUESTION

➤ Overall, I am satisfied and would recommend this school to other students.

**84%**

responded favorably

Lowest Rated Topic:

**Safety**

**61%**



40th - 59th percentile compared to others in the CORE Districts dataset

Lowest Rated Questions:

QUESTION

➤ Do other kids hit or push you at school when they are not just playing around?

**44%**

responded favorably

QUESTION

➤ Do other kids at school spread mean rumors or lies about you?

**48%**

responded favorably

QUESTION

➤ Are you afraid of being beaten up at school?

**53%**

responded favorably

**SECONDARY STUDENTS:**

Highest Rated Topic:

**Climate of Support for Academic Learning**

**70%**



20th - 39th percentile compared to others in the CORE Districts dataset

Highest Rated Questions:

QUESTION

➤ This school clearly informs students what would happen if they break school rules.

**75%**

responded favorably

QUESTION

➤ Teachers give students a chance to take part in classroom discussions or activities.

**75%**

responded favorably

QUESTION

➤ Been afraid of being beaten up?

**81%**

responded favorably

Lowest Rated Topic:

**Sense of Belonging (School Connectedness)**

**55%**



20th - 39th percentile compared to others in the CORE Districts dataset

Lowest Rated Questions:

QUESTION

➤ Students treat teachers with respect.

**32%**

responded favorably

QUESTION

➤ All students are treated fairly when they break school rules.

**48%**

responded favorably

QUESTION

➤ The teachers at this school treat students fairly.

**50%**

responded favorably

**FAMILIES:**

Highest Rated Topic:

**Sense of Belonging (School Connectedness)**

**95%**

**▲ 2**  
since last survey



80th - 99th percentile compared to others in the CORE Districts dataset

Highest Rated Questions:

QUESTION

➤ This school provides high quality instruction to my child.

**95%**

responded favorably

▼ 1

from Spring 2018

QUESTION

➤ School staff is helpful.

**96%**

responded favorably

▲ 1

from Spring 2018

QUESTION

➤ School staff treats me with respect.

**97%**

responded favorably

▲ 1

from Spring 2018

Lowest Rated Topic:

**Knowledge and Fairness of Discipline, Rules and Norms**

**93%**

**▲1**  
since last survey



40th - 59th percentile compared to others in the CORE Districts dataset

Lowest Rated Questions:

QUESTION

➤ At this school, discipline is fair.

**90%**

responded favorably

**▲2**

from Spring 2018

QUESTION

➤ My child is safe in the neighborhood around the school.

**91%**

responded favorably

**▲3**

from Spring 2018

QUESTION

➤ School staff responds to my needs in a timely manner.

**93%**

responded favorably

**▲2**

from Spring 2018

**STAFF:**

Highest Rated Topic:

**Climate of Support for Academic Learning**

**92%**



40th - 59th percentile compared to others in the CORE Districts dataset

Highest Rated Questions:

QUESTION

➤ is a supportive and inviting place for students to learn.

**95%**

responded favorably

QUESTION

➤ The school rules are fair.

**96%**

responded favorably

QUESTION

➤ emphasizes helping students academically when they need it.

**96%**

responded favorably

Lowest Rated Topic:

**Safety**

**69%**



20th - 39th percentile compared to others in the CORE Districts dataset

Lowest Rated Questions:

QUESTION ➤ disruptive student behavior?	<b>38%</b> responded favorably
QUESTION ➤ lack of respect of staff by students?	<b>57%</b> responded favorably
QUESTION ➤ This school effectively handles student discipline and behavioral problems.	<b>59%</b> responded favorably



### ***School Leaders' Reflections***

School leadership teams and the Home Office read all free-responses, summarize major findings and recommendations by the stakeholders, and consider all the feedback to create action steps for school improvement. The c-team reviews the findings with each school leadership team. School leadership teams are then held accountable for sharing the survey results and findings with their stakeholders at their site (teachers, parents, etc.) and developing an action plan for improvement.

Each school leadership team will also be asked to write a reflection on the survey results and findings that identifies their greatest progress, greatest needs, and ways to improve so that we can maintain and improve educational quality of our schools on an ongoing basis. The teams are expected to complete their reflections by the end of March and present it to the stakeholders committee/board at the next meeting.

### **Budget Implications**

N/A

### **How Does This Action Relate/Affect/Benefit All MSAs?**

N/A

### **Name of Staff Originator:**

David Yilmaz, Chief Accountability Officer

### **Exhibits (Attachments):**

- Part 1 – 2018-19 MPS Detailed Survey Reports (Student, Family, Staff)
- Part 2 – 2018-19 MPS Average Approval Rates for All Questions



# MPS

Secondary Student Survey  
Spring 2019



Report created by  
Panorama Education



## Summary

Topic Description	Results	Benchmark
<b>Climate of Support for Academic Learning</b>	<b>70%</b>	<p>20th - 39th percentile compared to others in the CORE Districts dataset</p>
<b>Knowledge and Fairness of Discipline, Rules and Norms</b>	<b>59%</b>	<p>20th - 39th percentile compared to others in the CORE Districts dataset</p>
<b>OVERALL SCHOOL EXPERIENCE</b>	<b>73%</b>	
<b>Safety</b>	<b>64%</b>	<p>20th - 39th percentile compared to others in the CORE Districts dataset</p>
<b>Sense of Belonging (School Connectedness)</b>	<b>55%</b>	<p>20th - 39th percentile compared to others in the CORE Districts dataset</p>

3,154 responses

# Climate of Support for Academic Learning

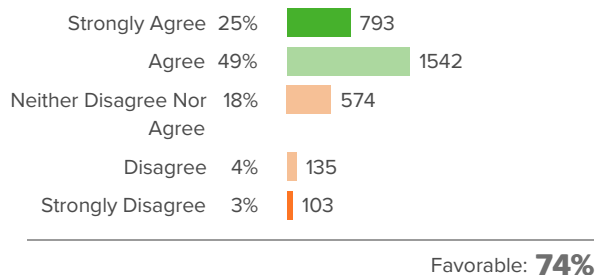
Your average

## 70%

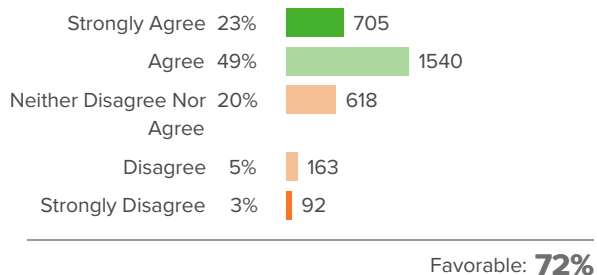
3,154 responses

### How did people respond?

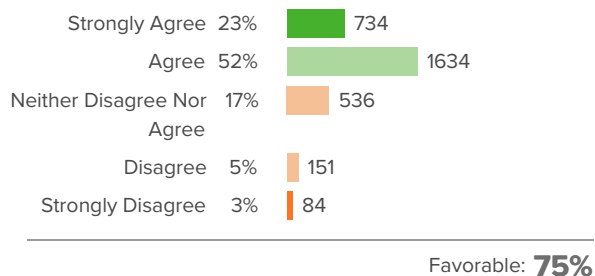
**Q.1: Adults at this school encourage me to work hard so I can be successful in college or at the job I choose.**



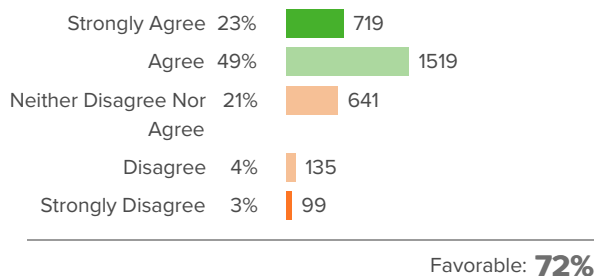
**Q.2: My teachers work hard to help me with my schoolwork when I need it.**



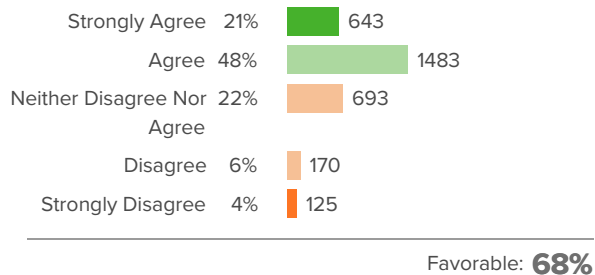
**Q.3: Teachers give students a chance to take part in classroom discussions or activities.**



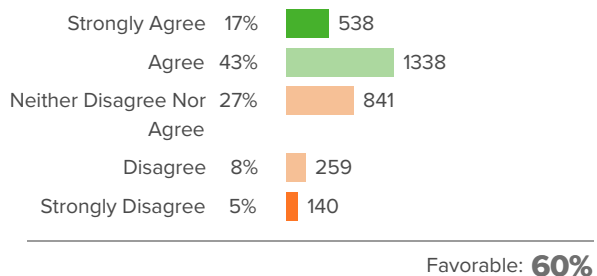
**Q.4: This school promotes academic success for all students.**



**Q.5: This school is a supportive and inviting place for students to learn.**



**Q.6: Teachers go out of their way to help students.**



# Knowledge and Fairness of Discipline, Rules and Norms

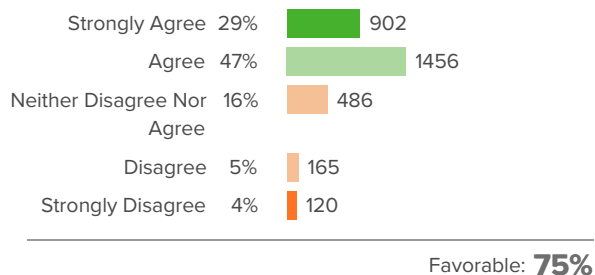
Your average

## 59%

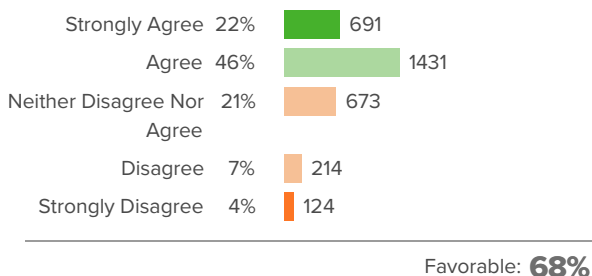
3,154 responses

### How did people respond?

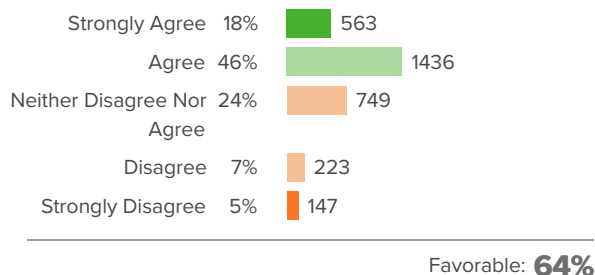
#### Q.1: This school clearly informs students what would happen if they break school rules.



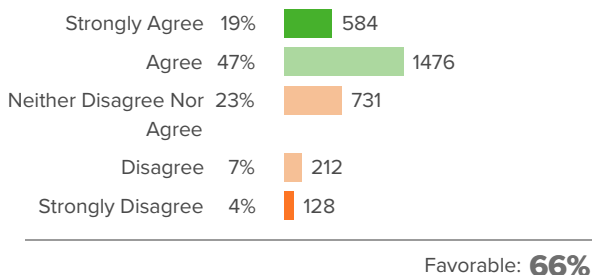
#### Q.2: Rules in this school are made clear to students.



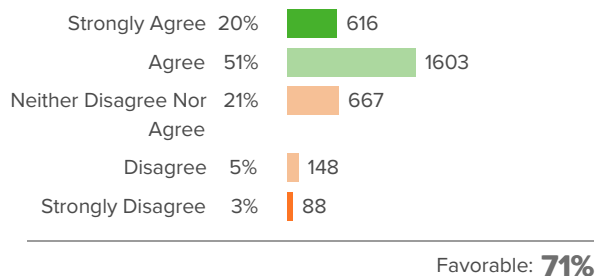
#### Q.3: Students know how they are expected to act.



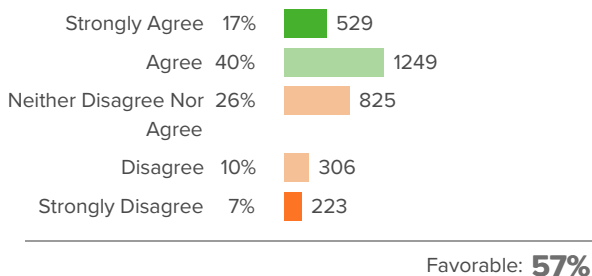
#### Q.4: Students know what the rules are.



#### Q.5: This school makes it clear how students are expected to act.

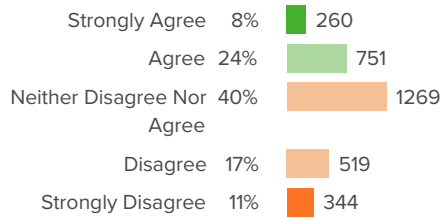


#### Q.6: Adults at this school treat all students with respect.



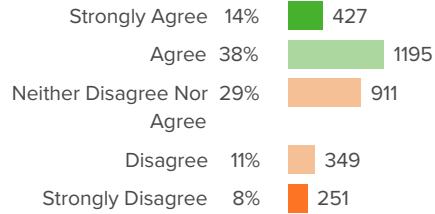


**Q.7: Students treat teachers with respect.**



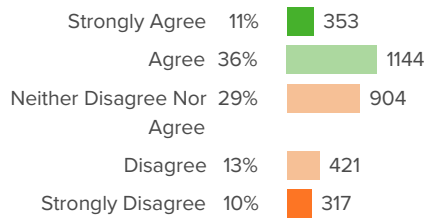
Favorable: **32%**

**Q.8: The school rules are fair.**



Favorable: **52%**

**Q.9: All students are treated fairly when they break school rules.**



Favorable: **48%**



# OVERALL SCHOOL EXPERIENCE

Your average

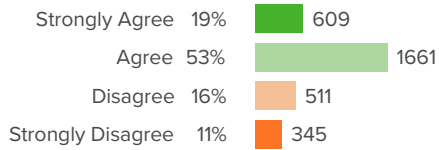
# 73%

3,154 responses

How did people respond?

---

**Q.1: Overall, I am satisfied and would recommend this school to other students.**



Favorable: **73%**

# Safety

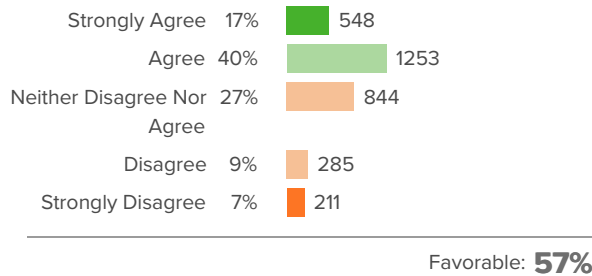
Your average

## 64%

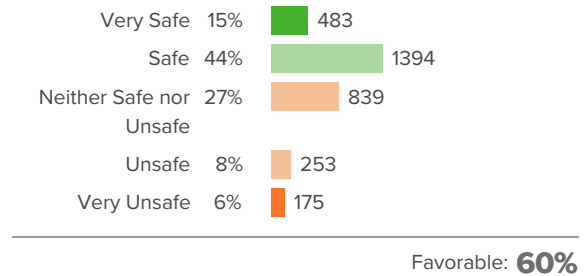
3,154 responses

### How did people respond?

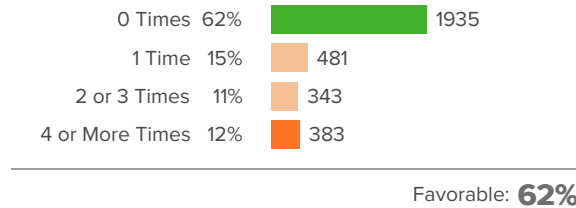
#### Q.1: I feel safe in my school.



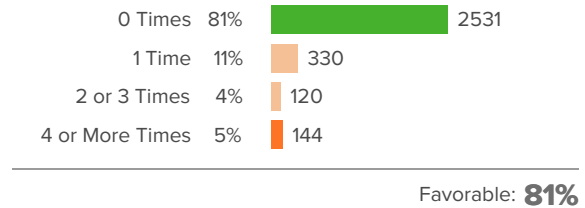
#### Q.2: How safe do you feel when you are at school?



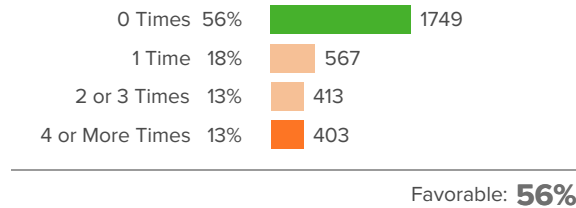
#### Q.3: Been pushed, shoved, slapped, hit or kicked by someone who wasn't just kidding around?



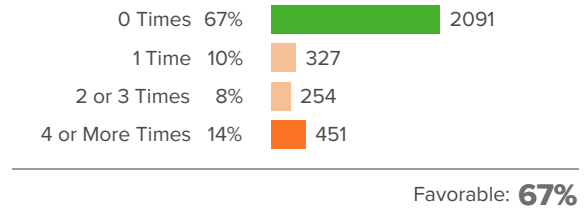
#### Q.4: Been afraid of being beaten up?



#### Q.5: Had mean rumors or lies spread about you?



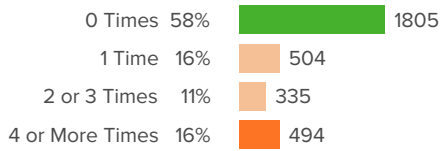
#### Q.6: Had sexual jokes, comments, or gestures made to you?





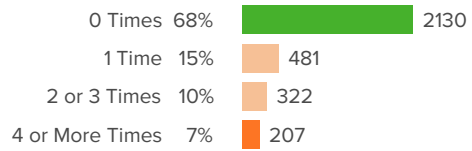


**Q.7: Been made fun of because of your looks or the way you talk?**



Favorable: **58%**

**Q.8: Had your property stolen, or deliberately damaged, such as your car, clothing, or books?**



Favorable: **68%**

# Sense of Belonging (School Connectedness)

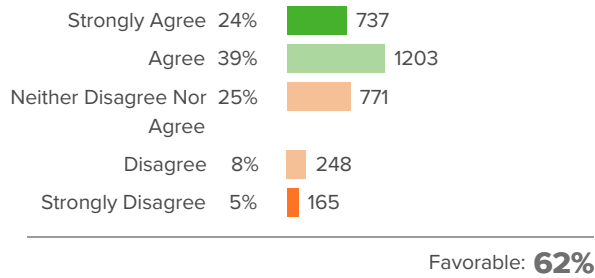
Your average

# 55%

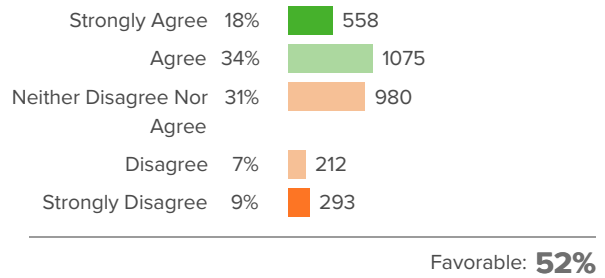
3,154 responses

## How did people respond?

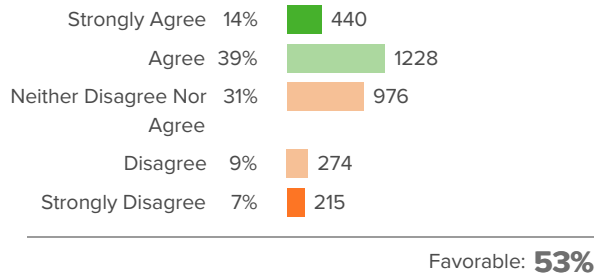
### Q.1: I feel close to people at this school.



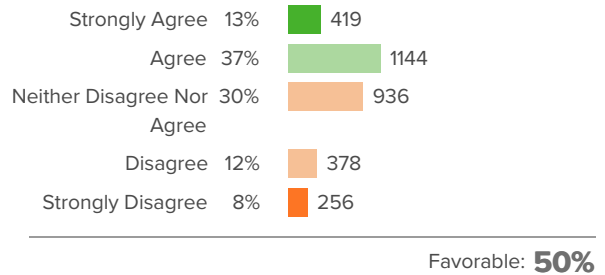
### Q.2: I am happy to be at this school.



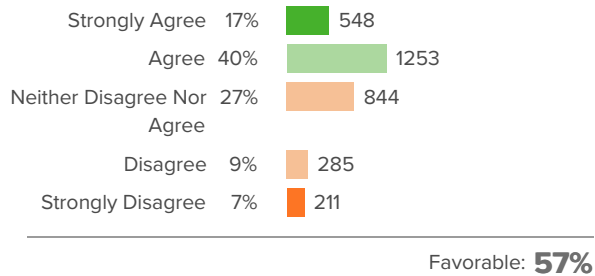
### Q.3: I feel like I am part of this school.



### Q.4: The teachers at this school treat students fairly.



### Q.5: I feel safe in my school.





# MPS





Elementary Student Survey  
Spring 2019



Report created by  
Panorama Education



## Summary

Topic Description	Results	Benchmark
<b>Climate of Support for Academic Learning</b>	<b>76%</b>	 <p>0th - 19th percentile compared to others in the CORE Districts dataset</p>
<b>Knowledge and Fairness of Discipline, Rules and Norms</b>	<b>72%</b>	 <p>0th - 19th percentile compared to others in the CORE Districts dataset</p>
<b>OVERALL SCHOOL EXPERIENCE</b>	<b>84%</b>	
<b>Safety</b>	<b>61%</b>	 <p>40th - 59th percentile compared to others in the CORE Districts dataset</p>
<b>Sense of Belonging (School Connectedness)</b>	<b>69%</b>	 <p>0th - 19th percentile compared to others in the CORE Districts dataset</p>

282 responses

# Climate of Support for Academic Learning

Your average

## 76%

282 responses

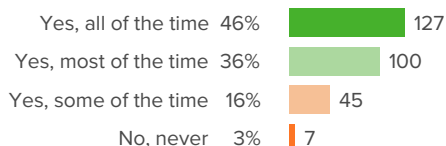
### How did people respond?

#### Q.1: Do adults at school encourage you to work hard so you can be successful?



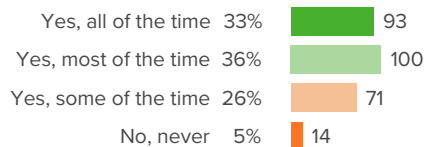
Favorable: **73%**

#### Q.2: Do your teachers work hard to help you with your schoolwork when you need it?



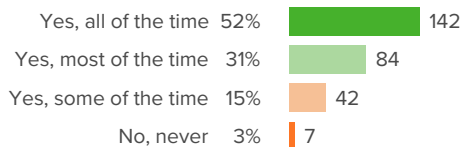
Favorable: **81%**

#### Q.3: Do teachers give students a chance to take part in classroom discussions or activities?



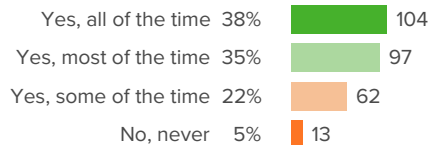
Favorable: **69%**

#### Q.4: Does this school help all students be successful in school?



Favorable: **82%**

#### Q.5: Do teachers go out of their way to help students?



Favorable: **73%**

# Knowledge and Fairness of Discipline, Rules and Norms

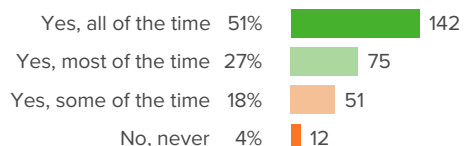
Your average

## 72%

282 responses

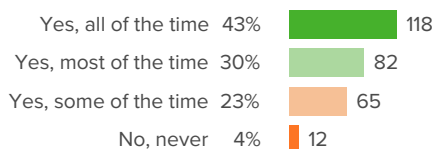
### How did people respond?

#### Q.1: Does this school clearly tell students what would happen if they break school rules?



Favorable: **78%**

#### Q.2: Are rules in this school made clear to students?



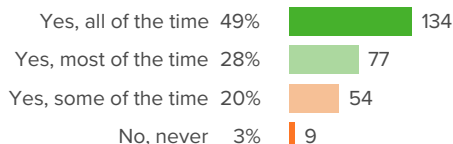
Favorable: **72%**

#### Q.3: Do students know how they are expected to act?



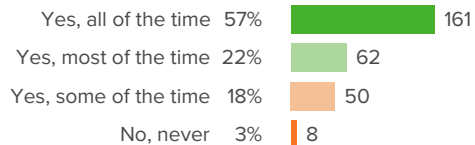
Favorable: **67%**

#### Q.4: Do students know what the rules are?



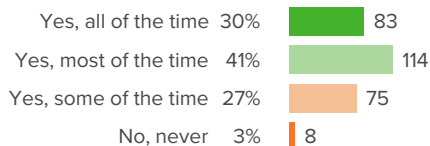
Favorable: **77%**

#### Q.5: Do teachers and other grown-ups at school treat students with respect?



Favorable: **79%**

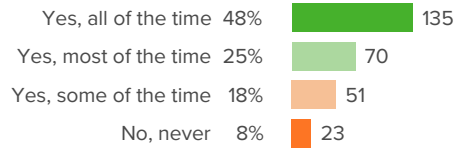
#### Q.6: Do students treat teachers with respect?



Favorable: **70%**

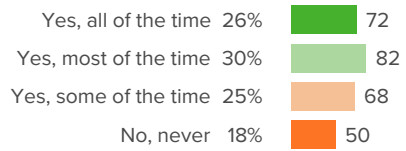


**Q.7: Are the school rules fair?**



Favorable: **73%**

**Q.8: Are students treated fairly when they break school rules?**



Favorable: **57%**



# OVERALL SCHOOL EXPERIENCE

Your average

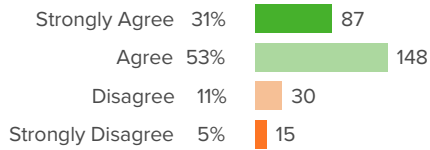
**84%**

282 responses

How did people respond?

---

**Q.1: Overall, I am satisfied and would recommend this school to other students.**



Favorable: **84%**



# Safety

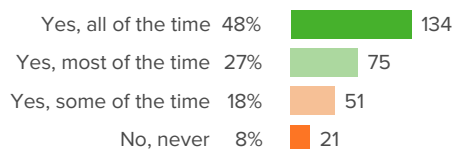
Your average

## 61%

282 responses

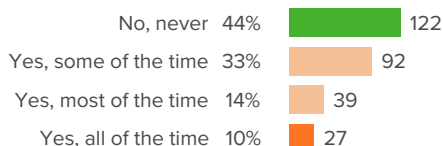
### How did people respond?

#### Q.1: Do you feel safe at school?



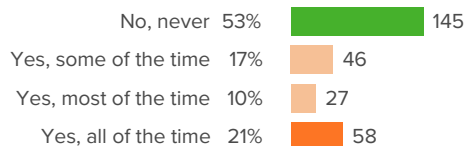
Favorable: **74%**

#### Q.2: Do other kids hit or push you at school when they are not just playing around?



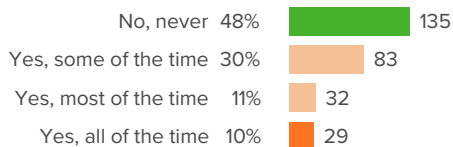
Favorable: **44%**

#### Q.3: Are you afraid of being beaten up at school?



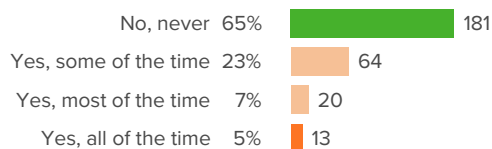
Favorable: **53%**

#### Q.4: Do other kids at school spread mean rumors or lies about you?



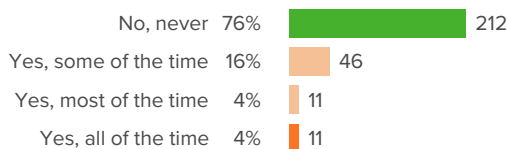
Favorable: **48%**

#### Q.5: Do other kids at this school ever tease you about what your body looks like?



Favorable: **65%**

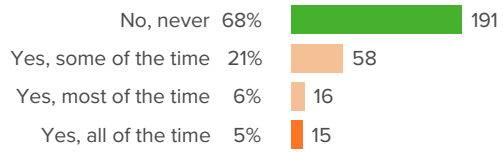
#### Q.6: Do other kids at this school ever tease you about the way you talk?



Favorable: **76%**



**Q.7: Do other kids steal or damage your things, like your clothing or your books?**



Favorable: **68%**



MPS

Spring 2019 Student Survey, Elementary Student Survey



## Sense of Belonging (School Connectedness)

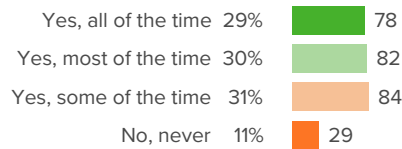
Your average

# 69%

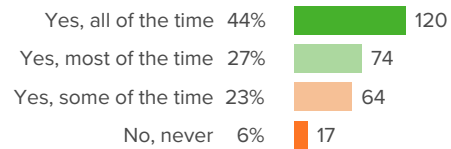
282 responses

### How did people respond?

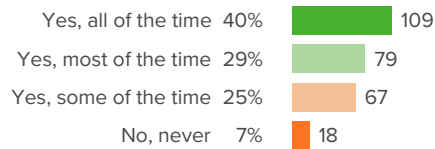
#### Q.1: Do you feel close to people at school?

Favorable: **59%**

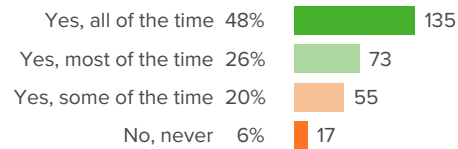
#### Q.2: Are you happy to be at this school?

Favorable: **71%**

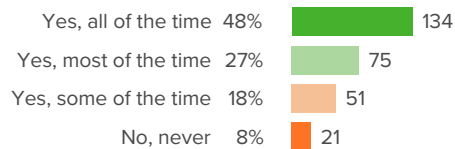
#### Q.3: Do you feel like you are part of this school?

Favorable: **69%**

#### Q.4: Do teachers treat students fairly at school?

Favorable: **74%**

#### Q.5: Do you feel safe at school?

Favorable: **74%**



# MPS

Family Survey  
Spring 2019



Report created by  
Panorama Education



# Summary

Topic Description	Results	Benchmark
<b>Climate of Support for Academic Learning</b>	<p><b>95%</b></p> <p>▼1 since last survey</p>	<p>60th - 79th percentile compared to others in the CORE Districts dataset</p>
<b>Knowledge and Fairness of Discipline, Rules and Norms</b>	<p><b>93%</b></p> <p>▲1 since last survey</p>	<p>40th - 59th percentile compared to others in the CORE Districts dataset</p>
<b>OVERALL SCHOOL EXPERIENCE</b>	<p><b>94%</b></p> <p>▲1 since last survey</p>	
<b>Safety</b>	<p><b>93%</b></p> <p>▲2 since last survey</p>	<p>60th - 79th percentile compared to others in the CORE Districts dataset</p>
<b>Sense of Belonging (School Connectedness)</b>	<p><b>95%</b></p> <p>▲2 since last survey</p>	<p>80th - 99th percentile compared to others in the CORE Districts dataset</p>

2,611 responses



# Climate of Support for Academic Learning

Your average

**95%**

2,611 responses

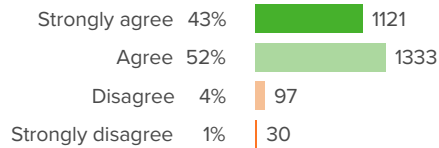
Change

▼ **1**

since last survey

## How did people respond?

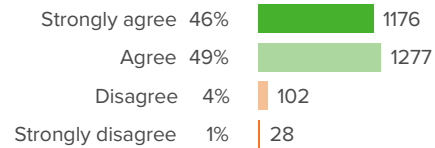
### Q.1: This school provides high quality instruction to my child.



▼ **1** from last survey

Favorable: **95%**

### Q.2: This school has high expectations for all students.



▲ **0** from last survey

Favorable: **95%**



# Knowledge and Fairness of Discipline, Rules and Norms

Your average

**93%**

2,611 responses

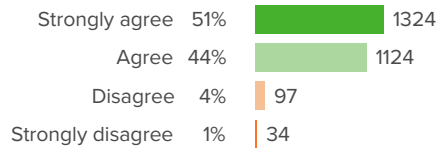
Change

**▲ 1**

since last survey

## How did people respond?

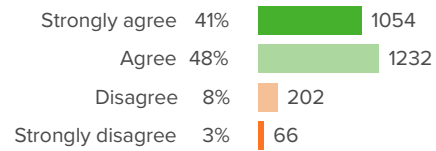
### Q.1: This school clearly informs students what would happen if they break school rules.



▲ 0 from last survey

Favorable: **95%**

### Q.2: At this school, discipline is fair.



▲ 2 from last survey

Favorable: **90%**



# OVERALL SCHOOL EXPERIENCE

Your average

**94%**

2,611 responses

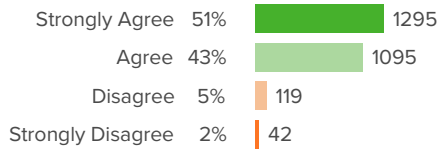
Change

**▲ 1**

since last survey

## How did people respond?

**Q.1: Overall, I am satisfied and would recommend this school to other parents.**



▲ 1 from last survey

Favorable: **94%**





# Safety

Your average

**93%**

2,611 responses

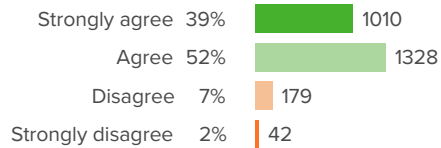
Change

**▲ 2**

since last survey

## How did people respond?

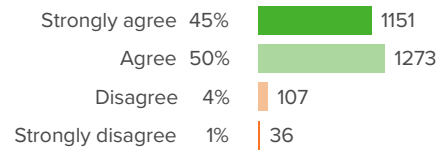
### Q.1: My child is safe in the neighborhood around the school.



▲ 3 from last survey

Favorable: **91%**

### Q.2: My child is safe on school grounds.



▲ 1 from last survey

Favorable: **94%**



# Sense of Belonging (School Connectedness)

Your average

**95%**

2,611 responses

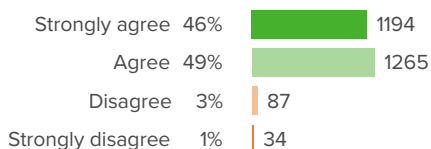
Change

**▲ 2**

since last survey

## How did people respond?

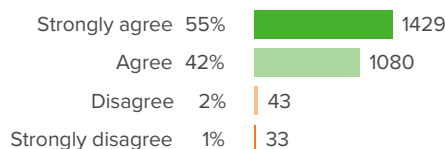
### Q.1: I feel welcome to participate at this school.



▲1 from last survey

Favorable: **95%**

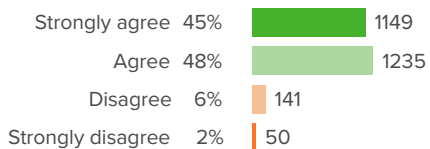
### Q.2: School staff treats me with respect.



▲1 from last survey

Favorable: **97%**

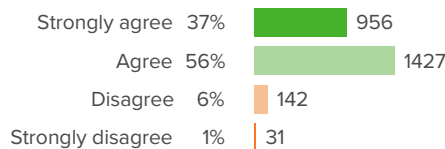
### Q.3: School staff takes my concerns seriously.



▲2 from last survey

Favorable: **93%**

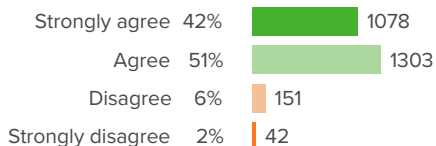
### Q.4: School staff welcomes my suggestions.



▲2 from last survey

Favorable: **93%**

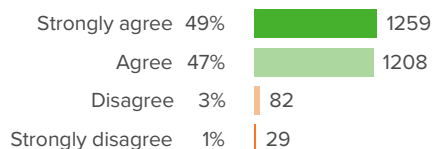
### Q.5: School staff responds to my needs in a timely manner.



▲2 from last survey

Favorable: **93%**

### Q.6: School staff is helpful.

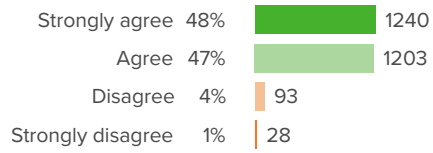


▲1 from last survey

Favorable: **96%**



**Q.7: My child's background (race, ethnicity, religion, economic status) is valued at this school.**



▲ 0 from last survey

Favorable: **95%**

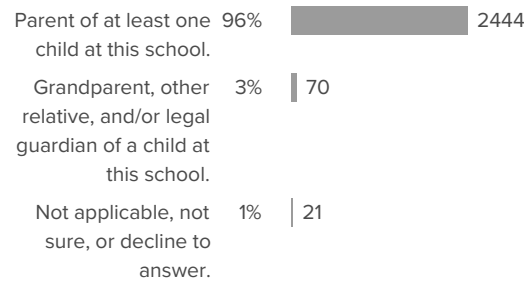


# Background Questions

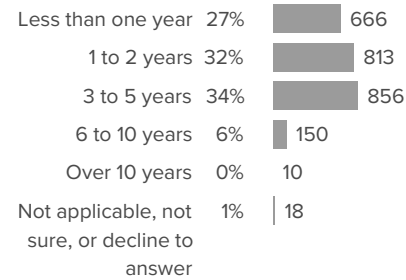
## How did people respond?

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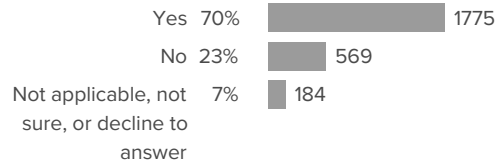
### Q.1: I am a...



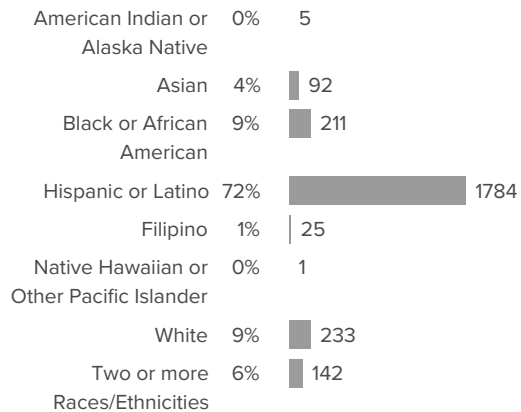
### Q.2: How many years has your child been at this school?



### Q.3: Does one or more of your children receive a free or reduced-price breakfast or lunch at this school?

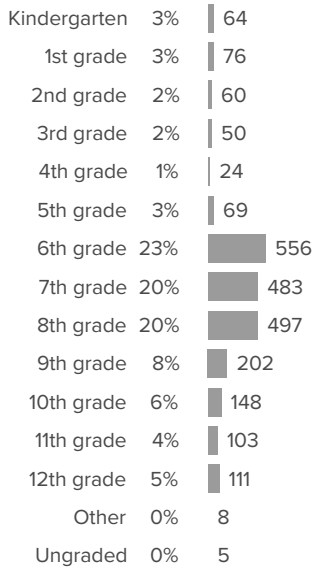


### Q.4: What is your race or ethnicity?

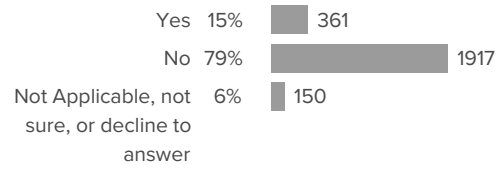




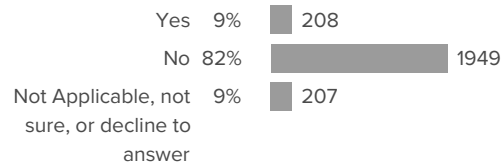
**Q.5: In what grade is your child?**



**Q.6: Special Education Program or has an Individual Education Plan (IEP)?**



**Q.7: English Language Development (for children learning English)?**





# MPS

Staff Survey  
Spring 2019



Report created by  
Panorama Education



## Summary

Topic Description	Results	Benchmark
<b>Climate of Support for Academic Learning</b>	<b>92%</b>	<p>40th - 59th percentile compared to others in the CORE Districts dataset</p>
<b>Knowledge and Fairness of Discipline, Rules and Norms</b>	<b>78%</b>	<p>20th - 39th percentile compared to others in the CORE Districts dataset</p>
<b>OVERALL SCHOOL EXPERIENCE</b>	<b>85%</b>	
<b>Safety</b>	<b>69%</b>	<p>20th - 39th percentile compared to others in the CORE Districts dataset</p>
<b>Sense of Belonging (School Connectedness)</b>	<b>78%</b>	<p>40th - 59th percentile compared to others in the CORE Districts dataset</p>

313 responses



# Climate of Support for Academic Learning

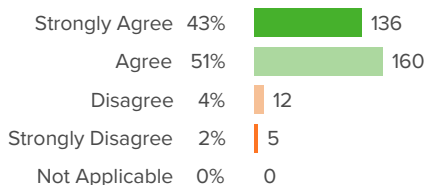
Your average

## 92%

313 responses

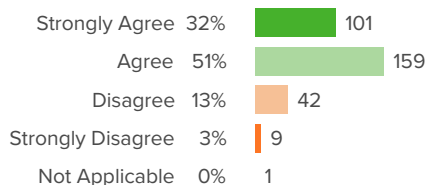
### How did people respond?

#### Q.1: is a supportive and inviting place for students to learn.



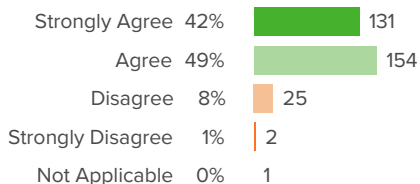
Favorable: **95%**

#### Q.2: sets high standards for academic performance for all students.



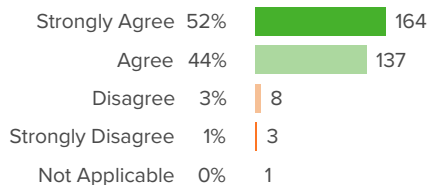
Favorable: **84%**

#### Q.3: promotes academic success for all students.



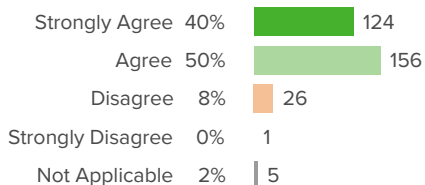
Favorable: **91%**

#### Q.4: emphasizes helping students academically when they need it.



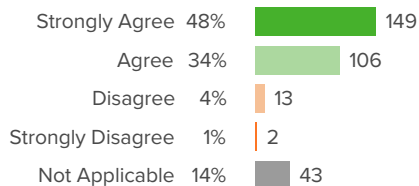
Favorable: **96%**

#### Q.5: emphasizes teaching lessons in ways relevant to students.



Favorable: **91%**

#### Q.6: encourages students to enroll in rigorous courses (such as honors and AP), regardless of their race, ethnicity, or nationality.



Favorable: **94%**



# Knowledge and Fairness of Discipline, Rules and Norms

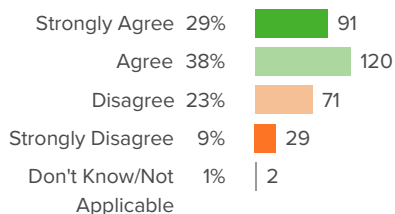
Your average

## 78%

313 responses

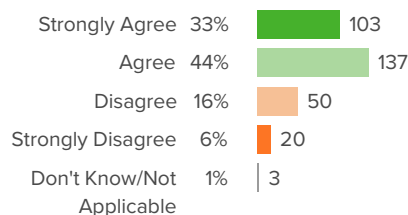
### How did people respond?

#### Q.1: This school clearly communicates to students the consequences of breaking school rules.



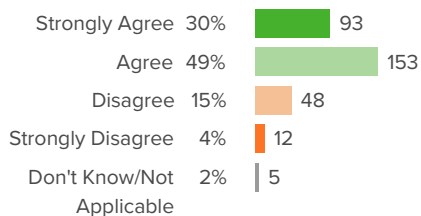
Favorable: **68%**

#### Q.2: Rules in this school are made clear to students.



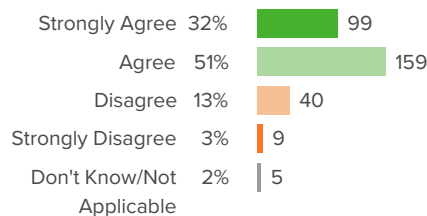
Favorable: **77%**

#### Q.3: Students know how they are expected to act.



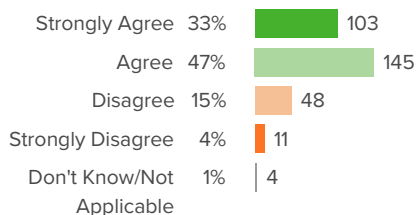
Favorable: **80%**

#### Q.4: Students know what the rules are.



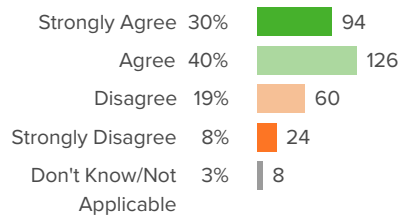
Favorable: **84%**

#### Q.5: This school makes it clear how students are expected to act.



Favorable: **81%**

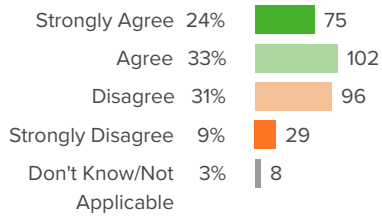
#### Q.6: This school handles discipline problems fairly.



Favorable: **72%**

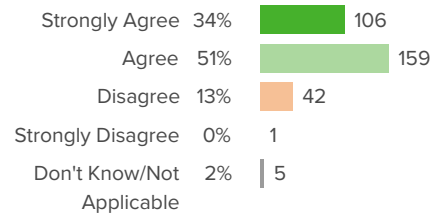


**Q.7: This school effectively handles student discipline and behavioral problems.**



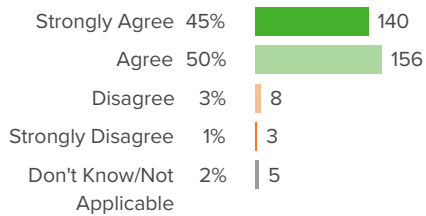
Favorable: **59%**

**Q.8: Adults at this school treat all students with respect.**



Favorable: **86%**

**Q.9: The school rules are fair.**



Favorable: **96%**



# OVERALL SCHOOL EXPERIENCE

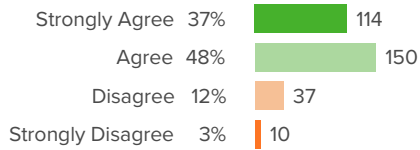
Your average

**85%**

313 responses

How did people respond?

**Q.1: Overall, I am satisfied and would recommend this school to other educators.**



Favorable: **85%**



# Safety

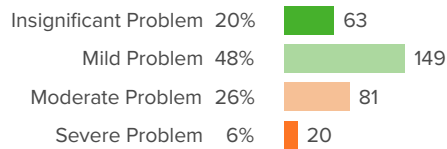
Your average

**69%**

313 responses

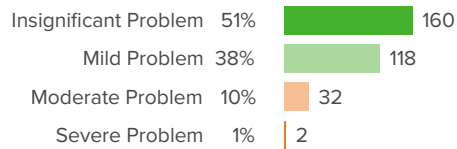
## How did people respond?

### Q.1: harassment or bullying among students?



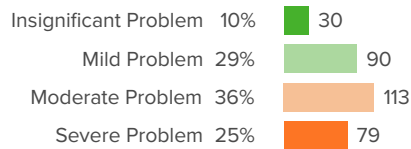
Favorable: **68%**

### Q.2: physical fighting between students?



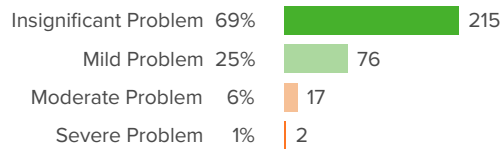
Favorable: **89%**

### Q.3: disruptive student behavior?



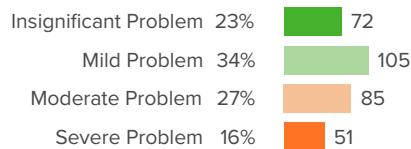
Favorable: **38%**

### Q.4: racial/ethnic conflict among students?



Favorable: **94%**

### Q.5: lack of respect of staff by students?



Favorable: **57%**

## Sense of Belonging (School Connectedness)

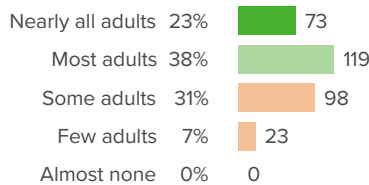
Your average

# 78%

313 responses

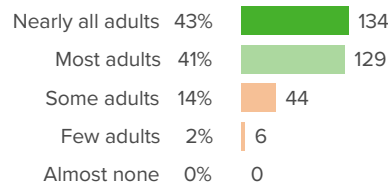
### How did people respond?

**Q.1: How many adults at this school have close professional relationships with one another?**



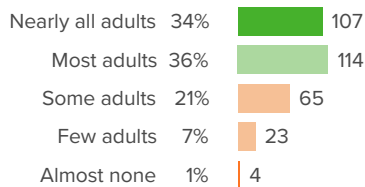
Favorable: **61%**

**Q.2: How many adults at this school support and treat each other with respect?**



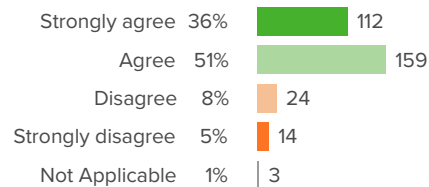
Favorable: **84%**

**Q.3: How many adults at this school feel a responsibility to improve this school?**



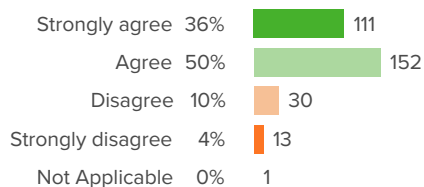
Favorable: **71%**

**Q.4: This school is a supportive and inviting place for staff to work.**



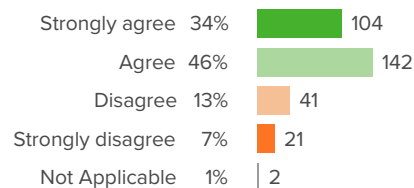
Favorable: **88%**

**Q.5: This school promotes trust and collegiality among staff.**



Favorable: **86%**

**Q.6: This school promotes personnel participation in decision-making that affects school practices and policies.**



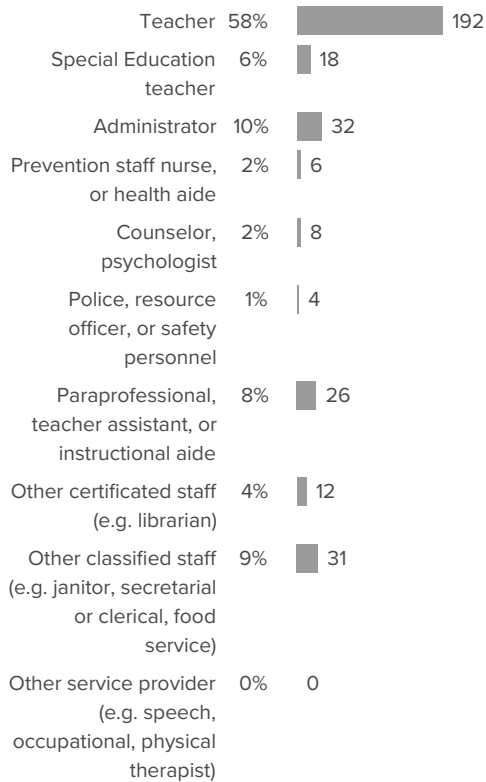
Favorable: **80%**

# Background Questions

## How did people respond?

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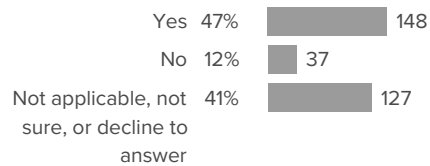
### Q.1: What is your role at this school? (Mark all that apply).



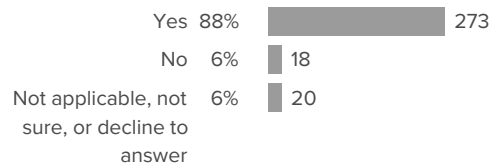
### Q.2: Are you a classroom teacher?



### Q.3: Migrant education students

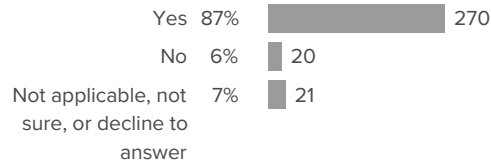


### Q.4: Special education students

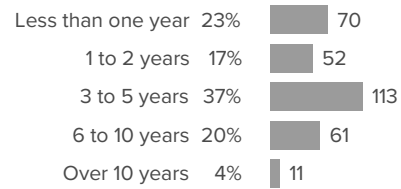




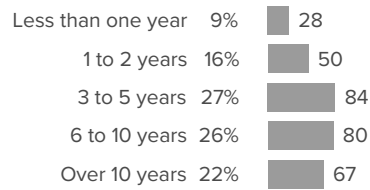
**Q.5: English language learners**



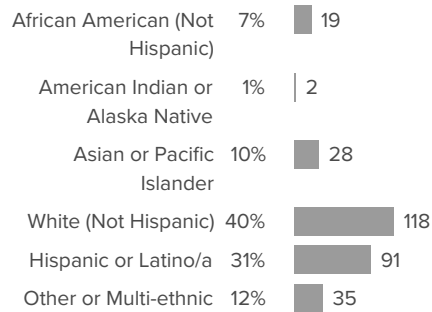
**Q.6: How many years have you worked, in any position, at this school?**



**Q.7: How many years have you worked at any school in your current position (e.g., teacher, counselor, administrator, food service)?**



**Q.8: What is your race or ethnicity?**



< Summary (/magnolia/understand/1290139/summary?project\_id=7992#topic-scores-student)



Spring 2019  
Secondary Student Survey

### All questions













Based on 3,154 responses








How did students respond to each question?

Sorted by Question score ▾ ()    Lowest to highest ▾ ()

QUESTION ➤ Students treat teachers with respect.	<b>32%</b> responded favorably	
QUESTION ➤ All students are treated fairly when they break school rules.	<b>48%</b> responded favorably	
QUESTION ➤ The teachers at this school treat students fairly.	<b>50%</b> responded favorably	
QUESTION ➤ The school rules are fair.	<b>52%</b> responded favorably	
QUESTION ➤ I am happy to be at this school.	<b>52%</b> responded favorably	
QUESTION ➤ I feel like I am part of this school.	<b>53%</b> responded favorably	
QUESTION ➤ Had mean rumors or lies spread about you?	<b>56%</b> responded favorably	
QUESTION ➤ Adults at this school treat all students with respect.	<b>57%</b> responded favorably	
QUESTION ➤ I feel safe in my school.	<b>57%</b> responded favorably	



QUESTION ➤ Been made fun of because of your looks or the way you talk?	<b>58%</b> responded favorably	
QUESTION ➤ Teachers go out of their way to help students.	<b>60%</b> responded favorably	
QUESTION ➤ How safe do you feel when you are at school?	<b>60%</b> responded favorably	
QUESTION ➤ Been pushed, shoved, slapped, hit or kicked by someone who wasn't just kidding around?	<b>62%</b> responded favorably	
QUESTION ➤ I feel close to people at this school.	<b>62%</b> responded favorably	
QUESTION ➤ Students know how they are expected to act.	<b>64%</b> responded favorably	
QUESTION ➤ Students know what the rules are.	<b>66%</b> responded favorably	
QUESTION ➤ Had sexual jokes, comments, or gestures made to you?	<b>67%</b> responded favorably	
QUESTION ➤ Had your property stolen, or deliberately damaged, such as your car, clothing, or books?	<b>68%</b> responded favorably	
QUESTION ➤ Rules in this school are made clear to students.	<b>68%</b> responded favorably	
QUESTION ➤ This school is a supportive and inviting place for students to learn.	<b>68%</b> responded favorably	
QUESTION ➤ This school makes it clear how students are expected to act.	<b>71%</b> responded favorably	

<p>QUESTION</p> <p>➤ This school promotes academic success for all students.</p>	<p><b>72%</b> responded favorably</p> 
<p>QUESTION</p> <p>➤ My teachers work hard to help me with my schoolwork when I need it.</p>	<p><b>72%</b> responded favorably</p> 
<p>QUESTION</p> <p>➤ Overall, I am satisfied and would recommend this school to other students.</p>	<p><b>73%</b> responded favorably</p> 
<p>QUESTION</p> <p>➤ Adults at this school encourage me to work hard so I can be successful in college or at the job I choose.</p>	<p><b>74%</b> responded favorably</p> 
<p>QUESTION</p> <p>➤ This school clearly informs students what would happen if they break school rules.</p>	<p><b>75%</b> responded favorably</p> 
<p>QUESTION</p> <p>➤ Teachers give students a chance to take part in classroom discussions or activities.</p>	<p><b>75%</b> responded favorably</p> 
<p>QUESTION</p> <p>➤ Been afraid of being beaten up?</p>	<p><b>81%</b> responded favorably</p> 

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Spring 2019  
Elementary Student Survey

### All questions














Based on 282 responses

How did students respond to each question?

Sorted by Question score ▾ ()    Lowest to highest ▾ ()

QUESTION Do other kids hit or push you at school when they are not just playing around?	44% responded favorably	
QUESTION Do other kids at school spread mean rumors or lies about you?	48% responded favorably	
QUESTION Are you afraid of being beaten up at school?	53% responded favorably	
QUESTION Are students treated fairly when they break school rules?	57% responded favorably	
QUESTION Do you feel close to people at school?	59% responded favorably	
QUESTION Do other kids at this school ever tease you about what your body looks like?	65% responded favorably	
QUESTION Do students know how they are expected to act?	67% responded favorably	
QUESTION Do other kids steal or damage your things, like your clothing or your books?	68% responded favorably	

Need Help?

QUESTION ➤ Do teachers give students a chance to take part in classroom discussions or activities?	<b>69%</b> responded favorably	
QUESTION ➤ Do you feel like you are part of this school?	<b>69%</b> responded favorably	
QUESTION ➤ Do students treat teachers with respect?	<b>70%</b> responded favorably	
QUESTION ➤ Are you happy to be at this school?	<b>71%</b> responded favorably	
QUESTION ➤ Are rules in this school made clear to students?	<b>72%</b> responded favorably	
QUESTION ➤ Do adults at school encourage you to work hard so you can be successful?	<b>73%</b> responded favorably	
QUESTION ➤ Do teachers go out of their way to help students?	<b>73%</b> responded favorably	
QUESTION ➤ Are the school rules fair?	<b>73%</b> responded favorably	
QUESTION ➤ Do teachers treat students fairly at school?	<b>74%</b> responded favorably	
QUESTION ➤ Do you feel safe at school?	<b>74%</b> responded favorably	
QUESTION ➤ Do other kids at this school ever tease you about the way you talk?	<b>76%</b> responded favorably	
QUESTION ➤ Do students know what the rules are?	<b>77%</b> responded favorably	
QUESTION	<b>78%</b> responded favorably	

› Does this school clearly tell students what would happen if they break school rules?

QUESTION

› Do teachers and other grown-ups at school treat students with respect?

**79%**  
responded favorably



QUESTION

› Do your teachers work hard to help you with your schoolwork when you need it?

**81%**  
responded favorably



QUESTION

› Does this school help all students be successful in school?

**82%**  
responded favorably



QUESTION

› Overall, I am satisfied and would recommend this school to other students.

**84%**  
responded favorably



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Spring 2019  
Family Survey













## All questions

Based on 2,611 responses

How did family members respond to each question?

Sorted by Question score ▾ ()    Lowest to highest ▾ ()

QUESTION ➤ At this school, discipline is fair.	<b>90%</b> responded favorably	▲ 2 from Spring 2018	
QUESTION ➤ My child is safe in the neighborhood around the school.	<b>91%</b> responded favorably	▲ 3 from Spring 2018	
QUESTION ➤ School staff responds to my needs in a timely manner.	<b>93%</b> responded favorably	▲ 2 from Spring 2018	
QUESTION ➤ School staff takes my concerns seriously.	<b>93%</b> responded favorably	▲ 2 from Spring 2018	
QUESTION ➤ School staff welcomes my suggestions.	<b>93%</b> responded favorably	▲ 2 from Spring 2018	
QUESTION ➤ My child is safe on school grounds.	<b>94%</b> responded favorably	▲ 1 from Spring 2018	
QUESTION ➤ Overall, I am satisfied and would recommend this school to other parents.	<b>94%</b> responded favorably	▲ 1 from Spring 2018	
QUESTION	<b>95%</b>	0	Need Help?

<p>➤ This school clearly informs students what would happen if they break school rules.</p>	<p>responded favorably</p>	<p>from Spring 2018</p>	
<p>QUESTION ➤ My child's background (race, ethnicity, religion, economic status) is valued at this school.</p>	<p><b>95%</b> responded favorably</p>	<p><b>0</b> from Spring 2018</p>	
<p>QUESTION ➤ I feel welcome to participate at this school.</p>	<p><b>95%</b> responded favorably</p>	<p><b>▲ 1</b> from Spring 2018</p>	
<p>QUESTION ➤ This school has high expectations for all students.</p>	<p><b>95%</b> responded favorably</p>	<p><b>0</b> from Spring 2018</p>	
<p>QUESTION ➤ This school provides high quality instruction to my child.</p>	<p><b>95%</b> responded favorably</p>	<p><b>▼ 1</b> from Spring 2018</p>	
<p>QUESTION ➤ School staff is helpful.</p>	<p><b>96%</b> responded favorably</p>	<p><b>▲ 1</b> from Spring 2018</p>	
<p>QUESTION ➤ School staff treats me with respect.</p>	<p><b>97%</b> responded favorably</p>	<p><b>▲ 1</b> from Spring 2018</p>	
<p>QUESTION ➤ I am a...</p>		<p>Unscored</p>	
<p>QUESTION ➤ English Language Development (for children learning English)?</p>		<p>Unscored</p>	
<p>QUESTION ➤ Special Education Program or has an Individual Education Plan (IEP)?</p>		<p>Unscored</p>	
<p>QUESTION ➤ In what grade is your child?</p>		<p>Unscored</p>	
<p>QUESTION ➤ What is your race or ethnicity?</p>		<p>Unscored</p>	

QUESTION

Unscored



➤ Does one or more of your children receive a free or reduced-price breakfast or lunch at this school?

QUESTION

Unscored



➤ How many years has your child been at this school?

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Spring 2019  
Staff Survey

### All questions













Based on 313 responses














How did teachers & staff respond to each question?

Sorted by Question score ▾ ()    Lowest to highest ▾ ()

QUESTION ➤ disruptive student behavior?	<b>38%</b> responded favorably	
QUESTION ➤ lack of respect of staff by students?	<b>57%</b> responded favorably	
QUESTION ➤ This school effectively handles student discipline and behavioral problems.	<b>59%</b> responded favorably	
QUESTION ➤ How many adults at this school have close professional relationships with one another?	<b>61%</b> responded favorably	
QUESTION ➤ harassment or bullying among students?	<b>68%</b> responded favorably	
QUESTION ➤ This school clearly communicates to students the consequences of breaking school rules.	<b>68%</b> responded favorably	
QUESTION ➤ How many adults at this school feel a responsibility to improve this school?	<b>71%</b> responded favorably	
QUESTION ➤ This school handles discipline problems fairly.	<b>72%</b> responded favorably	

Need Help?

QUESTION ➤ Rules in this school are made clear to students.	<b>77%</b> responded favorably	
QUESTION ➤ Students know how they are expected to act.	<b>80%</b> responded favorably	
QUESTION ➤ This school promotes personnel participation in decision-making that affects school practices and policies.	<b>80%</b> responded favorably	
QUESTION ➤ This school makes it clear how students are expected to act.	<b>81%</b> responded favorably	
QUESTION ➤ Students know what the rules are.	<b>84%</b> responded favorably	
QUESTION ➤ How many adults at this school support and treat each other with respect?	<b>84%</b> responded favorably	
QUESTION ➤ sets high standards for academic performance for all students.	<b>84%</b> responded favorably	
QUESTION ➤ Overall, I am satisfied and would recommend this school to other educators.	<b>85%</b> responded favorably	
QUESTION ➤ Adults at this school treat all students with respect.	<b>86%</b> responded favorably	
QUESTION ➤ This school promotes trust and collegiality among staff.	<b>86%</b> responded favorably	
QUESTION ➤ This school is a supportive and inviting place for staff to work.	<b>88%</b> responded favorably	
QUESTION ➤ physical fighting between students?	<b>89%</b> responded favorably	

QUESTION ➤ emphasizes teaching lessons in ways relevant to students.	91% responded favorably	
QUESTION ➤ promotes academic success for all students.	91% responded favorably	
QUESTION ➤ racial/ethnic conflict among students?	94% responded favorably	
QUESTION ➤ encourages students to enroll in rigorous courses (such as honors and AP), regardless of their race, ethnicity, or nationality.	94% responded favorably	
QUESTION ➤ is a supportive and inviting place for students to learn.	95% responded favorably	
QUESTION ➤ The school rules are fair.	96% responded favorably	
QUESTION ➤ emphasizes helping students academically when they need it.	96% responded favorably	
QUESTION ➤ Are you a classroom teacher?	Unscored	
QUESTION ➤ What is your role at this school? (Mark all that apply).	Unscored	
QUESTION ➤ Migrant education students	Unscored	
QUESTION ➤ Special education students	Unscored	
QUESTION ➤ English language learners	Unscored	
QUESTION	Unscored	

➤ How many years have you worked, in any position, at this school?

QUESTION

Unscored



➤ How many years have you worked at any school in your current position (e.g., teacher, counselor, administrator, food service)?

QUESTION

Unscored



➤ What is your race or ethnicity?

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# Cover Sheet

## Facilities Updates

**Section:** VI. Information/Discussion Items  
**Item:** B. Facilities Updates  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** VI B Facilities Update.pdf



Committee Agenda Item #:	V. A- Update
Board Agenda Item #:	VI. B- Update
Date:	March 19, 2019
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS") Board of Directors Facilities Committee & Ad Hoc Committee and MPS Board
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	FACILITIES UPDATES

### Background

No action recommended. Information only.

SCHOOL	UPDATES	NEXT STEPS
MSA-1	<p>New High School Building Construction Update:</p> <ul style="list-style-type: none"> <li>▪ Project schedule has been impacted by recent rainfalls. Projected completion date is now early August, which should still allow school to open on time. See Exhibit A for pictures of progress. A contingency plan to open at the Bridge Bible Fellowship is in the works.</li> <li>▪ Staff is submitting PCI 23 to the Committee and Board for approval to remove and replace the parking lot. Staff previously reported that the parking lot is in bad shape. Grind and overlay will not work.</li> </ul> <p>Existing Rehab Update:</p> <ul style="list-style-type: none"> <li>▪ Staff is pricing out the needed repairs to the existing school building at 18238 Sherman Way ("18238").</li> <li>▪ If 2014 bond proceeds are repurposed to complete the construction of the new building there will not be sufficient remaining to make any improvements to the 18238 building</li> </ul>	<p>New High School Building Construction:</p> <ul style="list-style-type: none"> <li>▪ Continue with construction activities</li> <li>▪ GC is mitigating effects of rain as much as possible. See Exhibit A for pictures.</li> <li>▪ Approve PCI allowing replacement of parking lot pavement.</li> </ul> <p>Existing Rehab:</p> <ul style="list-style-type: none"> <li>▪ Staff will determine whether after the 2014 bond proceeds are repurposed to complete the 18220 construction project, what funds, if any, are available for 18238 projects</li> </ul>



SCHOOL	UPDATES	NEXT STEPS
	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>The contract for the Prop 39 energy efficient upgrades – HVAC, lighting, and Plugload management -- has been submitted to the Ad Hoc Committee for approval</li> </ul>	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>If the contracts presented to the Ad Hoc Committee are approved, the improvements will be scheduled for installation</li> </ul>
MSA-2	<p>Campus Improvements:</p> <ul style="list-style-type: none"> <li>Draft of development agreement for improvements to campus is pending response from LAUSD; cost estimates were provided to LAUSD</li> <li>LACOE provided feedback re installation of cameras in classrooms;</li> <li>YMC helped MPS to refine the camera policy. Cameras waiting to be installed</li> </ul> <p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>LAUSD approved HVAC upgrade project</li> <li>Facility Committee and Board approved HVAC upgrade; contract with vendor was signed. We were waiting on rebate information in order to proceed with installation but have decided to move forward with installation.</li> <li>We are waiting for LAUSD approval of a lighting project, worth about \$20,000, in order to sign contract and move forward</li> </ul>	<p>Campus Improvements:</p> <ul style="list-style-type: none"> <li>MSA-2 Principal and director of facilities have weekly face to face meetings to ensure that project moves forward in a timely manner</li> <li>Policy has been finalized.</li> </ul> <p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>HVAC Project will move forward with installation over spring break.</li> <li>Expected rebate from LADWP is expected to be about \$13,000 (estimate provided by First Note).</li> <li>Lighting project awaiting approval from LAUSD; upon approval by LAUSD, present contract to Ad Hoc Committee or Board, as the case may be, for approval</li> </ul>
MSA-3	<p>Prop 39 Co-location:</p> <ul style="list-style-type: none"> <li>MSA-3 received Prop 39 co-location preliminary offer for space. MPS, MSA-3 and Young Minney &amp; Corr reviewed and responded by March deadline</li> <li>Search for private site continues.</li> </ul> <p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>MSA-3 is eligible for energy efficiency upgrades totaling \$247,000 (Lighting, HVAC, Plugload)</li> <li>Bids have been received for lighting and HVAC (within budget)</li> </ul>	<p>Prop 39 Co-location:</p> <ul style="list-style-type: none"> <li>See additional classrooms from LAUSD</li> <li>Continue with site search</li> </ul> <p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>Project still requires approval by LAUSD; pursue approval</li> <li>Upon approval by LAUSD, present contracts to Ad Hoc Committee or Board, as the case may be, for approval</li> </ul>
MSA-4	<p>Prop 39 Co-location:</p> <ul style="list-style-type: none"> <li>MSA-4 received Prop 39 co-location preliminary offer for space. MPS, MSA-4 and Young Minney &amp; Corr reviewed and responded by March deadline</li> <li>In response, MSA-4 expressed a willingness to move to another Prop 39 site that may be more strategic as far as bolstering the enrollment at both MSA-4 and MSA-6.</li> </ul>	<p>Prop 39 Co-location:</p> <ul style="list-style-type: none"> <li>Respond to Prop 39 Co-location preliminary offer</li> <li>Continue with site search</li> </ul>



SCHOOL	UPDATES	NEXT STEPS
	<ul style="list-style-type: none"> <li>Search for private site continues.</li> </ul> <p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>MSA-3 is eligible for energy efficiency upgrades totaling \$231,070 (Lighting, HVAC, Plugload)</li> <li>Bids have been received for lighting and HVAC (within budget)</li> </ul>	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>Project still requires approval by LAUSD; pursue approval</li> <li>Upon approval by LAUSD, present contracts to Ad Hoc Committee or Board, as the case may be, for approval</li> </ul>
MSA-5	<p>Prop 39 Co-location:</p> <ul style="list-style-type: none"> <li>MSA-5 received Prop 39 co-location preliminary offer for space. MPS, MSA-5 and Young Minney &amp; Corr responded by March deadline</li> </ul>	<p>Prop 39 Co-location:</p> <ul style="list-style-type: none"> <li>MSA-5 is endeavoring to secure additional exclusive use space</li> </ul>
	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>MSA-5 is eligible for energy efficiency upgrades totaling \$234,833 (Lighting, HVAC, Plugload)</li> <li>Bids have been received for lighting and HVAC (within budget)</li> <li>Pursuing tying the new CDS code to this school so that the Prop 39 project can proceed</li> </ul>	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>Project still requires approval by LAUSD; pursue approval</li> <li>Upon approval by LAUSD, present contracts to Ad Hoc Committee or Board, as the case may be, for approval</li> <li>Pursue CDS code change; we have received feedback that it will be completed but it is lagging</li> </ul>
MSA-6	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>MSA-6 received small award (\$58,836) for lighting and solar</li> <li>Contract for lighting retrofit has been presented to Ad Hoc Committee for approval</li> </ul>	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>If the contracts presented to the Ad Hoc Committee are approved, the improvements will be scheduled for installation</li> </ul>
MSA-7	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>New HVAC installation was completed</li> <li>Balance of Prop 39 EEG are lighting upgrade, cool roof -, and Plug Load Management Other Capital Improvements</li> </ul> <p>Other Capital Improvements</p> <ul style="list-style-type: none"> <li>Original RFP for playground and restrooms did not receive sufficient responses. Director of Facilities republished RFP and has received some interest.</li> </ul>	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>Review lighting contract</li> <li>If acceptable, present contract to Ad Hoc Committee or Board, as the case may be, for approval</li> <li></li> </ul> <p>Other Capital Improvements:</p> <ul style="list-style-type: none"> <li>Review and evaluate RFP proposals when they are submitted.</li> </ul>





SCHOOL	UPDATES	NEXT STEPS
MSA-8	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>Total grant of \$232,428.36 for lighting, cool roof, HVAC and plugload</li> <li>Site meeting with LAUSD mid-February went well and are presently following up</li> </ul>	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> <li>Continue follow up with LAUSD</li> </ul>
MSA-SAN DIEGO	<p><u>SILVER CREEK:</u></p> <ul style="list-style-type: none"> <li>Silver Creek completed punch-list. Received close out documentation.</li> <li>Silver Creek addressed warranty issues</li> <li>Final payment to Silver Creek is in process.</li> <li></li> </ul>	<p><u>SILVER CREEK:</u></p> <ul style="list-style-type: none"> <li>In close out mode; warranty issues addressed</li> </ul>
	<p><u>Williams Scotsman:</u></p> <ul style="list-style-type: none"> <li>Rosemary Nunn of Musick Peeler handling negotiation of a cash refund due to WS issues.</li> </ul>	<p><u>Williams Scotsman:</u></p> <ul style="list-style-type: none"> <li>Continue with negotiation for larger cash refund.</li> </ul>
	<p>Additional Campus Improvements –</p> <ul style="list-style-type: none"> <li>MSA San Diego would like to add cabinets to classrooms, a permanent lunch shelter immediately adjacent to MPR, and install synthetic turf in the dirt playground; however, Hamlin has proposed repurposing of remaining money in MSA-San Diego account, so there may be limited funds left for any further upgrades</li> </ul>	<p>Additional Campus Improvements:</p> <ul style="list-style-type: none"> <li>Staff to determine how much money, if any, may be available for desired upgrades</li> </ul>
	<p>Prop 39 Energy Grant:</p> <ul style="list-style-type: none"> <li>Consultants submitted report for use of Prop 39 funds at new site by amending expenditure plan. Request was rejected by CEC. First Note Finance is appealing decision.</li> </ul>	<p>Prop 39 Energy Grant:</p> <ul style="list-style-type: none"> <li>Appeal of denial of amendment to expenditure plan in process</li> </ul>
MSA-SANTA ANA	<p>Project is complete. CERTIFICATION LETTER RECEIVED FROM DIVISION OF STATE ARCHITECT.</p> <p>There are some warranty issues that need to be addressed by the general contractor.</p>	<p>Nothing further</p> <p>Director of Facilities following up.</p>



Exhibit A

Pictures of Current Construction Progress





## Attachments

The following files are attached to this PDF: You will need to open this document in an application that supports attachments (i.e. [Adobe Reader](#)) in order to access these files.

Personnel Policies – Tuition Reimbursement Policy (revised) - 20190321.doc